

**HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD
FULL BOARD SPECIAL MEETING
July 13, 2023
5:30 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: Jul 13, 2023 05:30 PM Pacific Time (US and Canada)

Topic: HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD FULL BOARD MEETING- July 13, 2023

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/85298483623>

Or One tap mobile : +16699009128,,85298483623# US (San Jose)

+16694449171,,85298483623#, US Or Telephone: Dial(for higher quality, dial a number based on your current 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, +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
Webinar ID: 852 9848 3623

International numbers available: <https://us02web.zoom.us/j/85298483623>

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

PARTICIPATION/COMMENT:

There is one way to submit public comments:

• To participate/comment during the meeting, you must attend in-person.

Comments on all agenda items will be taken during public comment at the beginning of the meeting. Comments for items not on the agenda will be taken during open forum towards the end of the meeting.

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

HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD MEETING

1. CALL TO ORDER
2. ROLL CALL
3. PUBLIC COMMENT
 - a. Comments on all agenda items will be taken at this time. Comments for items not on the agenda will be taken during open forum.
4. CONSENT ITEMS
 - a. Approval of Board Minutes, 5/11/2023 (pp. 4-10)
5. APPEALS*
 - a. T23-0011, Rattanamongkhoun v. Fong (pp. 67-133)
 - b. L23-0001, Ruelas v. Tenants (pp. 134-307)
 - c. T22-0124, Benafield v. Equity Avg. LLC (pp. 308-518)
6. RESOLUTION TO RECOMMEND AMENDMENTS TO THE RENT ADJUSTMENT REGULATIONS (pp. 11-51)
7. AUTHORIZATION FOR CHAIR INGRAM & MEMBER DEBOER TO PRESENT TENANT FILING REQUIREMENT RESOLUTION TO CITY COUNCIL
8. INFORMATION AND ANNOUNCEMENTS
 - a. Board Training Session—*Robert's Rules of Order* (pp. 52-66)
9. SCHEDULING AND REPORTS
10. OPEN FORUM
11. ADJOURNMENT

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

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

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

Si desea solicitar adaptaciones relacionadas con discapacidades, o para pedir un intérprete de en Español, Cantonés, Mandarín o de lenguaje de señas (ASL) por favor

envíe un correo electrónico a RAP@oaklandca.gov o llame al (510) 238-3721 o 711 por lo menos cinco días hábiles antes de la reunión.

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

**HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD
 FULL BOARD MEETING
 May 11, 2023
 7:00 P.M.
 CITY HALL
 1 FRANK H. OGAWA PLAZA, HEARING ROOM #1
 OAKLAND, CA 94612**

MINUTES

1. CALL TO ORDER

The Board meeting was administered in-person by B. Lawrence-McGowan from the Rent Adjustment Program (RAP), Housing and Community Development Department. B. Lawrence-McGowan explained the procedure for conducting the meeting. The HRRRB meeting was called to order by Chair Ingram at 7:05 p.m.

2. ROLL CALL

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

*Member Taylor joined the meeting at 7:11 pm

Staff Present

Braz Shabrell	Deputy City Attorney
Linda Moroz	Hearing Officer (RAP)
Briana Lawrence-McGowan	Administrative Analyst II (RAP)

3. PUBLIC COMMENT

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

4. CONSENT ITEMS

- a. Approval of Board Minutes, 4/13/2023 and Panel Minutes, 4/20/2023: Member R. Nickens moved to approve the Board Minutes from 4/13/2023 and the Panel Minutes from 4/20/2023. Member K. Sims seconded the motion.

The Board voted as follows:

Aye: D. Ingram, C. Oshinuga, M. Escobar, K. Sims, D. Williams, R. Nickens
Nay: None
Abstain: None

The minutes were approved.

5. APPEALS*

- a. T19-0186/T19-0235, Didrickson v. Dang/Commonwealth Company

Appearances: Ted Dang Owner
Carlos & Glenda Didrickson Tenants

This case involved an owner appeal of a remand decision that partially granted the tenants’ petition for decreased housing services. The tenants filed 2 petitions in 2019 that were eventually consolidated. At the first hearing, the list of decreased housing services alleged by the tenants was condensed and limited to three issues based on the fact that other issues had been addressed and decided in prior hearings. The three issues that were addressed in the first hearing were the gas heater, smoke and carbon monoxide detectors, and the electric breaker. At the first hearing in 2019, all three claims were denied, based primarily on the owner’s testimony that the issues had all been repaired. The tenants appealed and the case came before the Board in 2020. The Board voted to remand the case to the Hearing Officer to address the issues that were listed in the 2019 Notice of Violation and to determine if they constituted decreased housing services. The parties were permitted to submit additional evidence prior to the remand hearing, which both parties did.

The remand hearing took place in October 2021. The Hearing Officer granted decreased housing service awards for the three items that are listed in the Notice of Violation. This included a leak from the heater, broken patio door handle, and

the electric breaker. The Hearing Officer's finding was based on the Notice of Violation and subsequent re-inspection notices that indicated that the issues had not been abated. The owner now appeals the remand decision regarding the door handle and the leak. The owner appeal does not contest the third item regarding the electric breaker. The following issue was presented to the Board:

- 1.) Were the Hearing Officer's findings and the remand decision regarding the leak and the door handle supported by substantial evidence?

The owner contended that there are three issues involved in this appeal and that the first one involves the patio door lock. The owner argued that the reason that the lock is broken is because Mr. Didrickson has been using the door although he's not supposed to. The owner contended that the tenant has filed 14 tenant petitions, and that seven Hearing Officers have issued decisions, but the decisions have not been followed. The owner argued that the patio door leads to the roof, and that nobody is allowed to be on the roof—as it's a new roof that replaced an older one because it was leaking into the unit. The owner contended that the deck that Mr. Didrickson was using before had to be removed because it was an illegal deck, the owner was required to remove it, and this area is now the roof. The owner argued that they wanted to seal the patio door so nobody could go onto the roof, which was previously the deck—however, Mr. Didrickson has resisted the owners' efforts to do that and continues to use the roof as the deck. The owner contended that they have pictures that show plants, furniture, and cameras—and that each month, Mr. Didrickson deducts \$298.33 because he doesn't have a deck anymore, even though he's still using the roof as the deck.

The owner contended that the second issue is the leak from the heater vent. The owner argued that they have had three contractors check the vent: a heater contractor, handyman, and a sheet metal person—and they could find no leaks. The owner contended that Mr. Didrickson claims to have a video of the leak when it rains, but the owner has not seen the video. The owner argued that part of the problem is that they do not communicate and every time the owner asks Mr. Didrickson for something, a response is never received. The owner argued that the tenants don't tell the owners what maintenance is required and that the tenants' claims are not habitability issues—they're minor maintenance issues.

The owner contended that the third issue is that they don't know what to do. The owner argued that hearing decisions have required the tenants to pay a certain amount—however, they don't pay that amount, they pay what they want, and now they owe over \$12,000 in rent. The owner argued that the tenants have claimed several times that every time they use their microwave, and the oven is on, the electric circuit blows and they have no power—however, this was checked on by an electrician and they determined that since the building is an older building and was built in 1950s, if you overload the circuit, the circuit will

pop. The owner contended that in one of the cases that the tenants previously filed, a Hearing Officer came out and turned on several appliances and kept them on for a while and they did not pop—therefore, the tenants were recommended to use a different plug to install the microwave oven. The owner argued that since then, the tenants have not complained and if the electrical problem has continued, the tenants haven't informed him; and that the tenants continue to disregard the prior issued hearing decisions, and that it's not fair.

The tenants contended that in the previous appeal hearing, the Board asked Mr. Dang if he had cured the violations and Mr. Dang was silent about it. The tenants argued that the patio door was broken before they took the deck away and that in previous hearings, Mr. Dang said that the tenants have a right to use the roof as their patio. The tenants contended that one of Mr. Dang's colleagues said if they're on the roof and using it as a patio, since they know it's no longer a patio, it will be their fault if they fall. The tenants argued that the reason the owner removed the deck is because he put up a chimney and didn't have a permit for it, so they called the City building inspector, which resulted in a red tag being placed on the building.

The tenants argued that when the City building inspector came to check the electrical, everything turned off in the apartment except the stove, and that to access the main breaker, they were required to go downstairs into the basement. The tenants contended that a licensed electrician has never come to check on the issue and that during the last hearing, they tried to show a video of the vent leaking but the Hearing Officer at the time didn't allow them to show the video. The tenants argued that the City building inspector supported the tenants' claims and that the owner has no standing in this appeal because he didn't show up to the hearing, nor did he provide a written reason as to why he didn't show. The tenants argued that an appeal requirement is that if you didn't attend the hearing, you should give a written statement in your appeal as to why you didn't, and the owner did not do that.

After parties' arguments, questions to the parties, and Board discussion, Vice Chair Oshinuga moved to affirm the Hearing Officer's decision. Member R. Nickens seconded the motion.

The Board voted as follows:

Aye: D. Ingram, C. Oshinuga, M. Escobar, K. Sims, D. Taylor,
D. Williams, R. Nickens
Nay: None
Abstain: None

The motion was approved.

b. T22-0202, Joseph v. Jones

Appearances:	Kim Roehn	Owner Representative
	Michael Joseph	Tenant

This case involved an administrative decision that granted a tenant's petition contesting a single rent increase. Administrative decisions are decisions that are issued without a hearing, usually because the issues can be decided on the papers alone, there's no material facts and dispute, and/or there's a fundamental flaw with the filings. In this case, the tenant petition was contesting a single rent increase and the owner responded by alleging that the unit is exempt from the Rent Adjustment Program as a condo. The administrative decision was issued on the grounds that the owner was allegedly missing documentation with their response—therefore, the owner's response was disregarded. The following issues were presented to the Board:

- 1.) Was this properly decided as an administrative decision? If the unit is in fact exempt from the Rent Adjustment Program (RAP) as the owner alleges, RAP has no jurisdiction, and the rent increase would not have been unlawful, and the unit would not be subject to the rent increase moratorium.
- 2.) Was the owner's response insufficient and was the Hearing Officer justified in disregarding the owner's response?

The owner representative contended that the administrative decision is invalid under state and local law, and it is inconsistent with prior RAP decisions. The owner representative argued that the owner is requesting that the administrative decision be reversed in full, and that the tenant's petition be dismissed. The owner representative contended that RAP personnel have a duty to exercise basic due diligence to confirm they are acting within the bounds of their authority under the code and that this consideration is fundamental to party's due process rights. The owner representative argued that under Oakland Municipal Code, rent control rules only apply to covered units, they do not apply to exempt units. The owner representative contended that condominiums are a common and well-known exemption under the code and under California's law, known as Costa Hawkins and that the property at issue here is a condominium. The owner representative argued that the condo has its own assessor's parcel number, was purchased as a single unit by the owner in 1979, and it is alienable and separate from the title to any other dwelling unit under Costa Hawkins—therefore, it's exempt from Oakland's RAP ordinance.

The owner representative argued that the administrative decision is void by law because RAP has no jurisdiction over the unit—and that the owner did in fact submit a properly filed and timely response both by mail and via the online RAP

portal. The owner representative contended that the filing was confirmed as being received by RAP, and that it stated that this is an exempt property both on the response form and in the supporting documentation—which included the business tax certificate, tax documentation, and history showing the unit as a condo—including the grant deed, property tax bills, and proof of service on the tenant. The owner representative argued that despite this, a deficiency notice was issued to the owner stating that none of the above documentation had been filed—which was incorrect.

The owner representative argued that when a unit is exempt, Hearing Officers are required to dismiss the petition—regardless of the submission of those supposedly missing documents, and that RAP does not have authority to take any other action. The owner representative contended that the owner re-filed the executed proof of service for the second time—however, the Hearing Officer then issued an administrative decision, which is a decision without a hearing. The owner representative argued that the decision was in favor of the tenant, striking down the rent increase and citing the City's rent increase moratorium—however, the owner is respectfully requesting for the decision be reversed and for the rent increase be reinstated effective of the date of the original notice. The owner representative contended that the 3% CPI rent increase limit does not apply to exempt units, that the unit was exempt, and that the owner is also requesting that if the Board remands this case for any further action, that a new Hearing Officer be assigned—which is a party's automatic right under California law.

The tenant contended that although the property is a condo, they do not have the expertise and the information required to make a determination about whether the condo is exempt from RAP. The tenant argued that their understanding is that it is currently covered by RAP, that it's not exempt, and that they have no material evidence which proves otherwise. The tenant contended that they were an excellent tenant, paid rent on time, and treated the apartment like it was their home up until they received the rent increase notice. The tenant argued that the rental was set up to maximize the income of the owner—who lives halfway across the country in Texas and has the ability to hire a lawyer.

The tenant contended that the Rent Adjustment Program limits rent increases to the annual CPI, which was 3% in 2022—however, the property manager raised the rent by about 9%, which is three times the CPI. The tenant argued that the rent increase was illegal for that reason, assuming that the condo falls under the Rent Adjustment Program. The tenant contended that this situation forced them to move out and that the prices of rentals in the surrounding area are much lower than what the rent was raised to. The tenant argued that they could get a two-bedroom for the price that the rent was raised to, and that due to the high cost, they were forced to find another place to live.

After parties' arguments, questions to the parties, and Board discussion, Vice Chair Oshinuga moved to vacate the Hearing Officer's Administrative Decision and to remand the case back to the Hearing Officer for a full hearing and to consider the property owner's full response. Member R. Nickens seconded the motion.

The Board voted as follows:

Aye: D. Ingram, C. Oshinuga, M. Escobar, K. Sims, D. Taylor,
D. Williams, R. Nickens
Nay: None
Abstain: None

The motion was approved.

6. INFORMATION AND ANNOUNCEMENTS

- a. Briana Lawrence-McGowan announced to the Board that beginning on 5/25/2023, the Board will be having special meetings on the 2nd and 4th Thursdays of the month, which will begin at 5:30pm.
- b. Chair Ingram announced to the Board that he's still working with the Office of the City Attorneys on the proposed regulations and that they will be brought back to the Board very soon.

7. OPEN FORUM

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

8. ADJOURMENT

- a. The meeting was adjourned at 8:18 p.m.



CITY ATTORNEY'S OFFICE

**CITY OF OAKLAND
HOUSING, RESIDENTIAL RENT AND
RELOCATION BOARD (HRRRB)**

RESOLUTION NO. _____

INTRODUCED BY BOARD CHAIR DENARD INGRAM

RESOLUTION TO RECOMMEND AMENDMENT OF THE RENT ADJUSTMENT PROGRAM REGULATIONS TO (1) EXTEND AMORTIZATION PERIOD FOR MANDATORY SEISMIC RETROFITS TO 25 YEARS; (2) REDUCE ARGUMENT TIME TO FIVE MINUTES PER PARTY; (3) REMOVE APPEARANCE REQUIREMENT FOR APPELLANT AT APPEAL HEARINGS; (4) ALLOW NON-VOTING ALTERNATES TO PARTICIPATE IN BOARD MEETINGS IN NON-VOTING CAPACITY; (5) ADD GOOD CAUSE HEARINGS FOR FAILURE TO APPEAR AT HEARINGS; (6) CODIFY EXISTING PROCEDURAL PRACTICES IN REGULATIONS; AND (7) MAKE OTHER CLARIFYING AND REORGANIZATION CHANGES

WHEREAS, the Housing, Residential Rent and Relocation Board may make recommendations to the City Council or appropriate City Council committee pertaining to Chapter 8.22 of the Oakland Municipal Code (O.M.C.) or City housing policy when requested to do so by the City Council or when the Board otherwise acts to do so, pursuant to O.M.C. 8.22.040 D.4; and

WHEREAS, on January 22, 2019, the City Council adopted Ordinance No. 13516, to require mandatory seismic evaluation and retrofit of certain multifamily residential buildings; and

WHEREAS, in Ordinance No. 13516, the City Council directed the Rent Board to revise the capital improvements amortization schedule in the Rent Program Regulations to provide an

amortization period for Mandatory Seismic Capital Improvements that conforms with the Rent Board's final motion passed during Item 5 of their July 9, 2015 meeting; and

WHEREAS, on June 21, 2022, the City Council adopted Ordinance No. 13695, which established a rent registry and requires evidence of registration before submitting an owner petition or an owner response to a tenant petition; and now, therefore, be it

WHEREAS, Rent Adjustment Program Regulation Section 8.22.120.I. provides that if an appellant fails to appear at an appeal hearing, the Board will consider the appeal dropped and will issue a decision dismissing the appeal, subject to the appellant showing good cause for the failure to appear; and

WHEREAS, Rent Adjustment Program Regulation section 8.22.120.D.2. provides that unless the Board or Appeal Panel votes otherwise, each party will have fifteen (15) minutes to present argument on or in opposition to the appeal; and

WHEREAS, on October 20, 2020, the City Council adopted Ordinance No. 13618 (Efficiency Ordinance), to among other things, streamline Rent Board meetings by allowing the Housing, Residential Rent and Relocation Board (Rent Board) to limit argument time for each party to six (6) minutes; and

WHEREAS, to make the appeal process more efficient and to minimize time commitment for parties to appeals, the Rent Board wishes to make appearances at appeals voluntary and reduce argument time to six (6) minutes per side; and

WHEREAS, Rent Adjustment Program Regulation section 8.22.100.B provides that if a petitioner fails to appear at a properly noticed mediation, the Hearing Officer may dismiss the case; and

WHEREAS, because mediations are voluntary, the Rent Board wishes to amend the regulations to allow parties who miss a mediation the opportunity to receive a hearing on the petition; and

WHEREAS, Rent Adjustment Program Regulation section 8.22.110.B provides that if a petitioner fails to appear at a properly noticed hearing, the Hearing Officer may dismiss the case;

WHEREAS, Rent Adjustment Program Regulation section 8.22.110 does not currently outline any good-cause relief for a party that fails to appear at a properly noticed hearing except through the appeal process; and

WHEREAS, either party can potentially wait an extended period of time for a scheduled appeal hearing just to address their good cause evidence, depending on the number of pending petitions; and

WHEREAS, significant wait times for either party to be able to present their good-cause evidence can, in some occasions, significantly impact the relief that can be granted by the Appeal

Body or by the Hearing Officer; and

WHEREAS, Rent Adjustment Program Regulation section 8.22.040 does not currently address Alternate Board Members and their participation in scheduled Board meetings unless they are filling in for regular members; and

WHEREAS, allow non-voting alternates to participate in board meetings would allow alternates to learn about the Rent Board in a non-voting capacity; and

WHEREAS, Rent Adjustment Program Regulation section 8.22.090.B.1 provides that A Tenant petition or response to an Owner petition is not considered filed unless the tenant submits evidence that the tenant is current on rent or lawfully withholding rent; and

WHEREAS, consistent with the Rent Board's recommendation to City Council to remove the current on rent requirement from the Rent Adjustment Ordinance, the Rent Board wishes to remove the requirement for the tenant be current on rent before filing a petition from the Rent Adjustment Regulations; and

WHEREAS, the Rent Board wishes to revise the Rent Adjustment Regulations to clarify rent board procedures from case precedents and codify them in regulations;

WHEREAS, the Housing, Residential Rent and Relocation Board seeks to ensure that all covered Oakland tenants and property owners have equitable access to the protections and relief provided by the Rent Adjustment Ordinance; now, therefore, be it

RESOLVED, That the Housing, Residential Rent and Relocation Board recommends the City Council amend the Rent Adjustment Program Regulations by adopting the attached amendments to the Rent Adjustment Regulations;

RESOLVED: That the Rent Board wishes to amend the Rent Adjustment Regulations consistent with these ordinance changes; and be it

FURTHER RESOLVED: That the Rent Board approves the attached Rent Adjustment Regulation amendments and forwards the attached regulation amendments to City Council for approval; and be it

Proposed Amendments to the Rent Adjustment Regulations Sections 8.22.020-040, 8.22.070, 8.22.090-120, and Appendix A. (additions are shown as double underline and deletions are shown as ~~strikethrough~~):

8.22.020 DEFINITIONS.

“Base occupancy level” means the number of tenants occupying the covered unit as principal residence as of June 16, 2020, with the owner’s knowledge, or allowed by the lease or rental agreement effective as of June 16, 2020, whichever is greater, except that, for units that had an initial rent established on or after June 17, 2020, “base occupancy level” means the number of tenants allowed by the lease or rental agreement entered into at the beginning of the current tenancy. When there is a new lease or rental agreement solely as a result of adding one or more additional occupants to the lease or rental agreement, the “beginning of the current tenancy” refers to the tenancy existing prior to the new lease or rental agreement regarding the additional occupant(s).

“Base Rent” means the monthly rental rate before the latest proposed increase. If the rental agreement provides for a period of “free” or discounted rent within its initial term, the base rent shall be reduced to account for the “free” or discounted period.

“Imputed interest” means the average of the 10 year United States treasury bill rate and the 10 year LIBOR swap rate for the quarter prior to the date the permits for the improvements were obtained plus an additional one and one-half percent, to be taken as simple interest. The Rent Program will post the quarterly interest rates allowable.

“Primary tenant” means a tenant who resides in a covered unit, is not an owner of record of the property, and charges rent to or receives rent from one or more subtenants in the covered unit.

“Principal Residence” means the one dwelling place where an individual primarily resides. Such occupancy does not require that the individual be physically present in the dwelling place at all times or continuously, but the dwelling place must be the individual’s usual or intended place of return. A Principal Residence is distinguishable from one kept primarily for secondary residential occupancy, such as a pied-a-terre or vacation home, or non-residential use, such as storage or commercial use. A determination of Principal Residence shall be based on the totality of circumstances, which may include, but are not limited to, the following factors: (1) whether the individual carries on basic living activities at the subject premises; (2) whether the individual maintains another dwelling and, if so, the amount of time that the individual spends at each dwelling place and indications, if any, that residence in one dwelling is temporary; (3) the subject premises are listed as the individual’s place of residence on any motor vehicle registration, driver’s license, voter registration, or with any other public agency, including Federal, State and local taxing authorities; (4) utilities are billed to and paid by the individual at the subject premises; (5) all or most of the individual’s personal possessions have been moved into the subject premises; (6) a homeowner’s tax exemption for the individual has not been filed for a different property; (7) the subject premises are the place the individual normally returns to as his/her home, exclusive of military service, hospitalization, vacation, family emergency, travel necessitated by employment or education, incarceration, or other reasonable temporary periods of absence.

“Staff” means the staff appointed by City Administrator to administer the Rent Adjustment Program.

“Subtenant,” for purposes of Regulation 8.22.025, means a tenant who resides with and pays rent to one or more primary tenants, rather than directly to the owner to whom the primary tenant(s) pay rent, for the housing services provided to the subtenant.

8.22.030 EXEMPTIONS.

A. Dwelling Units That Are Not Covered Units

1. In order to be a Covered Unit, the Owner must be receiving Rent in return for the occupancy of the dwelling unit.
 - a. Rent need not be cash, but can be in the form of “in-kind” services or materials that would ordinarily be the Owner’s responsibility.
 - i. For example, a person who lives in a dwelling unit and paints the premises, repairs damage, or upgrades the unit is considered to be paying Rent unless the person caused the damage.
 - b. Payment of some of expenses of the dwelling unit even though not all costs are paid is Rent.
 - i. Payment of all or a portion of the property taxes or insurance.
 - ii. Payment of utility costs that are not directly associated with the use of the unit occupied.
2. If California law determines that an “employee of the Owner”, including a manager who resides in the Owner’s property, is not a Tenant, then the dwelling unit occupied by such person is not subject to OMC Chapter 8.22 so long as the person is an employee and continues to reside in the unit.

B. Types of Dwelling Units Exempt

1. Subsidized units. Dwelling units whose rents are subsidized by a governmental unit, including the federal Section 8 voucher program.
2. Newly constructed dwelling units (receiving a certificate of occupancy after January 1, 1983).
 - a. Newly constructed units include legal conversions of uninhabited spaces not used by Tenants, such as:
 - i. Garages;
 - ii. Attics;
 - iii. Basements;
 - iv. Spaces that were formerly entirely commercial.
 - b. Any dwelling unit that is exempt as newly constructed under applicable interpretations of the new construction exemption pursuant to Costa-Hawkins (California Civil Code Section 1954.52).
 - c. Dwelling units not eligible for the new construction exemption include:
 - i. Live/work space where the work portion of the space was converted into a separate dwelling unit;
 - ii. Common area converted to a separate dwelling unit.
3. ~~Substantially rehabilitated buildings.~~
 - a. ~~In order to qualify for the substantial rehabilitation exemption, the rehabilitation work must be completed within a two (2) year period after the issuance of the building permit for the work unless the Owner demonstrates good cause for the work exceeding two (2) years.~~
 - b. ~~For the substantial rehabilitation exemption, the entire building must qualify for the exemption and not just individual units Reserved.~~
4. Dwelling Units Exempt Under Costa-Hawkins. Costa-Hawkins addresses dwelling units that are exempt under state law. The Costa Hawkins exemptions are contained at California Civil Code Section 1954.52. ~~The text of Costa-Hawkins is attached as an appendix to OMC Chapter 8.22.~~

C. Certificates of Exemption

1. Whenever an Owner seeks a Certificate of Exemption the following procedures apply:
 - a. The petition cannot be decided on a summary basis and may only be decided after a hearing on the merits;

b. Staff may intervene in the matter for the purpose of better ensuring that all facts relating to the exemption are presented to the Hearing Officer;

c. In addition to a party's right to appeal, Staff or the Hearing Officer may appeal the decision to the Rent Board; and,

d. A Certificate of Exemption shall be issued in the format specified by Government Code Section 27361.6 for purposes of recording with the County Recorder.

2. In the event that a previously issued Certificate of Exemption is found to have been issued based on fraud, or mistake, or is no longer valid due to an intervening material change in law or circumstances, and thereby rescinded, the Staff shall record a rescission of the Certificate of Exemption against the affected real property with the County Recorder.

8.22.040 THE BOARD.

A. Meetings

1. Notice. Meetings shall be noticed and the agenda posted in accordance with the Ralph M. Brown Act (California Government Code Sections 54950, et. seq. (“Brown Act”) and Sunshine Ordinance (OMC Chapter 2.20).)
2. Regular Meetings. The Board or an Appeal Panel shall meet regularly on the second and fourth Thursdays of each month, unless cancelled. Rent Program staff is authorized to schedule these regular meetings either for the full Board or for an Appeal Panel.
3. Special Meetings. Meetings called by the Mayor or City Administrator, or meetings scheduled by the Board for a time and place other than regular meetings are to be designated Special Meetings. The agenda of Special Meetings shall be restricted to those matters for which the meeting was originally called and no additional matters may be added to the agenda.
4. Adjourned or Rescheduled Meetings. A meeting may be adjourned to a time and place to complete the agenda if voted by the Board members present. A rescheduled meeting may be held when a quorum cannot be convened for a regular meeting or when a quorum votes to substitute another time and/or place for a scheduled meeting. Notice of change of meeting time and/or place shall be sent to the City Clerk and absent Board members and provided in accordance with the Brown Act and Sunshine Ordinance.
5. Time of Meetings. Board meetings shall start at **76** p.m. and end by 10:00 p.m. unless some other time is set in advance or the meeting is extended by a vote of the Board.
6. Location of Meetings. The Board meetings shall be held at City Hall, One Frank H. Ogawa Plaza, Oakland, CA 94612, unless otherwise designated.
7. Agenda. The agenda for each meeting shall be posted at such time and places as required by the Brown Act and Sunshine Ordinance.
8. Board meetings shall be conducted in accordance with “Robert’s Rules of Order (**Newly Revised**),” unless modified by these Regulations, requirements of the Brown Act or Sunshine Ordinance, or the Board.
9. Open to Public. The meetings shall be open to the public in accordance with the Brown Act and the Sunshine Ordinance, except for circumstances where the Brown Act or Sunshine Ordinance permits the Board to address a matter in closed session, such as litigation or personnel matters.
10. Board Vacations. The Board may schedule dates during the year when no regular Board meetings may be held so that the entire Board may take vacations. The Board must schedule vacation times at least two (2) months prior to the date of the vacation time.
11. Alternate Board Members. Alternate board members may participate in discussion and deliberations, but will only be allowed to vote when filling in for a regular member who is not

present or who has been excused from consideration of or voting on a matter by the Board.

B. Quorum and Voting

1. Four Board members constitutes a quorum of the Board.
2. Decisions of the Board. For the Board to make a decision on the first time a matter comes before the Board, the quorum must include at least one of each of the three categories of Board members (Tenant, residential rental property Owner, and one who is neither of the foregoing). If a matter cannot be decided because at least one of each of the three categories of Board members is not present, the matter will be considered a second time at a future meeting where the matter can be decided even if at least one member from each category is not present. A majority of the Board members present are required to make decisions, provided a quorum is present and sufficient members of each category are present.
3. A Board member who does not participate in a matter because of a conflict of interest or incompatible employment neither counts towards a quorum nor in calculating the number of Board members required to make a majority.
4. Special voting requirements for Just Cause for Eviction regulations enacted as part of partial settlement of *Kim v. City of Oakland*, Alameda County Superior Court Case No. RG03081362 (the "Settlement Regulations").

a. The special voting requirements set out in this subsection apply only to the Just Cause for Eviction regulations set out in Exhibit A.

b. The Settlement Regulations may be amended only by affirmative vote of at least five (5) members of the Rent Board, provided that at least one member from each class of Rent Board members (homeowner, landlord, and tenant) affirmatively votes to modify the Settlement Regulations.

c. Before the Board adopts any amendments to the Settlement Regulations, the Board must introduce the proposed amendments at a meeting, hold a public hearing at which members of the public and interested organizations, including the Rental Housing Association of Northern Alameda County, Inc. and Just Cause Oakland, are noticed, and the amendments can only be considered for adoption at a subsequent meeting.

d. After the introduction of proposed amendments to the Settlement Regulations, if the Board decides to further consider the adoption of the regulations and sets a public hearing to do so, the Board must also transmit the proposed amendments to the appropriate committee of the City Council so the City Council may have the option of commenting on or holding its own hearing before the Rent Board votes to adopt or reject the proposed amendments. If the Council elects not to comment on the proposed amendments or does not comment on them within 90 days after transmittal of the proposed amendments by the Rent Board, the Rent Board may proceed to vote on the proposed amendments.

C. Officers

1. The Board shall select a Chair from among the Board 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 (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.

D. Standing Committees

The Board may establish standing committees subject to prior approval of the City Council. A request to create a standing committee must include:

1. The staffing costs for the committee; and
2. The costs of complying with meeting noticing requirements.

8.22.060 NOTICE OF THE EXISTENCE OF CHAPTER 8.22 REQUIRED AT COMMENCEMENT OF TENANCY.

A. Providing Notice in Multiple Languages

1. The requirement to provide the Notice of the Existence of Chapter 8.22 Required at Commencement of Tenancy in multiple languages took effect on September 24⁰, 2016 and only applies to new tenancies that commenced on or after that date.

2. No Owner will be penalized for failing to comply with this requirement until the later of sixty (60) days after the Rent Program makes a general announcement of the requirement or all the translations are available on the Rent Program website.

3. Until September 21, 2017, no Owner will be denied a Rent increase for failing to provide the notice in the required languages, unless:

a. the Tenant is proficient in one of the non-English languages specified in OMC 8.22.060 (Spanish or Chinese), and is not proficient in English;

or

b. the Owner negotiated the terms of the rental agreement in either Spanish or Chinese and failed to give the notice in that language.

8.22.070 RENT ADJUSTMENTS FOR OCCUPIED COVERED UNITS.

A. Purpose

This section sets forth the Regulations for a Rent adjustment exceeding the CPI Rent Adjustment and that is not authorized as an allowable increase following certain vacancies.

B. CPI and Banking Rent Adjustments

5. Rent History/"Banking"

(a) If a landlord chooses to increase rents less than the annual CPI Adjustment [formerly Annual Permissible Increase] permitted by the Ordinance, any remaining CPI Rent Adjustment may be carried over to succeeding twelve (12) month periods ("Banked"). However, the total of CPI Adjustments imposed in any one Rent increase, including the current CPI Rent Adjustment, may not exceed three times the allowable CPI Rent Adjustment on the effective date of the Rent Increase notice.

(b) Banked CPI Rent Adjustments may be used together with other Rent justifications, except Increased Housing Service Costs and Fair Return, because these justifications replace the current year's CPI increase.

(c) In no event may any banked CPI Rent Adjustment be implemented more than ten years after it accrues.

C. Justifications for a Rent Increase in Excess of the CPI Rent Adjustment or Banking

1. Regulations regarding ~~†~~The justifications for a Rent increase in excess of the CPI Rent Adjustment or Banking are attached as Appendix A to these Regulations. The justifications are: banking; capital improvement costs; uninsured repair costs; increased housing service costs; additional occupant as defined by OMC 8.22.020; Tenant does not reside in the unit as their principal residence; and the rent increase is necessary to meet constitutional or fair return requirements.

a. Capital Improvement Costs: Capital Improvement Costs are those improvements which materially add to the value of the property and appreciably prolong its useful life or adapt it to new building codes. Those improvements primarily must benefit the tenant rather than the landlord.

(1) Credit for capital improvements will only be given for those improvements which have been completed and paid for within the twenty-four (24) month period prior to the date the petition for a rent increase based on the improvements is filed.

(2) Eligible capital improvements include, but are not limited to, the following items:

1. Those improvements which primarily benefit the tenant rather than the landlord. (For example, the remodeling of a lobby would be eligible as a capital improvement, while the construction of a sign advertising the rental complex would not be eligible). However, the complete painting of the exterior of a building, and the complete interior painting of internal dwelling units are eligible capital improvement costs.

2. In order for equipment to be eligible as a capital improvement cost, such equipment must be permanently fixed in place or relatively immobile (for example, draperies, blinds,

carpet, sinks, bathtubs, stoves, refrigerators, and kitchen cabinets are eligible capital improvements. Hot plates, toasters, throw rugs, and hibachis would not be eligible as capital improvements).

3. Except as set forth in subsection 4, repairs completed in order to comply with the Oakland Housing Code may be considered capital improvements.

4. The following may not be considered as capital improvements:

a. Repairs for code violations may not be considered capital improvements if the Tenant proves the following:

i. That a repair was performed to correct a Priority 1 or 2 Condition that was not created by the Tenant, which may be demonstrated by any of the following:

(a) the condition was cited by a City Building Services Inspector as a Priority 1 or 2 Condition;

(b) the Tenant produces factual evidence to show that had the property or unit been inspected by a City Building Services Inspector, the Inspector would have determined the condition to be a Priority 1 or 2 Condition, but the Hearing Officer may determine that in order to decide if a condition is a Priority 1 or 2 Condition expert testimony is required, in which case the Hearing Officer may require such testimony.

ii. That the tenant

(a) informed the Owner of the condition in writing;

(b) otherwise proves that the landlord knew of the conditions, or

(c) proves that there were exceptional circumstances that prohibited the tenant from submitting needed repairs in writing; and

iii. That the Owner failed to repair the condition within a reasonable time after the Tenant informed Owner of the condition or the Owner otherwise knew of the condition.

iv. A reasonable time is determined as follows:

(a) If the condition was cited by a City Building Services Inspector and the Inspector required the repairs to be performed within a particular time frame, or any extension thereof, the time frame set out by the Inspector is deemed a reasonable time; or

(b) Ninety (90) days after the Owner received notice of the condition or otherwise learned of the condition is presumed a reasonable time unless either of the following apply:

(1) the violation remained unabated for ninety (90) days after the date of notice to the Owner and the Owner demonstrates timely, good faith efforts to correct the violation within the ninety the (90) days but such efforts were unsuccessful due to the nature of the work or circumstances beyond the Owner's control, or the delay was attributable to other good cause; or

(2) the Tenant demonstrated that the violation was an immediate threat to the health and safety of occupants of the property, [in which case] fifteen (15) business days is presumed a reasonable time unless:

(i) the Tenant proves a shorter time is reasonable based on the hazardous nature of the condition, and the ease of correction, or

(ii) the Owner demonstrates timely, good faith efforts to correct the violation within the fifteen (15) business days after notice but such efforts were unsuccessful due to the nature of the work or circumstances beyond the Owner's control, or the delay was attributable to other good cause.

(c) If an Owner is required to get a building or other City permit to perform the work, or is required to get approval from a government agency before commencing work on the premises, the Owner's attempt to get the required permit or approval within the timelines set out in (i) and (ii) above shall be deemed evidence of good faith and the Owner shall not be penalized for delays attributable to the action of the approving government agency.

b. **Deferred Maintenance.** Costs for work or portion of work that could have been avoided by the landlord's exercise of reasonable diligence in making timely repairs after the landlord knew or should reasonably have known of the problem that caused the damage leading to the repair claimed as a capital improvement.

i. Among the factors that may be considered in determining if the landlord knew or should reasonably have known of the problem that caused the damage:

(a) Was the condition leading to the repairs outside the tenant's unit or inside the tenant's unit?

(b) Did the tenant notify the landlord in writing or use the landlord's procedures for notifying the landlord of conditions that might need repairs?

(c) Did the landlord conduct routine inspections of the property?

(d) Did the tenant permit the landlord to inspect the interior of the unit?

ii. Examples:

(a) A roof leaks and, after the landlord knew of the leak, did not timely repair the problem and leak causes ceiling or wall damage to units that could have been avoided had the landlord acted timely to make the repair. In this case, replacement of the roof would be a capital improvement, but the repairs to the ceiling or wall would not be.

(b) A problem has existed for an extended period of time visible outside tenants' units and could be seen from a reasonable inspection of the property, but the landlord or landlord's agents either had not inspected the property for an unreasonable period of time, or did not exercise due diligence in making such inspections. In such a case, the landlord should have reasonably known of the problem. Annual inspections may be considered a reasonable time period for inspections depending on the facts and circumstances of the property such as age, condition, and tenant complaints.

iii. Burden of Proof

(a) The tenant has the initial burden to prove that the landlord knew or should have reasonably known of the problem that caused the repair.

(b) Once a tenant meets the burden to prove the landlord knew or should have reasonably known, the burden shifts to the landlord

to prove that the landlord exercised reasonable diligence in making timely repairs after the landlord knew or should have known of the problem.

c. “Gold-plating” or “Over-improvements”

i. Examples:

(a) A landlord replaces a Kenmore stove with a Wolf range. In such a case, the landlord may only pass on the cost of the substantially equivalent replacement.

(b) A landlord replaces a standard bathtub with a jacuzzi bathtub. In such a case, the landlord may only pass on the cost of the substantially equivalent replacement.

ii. Burden of Proof

(a) The tenant has the initial burden to prove that the improvement is greater in character or quality than existing improvements.

(b) Once a tenant meets the burden to prove that the improvement is greater in character or quality than existing improvements, the burden shifts to the landlord to prove that the tenant approved the improvement in writing, the improvement brought the unit up to current building or housing codes, or the improvement did not cost more than a substantially equivalent replacement.

d. Use of a landlord's personal appliances, furniture, etc., or those items inherited or borrowed are not eligible for consideration as capital improvements.

e. Normal routine maintenance and repair of the rental unit and the building is not a capital improvement cost, but a housing service cost. (For example: while the replacement of old screens with new screens would be a capital improvement).

f. Costs for which an Owner is reimbursed (e.g., insurance, court awarded damages, subsidies, tax credits, and grants) are not capital improvement costs.

(3) Rent Increases for Capital Improvement costs are calculated according to the following rules:

1. For mixed-use structures, only the percent of residential square footage will be applied in the calculations. The same principle shall apply to landlord-occupied dwellings (i.e., exclusion of landlord's unit).

2. Items determined to be capital improvements pursuant to Section 10.2.2. shall be amortized over the useful life of the improvement as set out in the Amortization Schedule attached as Exhibit 1 to these regulations and the total costs shall be amortized over that time period, unless the Rent increase using this amortization would exceed the Rent increase limits provided by O.M.C. 8.22.070 A2 or 3. Whenever a Capital Improvement Rent increase alone or with any other Rent increases noticed at the same time for a particular Unit exceeds the limits set by O.M.C. 8.22.070 A2 or 3, if the Owner elects to recover the portion of the Capital Improvement that causes the Rent Increase to exceed the limits set by O.M.C. 8.22.070 A2 or 3, the excess can only be recovered by extending the Capital Improvement's amortization period in yearly increments sufficient to cover the excess, and complying with any requirements to notice the Tenant of the extended amortization period with the initial Capital Improvement increase. The dollar amount of the rent increase justified by Capital Improvements shall be removed from the allowable rent at the end of the amortization period.

3. A monthly Rent increase for a Capital Improvement is determined as follows:

a. A maximum of seventy percent (70%) of the total cost for the Capital Improvement (plus imputed interest calculated pursuant to the formula set forth

- in Regulation 8.22.020) may be passed through to the Tenant;
- b. The amount of the Capital Improvement calculated in a. above is then divided equally among the Units that benefit from the Capital Improvement;
- c. The monthly Rent increase is the amount of the Capital Improvement that may be passed through as determined above, divided by the number of months the Capital Improvement is amortized over for the particular Unit.

4. If a unit is occupied by an agent of the landlord, this unit must be included when determining the average cost per unit. (For example, if a building has ten (10) units, and one is occupied by a nonpaying manager, any capital improvement would have to be divided by ten (10), not nine (9), in determining the average rent increase). This policy applies to all calculations in the financial statement which involve average per unit figures.

5. Undocumented labor costs provided by the landlord cannot exceed 25% of the cost of materials.

6. Equipment otherwise eligible as a Capital Improvement will not be considered if a "use fee" is charged (i.e., coin-operated washers and dryers).

7. Where a landlord is reimbursed for Capital Improvements (i.e., insurance, court-awarded damages, subsidies, etc.), this reimbursement must be deducted from such Capital Improvements before costs are amortized and allocated among the units. For each improvement listed on a petition, the landlord must state whether a reimbursement or tax credit is or will be received for that improvement.

(4) In some cases, it is difficult to separate costs between rental units; common vs. rental areas; commercial vs. residential areas; or housing service costs vs. Capital Improvements. In these cases, the Hearing Officer will make a determination on a case-by-case basis.

(5) Interest on Failure to Reduce Capital Improvement Increase After End of Amortization Period.

1. If an Owner fails to reduce a Capital Improvement Rent increase in the month following the end of the amortization period for such improvement and the Tenant pays any portion of such Rent increase after the end of the amortization period, the Tenant may recover interest on the amount overpaid.

2. The applicable rate of interest for overpaid Capital Improvements shall be the rate specified by law for judgments pursuant to California Constitution, Article XV and any legislation adopted thereto and shall be calculated at simple interest.

(6) Documentation of improvement costs with proof of payment (i.e., invoices, receipts, and/or canceled checks) must be presented for all costs which are being used for justification of the proposed rent increase.

(7) Amortization of Capital Improvements. The following schedule shall be used to determine the amortization period of the capital improvement:

<u>IMPROVEMENT</u>	<u>YEARS</u>
<u>Air Conditioners</u>	10
<u>Appliances</u>	

Refrigerator	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
<u>Structural Repair and Retrofitting</u>	
Foundation Repair	10

Foundation Replacement	20
Foundation Bolting	20
Iron or Steel Work	20
Masonry-Chimney Repair	20
Shear Wall Installation	10
<u>Seismic Retrofit</u>	<u>25</u>
<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>Automatic Garage Door Openers</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>Stucco</u>	10
<u>Tilework</u>	10
<u>Wallpaper</u>	5
<u>Window Coverings</u>	
Drapes	5
Shades	5
Screens	5
Awnings	5
Blinds/Miniblinds	5
Shutters	5

(8) The following describe five major hazard conditions classified as Priorities 1 & 2:

I. **MECHANICAL**

Priority 1

- A. Unvented heaters
- B. No combustion chamber, fire or vent hazard
- C. Water heaters in sleeping rooms, bathrooms
- D. Open gas lines, open flame heaters

Priority 2

- A. Damaged gas appliance
- B. Flame impingement, soot
- C. Crimped gas line, rubber gas connections
- D. Dampers in gas heater vent pipes, no separation or clearance, through or near combustible surfaces
- E. Water heater on garage floor

II. PLUMBING

Priority 1

- A. Sewage overflow on surface

Priority 2

- A. Open sewers or waste lines
- B. Unsanitary, inoperative fixtures; leaking toilets
- C. T & P systems, newly or improperly installed

III. ELECTRICAL

Priority 1

- A. Bare wiring, open splices, unprotected knife switches, exposed energized electrical parts
- B. Evidence of overheated conductors including extension cords
- C. Extension cords under rugs

Priority 2

- A. Stapled cord wiring; extension cords
- B. Open junction boxes, switches, outlets
- C. Over-fused circuits
- D. Improperly added wiring

IV. STRUCTURAL

Priority 1

- A. Absence of handrail, loose, weakly-supported handrail
- B. Broken glass, posing potential immediate injury
- C. Hazardous stairs
- D. Collapsing structural members

Priority 2

- A. Garage wall separation
- B. Uneven walks, floors, tripping hazards
- C. Loose or insufficient supporting structural members
- D. Cracked glass, leaky roofs, missing doors (exterior) and windows
- E. Exit, egress requirements; fire safety

Note: Floor separation and stairway enclosures in multi-story handled on a case basis.

V. OTHER

Priority 1

- A. Wet garbage
- B. Open wells or unattended swimming pools
- C. Abandoned refrigerators
- D. Items considered by field person to be immediate hazards

- C. Significant quantity of debris
- D. Abandoned vehicles

Priority 2

- A. Broken-down fences or retaining walls
- B. High, dry weeds, next to combustible surfaces

Questions concerning permits, repairs and compliance schedules should be referred to code enforcement office of the City of Oakland -- (510) 238-3381.

b. Uninsured Repair Costs: Uninsured Repair Costs are costs for work done by a landlord or tenant to a rental unit or to the common area of the property or structure containing a rental unit which is performed to secure compliance with any state or local law as to repair damage resulting from, fire, earthquake, or other casualty or natural disaster, to the extent such repair is not reimbursed by insurance proceeds

(1) Uninsured Repair Costs are those costs incurred as a result of natural causes and casualty claims; it does not include improvement work or code correction work. Improvements work or code correction work will be considered either capital improvements or housing services, depending on the nature of the improvement.

(2) Increases justified by Uninsured Repair Costs will be calculated as Capital Improvement costs.

c. Increased Housing Service Costs: Increased Housing Service Costs are services provided by the landlord related to the use or occupancy of a rental unit, including, but not limited to, insurance, repairs, replacement maintenance, painting, lighting, heat, water, elevator service, laundry facilities, janitorial service, refuse removal, furnishings, parking, security service and employee services. Any repair cost that is the result of deferred maintenance, as defined in Appendix A, Section 10.2.28.22.070.C.1.a(2)(4)(b), cannot be considered a repair for calculation of Increased Housing Service Costs. Property tax is not considered a housing service cost.

(1) In determining whether there has been an increase in housing service costs, consider the annual operating expenses for the previous two years. (For example: if the rent increase is proposed in 1993, the difference in housing service costs between 1991 and 1992 will be considered.) The average housing service cost percentage (%) increase per month per unit shall be derived by dividing this difference by twelve (12) months, then by the number of units in the building and finally by the average gross operating income per month per unit (which is determined by dividing the gross monthly operating income by the number of units). Once the percentage increase is determined the percentage amount must exceed the allowable rental increase deemed by City Council. The total determined percentage amount is the actual percentage amount allowed for a rental increase.

(2) Any major or unusual housing service costs (i.e., a major repair which does not occur every year) shall be considered a capital improvement. However, any repair cost that is not eligible as a capital improvement because it is deferred maintenance pursuant to Appendix A, Section 10.2.28.22.070.C.1.a(2)(4)(b), may not be considered a repair for purposes of calculating Increased Housing Service Costs.

(3) Any item which has a useful life of one year or less, or which is not considered to be a capital improvement, will be considered a housing service cost (i.e., maintenance and repair).

(4) Individual housing service cost items will not be considered for special consideration. For example, PG&E increased costs will not be considered separately from other housing service costs.

(5) Documentation (i.e., bills, receipts, and/or canceled checks) must be presented for all costs

which are being used for justification of the proposed rent increase.

(6) Landlords are allowed up to 8% of the gross operating income of unspecified expenses (i.e., maintenance, repairs, legal and management fees, etc.) under housing service costs unless verified documentation in the form of receipts and/or canceled checks justify a greater percentage.

(7) If a landlord chooses to use 8% of his/her income for unspecified expenses, it must be applied to both years being considered under housing service cost (for example, 8% cannot be applied to 1980 and not 1981).

(8) An Increased Housing Service Costs increase may not be taken in the same year as a CPI increase because it replaces the current year's CPI increase.

~~1.8 A decrease in housing service costs (i.e., any items originally included as housing service costs such as water, garbage, etc.) is considered to be an increase in rent and will be calculated as such (i.e., the average cost of the service eliminated will be considered as a percentage of the rent). If a landlord adds service (i.e., cable TV, etc.) without increasing rent or covers costs previously paid by a tenant, this is considered to be a rent decrease and will be calculated as such.~~

~~1.9 The transfer of utility costs to the tenant by the landlord is not considered as part of the rent increase unless the landlord is designated in the original rental agreement to be the party responsible for such costs.~~

~~1.10 When more than one rental unit shares any type of utility bill with another rental unit, it is illegal to divide up the bill between units. Splitting the costs of utilities among tenants who live in separate units is prohibited by the Public Utilities Commission Code and Rule 18 of PG&E. The best way to remedy the bill is to install individual meters. If this is too expensive, then the property owner should pay the utility bill himself/herself and build the cost into the rent.~~

d. "Fair Return"

(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.

e. Additional Occupants

As provided by O.M.C. 8.22.020, "Additional occupant," the addition of occupants above the base occupancy level, as defined by the Rent Adjustment Ordinance, allows an owner to petition to increase the rent by an amount up to 5% for each occupant above the base occupancy level. Such petitions must be filed within ninety (90) days of approval, or deemed approval as provided by O.M.C. 8.22.360.A.2.b, of the tenant's written request to add the occupant. No rent increase shall be granted for an additional occupant who is the spouse, registered domestic partner, parent, grandparent, child, adopted child, foster child, or grandchild of an existing tenant, or the legal guardian of an existing tenant's child or grandchild who resides in the unit, or a caretaker/attendant as required for a reasonable accommodation for an occupant with a disability.

Such rent increases must be reversed by the Owner if the additional occupancy level decreases, beginning with the most recently granted increase. Once a tenant provides written notice to the Owner of a decrease in the additional occupancy level and lists all current occupants, the Owner must provide written notice within fifteen (15) days to the tenant of the applicable reduced rent, effective as of the next regular rent due date occurring no sooner than thirty (30) days after the tenant's written notice.

If there are changes in occupancy following a tenant's request to add an occupant and, prior to the Owner's 15-day rent reduction notice deadline and the Owner issuing the notice, the additional occupancy level remains the same (e.g., a departing occupant is replaced), the Owner need not issue the rent reduction notice and the rent increase granted due to the prior additional occupant shall remain in effect, until and unless the additional occupancy level decreases. When the additional occupancy level remains the same following a change in occupancy, the Owner may not be granted a new additional occupant rent increase for any additional occupant that is added. The number of rent increases for additional occupants that currently apply to the rent may not exceed the additional occupancy level.

f. Tenant Not Residing in Unit as Principal Residence [Added May 5, 2021, but does not take effect until 3 months after the Local Emergency regarding the COVID-19 pandemic declared on March 9, 2020, is terminated by the City Council]

An Owner who seeks to impose a rent increase without limitation because the Tenant is not residing in the unit as their principal residence must petition for approval of the unrestricted rent increase based on a determination made pursuant to a hearing that the Tenant does not reside in the unit as their principal residence as of the date the petition is filed. The Hearing Officer shall not consider evidence in support of a petition that is obtained in violation of California Civil Code Section 1954 or the Oakland Tenant Protection Ordinance.

F. Decreased Housing Services

1. A decrease in housing services costs (i.e., any items originally included as housing services costs such as water, garbage, etc.) is considered to be an increase in rent and will be calculated as such (i.e., the average cost of the service eliminated will be considered as a percentage of the rent). If a landlord adds service (i.e., cable TV, etc.) without increasing rent or covers costs previously paid by a tenant, this is considered to be a rent decrease and will be calculated as such.

2. The transfer of utility costs to the tenant by the landlord is not considered as part of the rent increase unless the landlord is designated in the original rental agreement to be the party responsible for such costs.

3. When more than one rental unit shares any type of utility bill with another rental unit, it is illegal to divide up the bill between units. Splitting the costs of utilities among tenants who live in separate units is prohibited by the Public Utilities Commission Code and Rule 18 of PG&E. The best way to remedy the bill is to install individual meters. If this is too expensive, then the property owner should pay the utility bill himself/herself and build the cost into the rent.

8.22.090 PETITION AND RESPONSE FILING PROCEDURES.

A. Filing Deadlines

1. In order for a document to meet the filing deadlines prescribed by OMC Chapter 8.22.090, documents must be received by the Rent Adjustment Program offices no later than 5 PM on the date the document is due. A postmark is not sufficient to meet the requirements of OMC Chapter 8.22.090. ~~Additional Regulations regarding electronic and facsimile filing will be developed when these filing methods become available at the Rent Adjustment Program.~~

2. Electronically filed documents must be received by the Rent Adjustment Program no later than 11:59 PM on the date the document is due.

B. Tenant Petition and Response Requirements

1. A Tenant petition or response to an Owner petition is not considered filed until the following has been submitted:

a. ~~Evidence that the Tenant is current on his or her Rent or is lawfully withholding Rent. For purposes of filing a petition or response, a statement under oath that a Tenant is current in his or her Rent or is lawfully withholding Rent is sufficient, but is subject to challenge at the hearing.~~Reserved;

b. A substantially completed petition or response on the form prescribed by the Rent Adjustment Program, signed under oath; and

c. For Decreased Housing Services claims, organized documentation clearly showing the Housing Service decreases claimed and the claimed value of the services, and detailing the calculations to which the documentation pertains. Copies of documents should be submitted rather than originals. All documents submitted to the Rent Adjustment Program become permanent additions to the file.

d. Proof of service by first-class mail or in person of the tenant petition or response and any supporting documents on the owner.

2. Subtenant petitions described by Regulation 8.22.025 and Primary Tenant responses to them are subject to the tenant petition and response requirements in this section.

C. Owner Petition and Response Requirements

1. An Owner's petition or response to a petition is not considered filed until the following has been submitted:

a. Evidence that the Owner has paid his or her City of Oakland Business License Tax;

b. Evidence that the Owner has paid his or her Rent Program Service Fee or evidence that the unit is exempt from the fee;

c.

i. Evidence that the Owner has provided written notice, to all Tenants **in each covered unit** affected by the petition or response, of the existence and scope of the Rent Adjustment Program as required by OMC 8.22.060. For purposes of filing a petition or response, a statement that the Owner has provided the required notices is sufficient, but is subject to challenge at the hearing;

ii. After July 1, 2023, evidence of registration with the Rent Adjustment Program as required by 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 or response on the form prescribed by the Rent Adjustment Program, signed under oath;

e. Organized documentation clearly showing the Rent increase justification and detailing the calculations to which the documentation pertains. Copies of documents should be submitted rather than originals. All documents submitted to the Rent Adjustment Program become permanent additions to the file; 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.

2. Primary tenant responses to subtenant petitions described by Regulation 8.22.025 are not subject to the Owner response requirements in this section.

D. Time of Hearing and Decision

1. The time frames for hearings and decisions set out below are repeated from OMC 8.22.110 D.

2. The Hearing Officer shall have the goal of hearing the matter within sixty (60) days of the original petition's filing date.

3. The Hearing Officer shall have a goal of rendering a decision within sixty (60) days after the conclusion of the hearing or the close of the record, whichever is later.

E. Designation of Representative

Parties have the right to be represented by the person of their choice. A Representative does not have to be a licensed attorney. Representatives must be designated in writing by the party. Notices and correspondence from the Rent Adjustment Program will be sent to representatives as well as parties so long as a written Designation of Representative has been received by the

Rent Adjustment Program at least ten (10) days prior to the mailing of the notice or correspondence. Parties are encouraged to designate their representatives at the time of filing their petition or response whenever possible.

8.22.100 MEDIATION OF RENT DISPUTES.

A. Availability of Mediation

Voluntary mediation of Rent disputes will be available to all parties participating in Rent adjustment proceedings after the filing of a petition and response. Mediation will only be conducted in those cases in which all parties agree in advance to an effort to mediate the dispute.

B. Procedures

1. Parties who desire mediation shall have the choice between the use of Rent Adjustment Program Staff Hearing Officers acting as mediators or the selection of an outside mediator. Staff Hearing Officers shall be made available to conduct mediations free of charge. The Rent Adjustment Program will develop a list of available outside mediators for those who do not wish to have Staff Hearing Officers mediate rent disputes. Any fees charged by an outside mediator for mediation of rent disputes will be the responsibility of the parties requesting the use of their services.

2. The following rules apply to mediations conducted by Staff Hearing Officers and notices regarding the scheduling of a mediation session shall explain the following:

a. Participation in a mediation session is voluntary;

b. A request by any party for a hearing on the petition instead of the mediation session received prior to or during the scheduled mediation will be granted. Such a request will be immediately referred to the Rent Adjustment Program and a hearing on the petition will be scheduled;

c. Written notice of the mediation session shall be served on the parties by the Rent Adjustment Program in accordance with OMC 8.22.110.

d. It is the goal to have the mediation scheduled within the first 30 days after the response to the petition is filed.

e. Absence Of Parties. If either party fails to appear for a properly noticed mediation, the Hearing Officer will refer the matter to the Rent Adjustment Program for administrative review or hearing on the petition, whichever is appropriate.

~~i. If a petitioner fails to appear at a properly noticed mediation, the Hearing Officer may, in the Hearing Officer's discretion, dismiss the case.~~

~~ii. If a respondent fails to appear, the Hearing Officer will refer the matter to the Rent Adjustment Program for administrative review or hearing on the petition, whichever is appropriate.~~

3. The following rules apply to mediations conducted by outside mediators and notices regarding the scheduling of a mediation session shall explain the following:

a. Participation in a mediation session is voluntary;

b. The Rent Adjustment Program will not schedule the mediation; the parties will be responsible for scheduling the mediation between themselves and the mediator and for notifying the Rent Adjustment Program of the time and date for the mediation;

c. A request by any party for a hearing on the petition instead of the mediation session received prior to or during the scheduled mediation will be granted. Such a request will be immediately referred to the Rent Adjustment Program and an administrative hearing will be scheduled.

~~d. In the event that the responding either party fails to appear for the mediation session, the case will be referred back to the Rent Adjustment Program for administrative review and or hearing on the petition, whichever is appropriate.~~

~~d. In the event that the petitioning party fails to appear for the mediation session, the case will be referred back to the Rent Adjustment Program for administrative dismissal of the petition.~~

4. The Regulations regarding representation by an agent and translation apply to mediations.

5. If the parties fail to settle the rent dispute through the mediation process after a good faith effort, a hearing on the petition will be scheduled on a priority basis with a Staff Hearing Officer. If the mediation was conducted by a Staff Hearing Officer, the hearing on the petition will be conducted by a different Hearing Officer.

6. If the parties reach an agreement during the mediation, a written mediation agreement will be prepared immediately by the mediator and signed by the parties at the conclusion of the mediation. To the extent possible, mediation agreements shall be self-enforcing. The Hearing Officer will issue an order corresponding to the mediated agreement and signed by the parties that either dismisses the petition or grants the petition according to terms set out in the mediation agreement.

7. A settlement agreement reached by the parties will become a part of the record of the proceedings on the petition unless the parties otherwise agree.

8. The parties cannot agree to grant an Owner a permanent exemption of for dwelling unit. Permanent exemption claims must be decided by a Hearing Officer after a hearing on the evidence.

C. Postponements of Mediations Before Hearing Officers

1. A Hearing Officer or designated Staff member may grant a postponement of the mediation only for good cause shown and in the interests of justice. A party may be granted only one postponement for good cause, unless the party shows extraordinary circumstances.

2. "Good cause" includes but is not limited to:

a. Verified illness of a party an attorney or other authorized representative of a party or

material witness of the party;

b. Verified travel plans scheduled before the receipt of notice of hearing;

c. Any other reason that makes it impractical to appear at the scheduled mediation date due to unforeseen circumstances or verified prearranged plans that cannot be changed. Mere inconvenience or difficulty in appearing shall not constitute "good cause".

3. A request for a postponement of a mediation must be made in writing at the earliest date possible after receipt of the notice of mediation with supporting documentation attached.

4. Parties may mutually agree to a postponement at any time. When the parties have agreed to a postponement, the Rent Adjustment Program office must be notified in writing at the earliest date possible prior to the date set for the mediation.

8.22.110 HEARING PROCEDURE.

A. Postponements

1. A Hearing Officer or designated Staff member may grant a postponement of the hearing only for good cause shown and in the interests of justice. A party may be granted only one postponement for good cause, unless the party shows extraordinary circumstances.
2. "Good cause" includes but is not limited to: a. Verified illness of a party an attorney or other authorized representative of a party or material witness of the party; b. Verified travel plans scheduled before the receipt of notice of hearing; c. Any other reason that makes it impractical to appear at the scheduled date due to unforeseen circumstances or verified prearranged plans that cannot be changed. Mere inconvenience or difficulty in appearing shall not constitute "good cause".
3. A request for a postponement of a hearing must be made in writing at the earliest date possible after receipt of the notice of hearing with supporting documentation attached.
4. Parties may mutually agree to a postponement at any time. When the parties have agreed to a postponement, the Rent Adjustment Program office must be notified in writing at the earliest date possible prior to the date set for the hearing.

B. Absence Of Parties

1. 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.
 - a. Any excuse for failing to appear, along with supporting documentation, must be submitted to the Hearing Officer within ten (10) days of service of the hearing decision.
 - b. The Hearing Officer will determine if the excuse represents a prima facie case of good cause based on the standards for failing to appear at a hearing and any Board decisions interpreting good cause for failure to appear.
 - c. If the Hearing Officer determines that the application represents a prima facie case of good cause, the Hearing Officer may schedule a new hearing on good cause and on the petition.
 - d. If the petitioner submits a timely application under subsection (a), the time to appeal the Hearing Decision is extended until fifteen (15) days after service of the Hearing Officer's decision denying good cause for failure to appear.

2. If a respondent fails to appear, the Hearing Officer may rule against the respondent, or proceed to a hearing on the evidence.

C. Record Of Proceedings

1. All proceedings before a Hearing Officer or the Rent Board, except mediation sessions, shall

be recorded by tape or other mechanical means. A party may order a duplicate or transcript of the tape recording of any hearing provided that the party ordering the duplicate or transcript pays for the expense of duplicating or transcribing the tape.

2. Any party desiring to employ a court reporter to create a record of a proceeding, except a mediation session, is free to do so at their own expense, provided that the opportunity to obtain copies of any transcript are offered to the Rent Adjustment Program and to the opposing party.

D. Translation

Translation services for documents, procedures, hearings and mediations in languages other than English pursuant to the Equal Access to Services ordinance (O.M.C. Chapter 2.3) shall be made available to persons requesting such services subject to the City's ability to provide such services. In the event that the City is unable to provide such services, petitioners and respondents who do not speak or are not comfortable with English must provide their own translators. The translators will be required to take an oath that they are fluent in both English and the relevant foreign language and that they will fully and to the best of their ability translate the proceedings.

E. Conduct Of Hearings Before Hearing Officers

1. Each party, attorney, other representative of a party or witness appearing at the hearing shall complete a written Notice of Appearance and oath, as appropriate, that will be submitted to the Hearing Officer at the commencement of the hearing. All Notices of Appearance shall become part of the record.

2. All oral testimony must be given under oath or affirmation to be admissible.

3. Each party shall have these rights:

a. To call and examine witnesses;

b. To introduce exhibits, provided that the party provides the exhibits to the Rent Adjustment Program and serves copies to the other party not less than seven (7) days before the hearing unless the party has good cause for late filing;

c. To cross-examine opposing witnesses on any matter relevant to the issues even if that issue was not raised on direct examination;

d. To impeach any witness regardless of which party called first called him or her to testify;

e. To rebut the evidence against him or her;

f. To cross-examine an opposing party or their agent even if that party did not testify on his or her own behalf or on behalf of their principal

g. A party who fails to file a response to a petition is prohibited from calling or examining witnesses or introducing oral or written evidence and is limited to cross-examination, unless the

party has good cause for failing to file a response.

4. Unless otherwise specified in these Regulations or OMC Chapter 8.22, the rules of evidence applicable to administrative hearings contained in the California Administrative Procedures Act (California Government Code Section 11513) shall apply.

F. Decisions Of The Hearing Officer

1. The Hearing Officer shall make written findings of fact and issue a written decision on petitions filed.

2. If an increase in Rent is granted, the Hearing Officer shall state the amount of increase that is justified, and the effective date of the increase.

3. If a decrease in Rent is granted, the Hearing Officer shall state when the decrease commenced, the nature of the service decrease, the value of the decrease in services, and the amount to which the rent may be increased when the service is restored. When the service is restored, any Rent increase based on the restoration of service may only be taken following a valid change of terms of tenancy notice pursuant to California Civil Code Section 827. A Rent increase for restoration of decreased Housing Services is not considered a Rent increase for purposes of the limitation on one Rent increase in twelve (12) months pursuant to OMC 8.22.070 A. (One Rent Increase Each Twelve Months).

4. The Hearing Officer may order Rent adjustment for overpayments or underpayments over a period of months, however, such adjustments shall not span more than a twelve (12) month period, unless longer period is warranted for extraordinary circumstances. The following is a schedule of adjustments for underpayment and overpayments that Hearing Officers must follow unless the parties otherwise agree or good cause is shown:

a. If the underpayment or overpayment is 25% of the Rent or less, the Rent will be adjusted over 3 months;

b. If the underpayment or overpayment is 50% of the Rent or less, the Rent will be adjusted over 6 months;

c. If the underpayment or overpayment is 75% of the Rent or less, the Rent will be adjusted over 9 months;

d. If the underpayment or overpayment is 100% of the Rent or more, the Rent will be adjusted over 12 months.

5. For Rent overpayments based on an Owner's failure to reduce Rent after the expiration of the amortization period for a Capital Improvement, the decision shall also include a calculation of any interest that may be due pursuant to Reg. 8.22.070.C.1.a(5) 10-2-5 (see Appendix A).

6. If the Landlord has petitioned for multiple capital improvements covering the same unit or building, the Hearing Officer may consolidate the capital improvements into a single amortization period and, in the Hearing Officer's discretion, determine the length for that

amortization period in the Decision.

G. Administrative Decisions

For rent increase petitions based on one or more additional occupants, if there is no genuine dispute regarding any material fact, the petition may be decided as a matter of law, and the tenant waives their right to a hearing in writing on a form provided by the Rent Adjustment Program, the Hearing Officer shall issue a decision without a hearing.



8.22.120 APPEALS.

A. Statement of Grounds for Appeal and Supporting Documentation

1. A party who appeals a decision of a Hearing Officer or administrative decision must clearly state the grounds for the appeal on the appeal form or an attachment. The grounds for appeal must be stated sufficiently clearly for the responding party, and the Board to reasonably determine the basis for the appeal so that the responding party can adequately respond and the Board can adequately adjudicate the appeal.
2. A party who files an appeal must file any supporting argument and documentation and serve it on the opposing party within fifteen (15) days of filing the appeal along with a proof of service on the opposition party.
3. A party responding to an appeal must file any response to the appeal and any supporting documentation and serve it on the opposing party within ~~thirty (30) fifteen (15) days of the service of the supporting documentation appeal~~ along with a proof of service on the opposing party.
4. Any argument and supporting documentation may not be any more than twenty-five (25) pages. Arguments must be legible and double-spaced if typed. Any submissions not conforming to these requirements may be rejected by Staff. Staff may limit the pages for argument and supporting documentation submitted in consolidated cases.
5. Staff, in its discretion, may modify or waive the above requirements for good cause. The good cause must be provided in writing by the party seeking a waiver or modification.

B. Grounds for Appeal

The grounds on which a party may appeal a decision of a Hearing Officer include, but are not limited to, the following:

1. The decision is inconsistent with OMC Chapter 8.22, the Regulations, or prior decisions of the Board;
2. The decision is inconsistent with decisions issued by other Hearing Officers;
3. The decision raises a new policy issue that has not previously been decided by the Board;
4. The decision violates federal, state, or local law;
5. The decision is not supported by substantial evidence. Where a party claims the decision is not supported by substantial evidence, the party making this claim has the burden to ensure that sufficient record is before the Board to enable the Board to evaluate the party's claim;
6. The Hearing Officer made a procedural error that denied the party sufficient opportunity to adequately present his or her claim or to respond to the opposing party; or
7. The decision denies the Owner a fair return.

a. This appeal ground may only be used by an Owner when his or her underlying petition for approval of a rent increase was based on a fair return claim.

b. Where an Owner claims the decision denies a fair return, the Owner must specifically state on the appeal form the basis for the claim, including any calculations, and the legal basis for the claim.

C. Postponements

1. The Board or Staff may grant a postponement of the appeal hearing only for good cause shown and in the interests of justice. A party may be granted only one postponement for good cause, unless the party shows extraordinary circumstances.

2. "Good cause" shall include but is not limited to:

a. Verified illness of a party an attorney or other authorized representative of a party or material witness of the party;

b. Verified travel plans scheduled before the receipt of notice of hearing;

c. Any other reason that makes it impractical to appear at the scheduled date due to unforeseen circumstances or verified prearranged plans that cannot be changed. Mere inconvenience or difficulty in appearing shall not constitute "good cause".

3. A request for a postponement of an appeal hearing must be made in writing at the earliest date possible after receipt of the notice of appeal hearing with supporting documentation attached.

~~4. Parties may mutually agree to a postponement at any time. When the parties have agreed to a postponement, the Rent Adjustment Program office must be notified in writing at the earliest date possible prior to the date for the appeal hearing.~~

D. Procedures at Appeal Hearings

1. It is the Board's or Appeal Panel's goal to hear three (3) appeals per meeting.

2. Unless the Board or Appeal Panel votes otherwise, or the Appeal Body Chair establishes an alternate time limit prior to the first appeal being heard by the Appeal Body, each party will have ~~fifteen (15)~~ six (6) minutes to present argument on or in opposition to the appeal. This time includes opening argument and any response.

3. Whenever the Board or Appeal Panel considers an appeal at more than one meeting, any Board member not present at a prior hearing must listen to a tape of the prior hearing in order to participate at a subsequent hearing.

4. Only those grounds presented in the written appeal may be argued before the Board or the Appeal Panel.

E. Record Of Proceedings

1. All proceedings before the Rent Board shall be recorded by tape or other mechanical means. A party may order a duplicate or transcript of the tape recording of any appeal hearing provided that the party ordering the duplicate or transcript pays for the expense of duplicating or transcribing the tape.
2. Any party desiring to employ a court reporter to create a record of a proceeding, except a mediation session, is free to do so at their own expense, provided that the opportunity to obtain copies of any transcript are offered to the Rent Adjustment Program and to the opposing party.

F. Evidentiary Hearings

1. As a general rule, the Board and Appeal Panels should not conduct evidentiary hearings. When the Board or Appeal Panel determines that additional evidence or reconsideration of evidence is necessary, the Board or Appeal Panel should remand the matter back to a Hearing Officer for consideration of evidence.
2. The Board or Appeal Panel should only consider evidence when the evidence is limited in scope and resolution of the matter is more efficient than having it remanded to a Hearing Officer for consideration of the evidence.
3. In order for new evidence to be considered, the party offering the new evidence must show that the new evidence could not have been available at the Hearing Officer proceedings.
4. If the Board or Appeal Panel deems an evidentiary hearing necessary, the appeal will be continued and the Board will issue a written order setting forth the issues on which the parties may present evidence.
5. The parties must file any new documentary evidence with the Board or Appeal Panel and also serve it the opposing party not more than ten (10) days after notice is given that a date has been set for the evidentiary appeal hearing.
 - a. Parties must also file with the Rent Program proofs of service of the evidence on the opposing party.
 - b. Failure to file the evidence and the proofs of service may result in the evidence not being considered by the Board or Appeal Panel.
6. When the Board or Appeal Panel conducts an evidentiary hearing, the same rules will apply as to hearings before Hearing Officers.

G. Appeal Decisions

1. **Vote Required.** Provided a quorum of the Board is present, or all three Appeal Panel members if a matter is being heard by an Appeal Panel, a majority vote of the Board members present is required to overturn or modify a Hearing Officer's decision. A tie vote upholds the Hearing Officer's decision. If no Board member makes a motion to uphold, reverse, or modify the Hearing Officer's decision on appeal or no motion receives a second, the appeal is deemed denied without comment.

2. Vote at Close of Appeal Hearing. Unless the Board or Appeal Panel votes otherwise, it shall vote on each appeal at the close of the appeal. The motion should include the reasons for the decisions so that the reasons can be set forth in a written decision.

a. Form of Decision. An appeal decision must be in writing and include findings and conclusions.

b. Time for Written Decision. The Board has the goal of issuing a written decision within thirty (30) days of the close of the appeal hearing.

c. Final decision.

i. Written appeal decisions are drafted by Staff, reviewed by the City Attorney, signed by staff as the Board's designee, and served on the parties.

ii. In any individual matter, however, the Board or Appeal Panel may vote to require that a decision first come to the full Board or full Appeal Panel or to the Board or Appeal Panel Chair for final approval and signature of that Chair. A decision is not final until signed by Staff or the Board or Appeal Panel Chair and served on the parties.

d. In its decision, the Board is authorized to designate a schedule for refunds or repayments consistent with Reg. 8.22.110 F.4 in cases where its decision results in under- or over-payments by a party; alternatively, the Board may remand to the Hearing Officer for purposes of devising a refund or repayment plan.

e. Staff shall serve decisions on the parties.

H. Dismissal of Appeal

1. Untimely appeal filing.

a. Staff may dismiss an appeal that is not timely filed.

b. Within ten (10) days following Staff's notice of the dismissal, the party filing the late appeal may submit a written statement explaining any good cause for the late filing.

c. If the good cause appears within the guidelines for acceptable good cause set out in Rent Board decisions, Staff may reinstate the appeal or set a hearing before the Board on whether there is good cause for the late appeal.

d. If the good cause does not appear within the acceptable good cause parameters, Staff may reject the good cause and affirm the appeal dismissal.

2. Failing to adequately state grounds for appeal.

a. If Staff determines that an appeal fails to adequately state the grounds for appeal, Staff will send a deficiency notice to the appellant notifying the appellant of the deficiency and giving the appellant ten (10) days to correct the deficiency.

b. If the appellant fails to respond to the deficiency notice or fails to correct the deficiency in the response, Staff may dismiss the appeal, or ask the Rent Board to determine the adequacy of the appeal.

I. Failure to Appear

1. Appellant. If an appellant fails to appear at an appeal hearing, the Board or Appeal Panel will decide the appeal on the record as submitted~~consider the appeal dropped and will issue a decision dismissing the appeal, subject to the appellant showing good cause for the failure to appear.~~

a. ~~Any excuse for failing to appear, along with supporting documentation, must be submitted to Staff with ten (10) days of the date of the service of the appeal decision.~~

b. ~~Staff will, in the first instance determine if the excuse represents a prima facie case of good cause based on the standards for failing to appear at a hearing and any Board decisions interpreting good cause for failure to appear.~~

e. ~~If a prima facie case of good cause is shown, Staff will schedule an appeal hearing on whether the Board or Appeal Panel accepts the good cause.~~

2. Responding party. If the responding party fails to appear, the Board or Appeal Panel must still hear and decide the appeal.

Appendix A

Deleted [Contents moved to Section 8.22.070.]

FURTHER RESOLVED: That the Rent Board authorizes the Chair or the Chair’s designee to speak in support of the resolution on behalf of the Board at City Council or Committee meetings.

APPROVED BY THE FOLLOWING VOTE

AYES: NICKENS, WILLIAMS, OSHINUGA, ESCOBAR, TAYLOR AND CHAIRPERSON
INGRAM

NOES:

ABSENT:

ABSTENTION:

Date:

ATTEST

BRIANA LAWRENCE-MCGOWAN
Rent Adjustment Program, Housing
& Community Development
Department

Robert's Rules of Order

July 13, 2023

Kent Qian, Oakland City Attorney's Office

000052

I. Introduction

- Parliamentary procedure in general
- Robert's formalized in the 19th century
- Regulations require Robert's (8.22.040.A.8)
- Large vs small bodies (rigid vs more permissive)
- Fills gaps in meeting rules not addressed by other law (Brown Act, Sunshine Ordinance, Regs, due process requirements)

II. Chair

- A. Opens meeting at appointed time, after ascertaining quorum
- B. Announces & expedites business before the Board
- C. Recognizes members entitled to the floor
- D. Put proper motions to vote
- E. Decides questions of order, subject to appeal

III. Minutes

Content:

- Kind of meeting & name of body
- Date & time of meeting
- Presiding Chair
- Minutes approval for prior meetings
- Main motions if seconded & not withdrawn (maker, wording, disposition, amendments)
- Substance of oral committee reports
- Points of order & appeals

IV. Committees

- Quorum = simple majority of the committee (absent different quorum rule created by the Board)
- Standing committee [continual] vs. special (“ad hoc”) committee [short term]
- Empowered to perform a function [example: ad hoc committee to develop recommendation or make report on a particular subject]
- May not adopt their own rules

V. Motions

Requirements for *most* (but not all) motions, especially main motions:

- Maker must have the floor (called on by chair)
- Stated in the affirmative (do something)
- Need a 2nd before discussion can begin (doesn't mean you have to support or vote for the motion)
- Permits discussion (only 1 speaker at a time)

Types of Motions



Main motion



Subsidiary motions



Privileged motions



Incidental motions



Motions that bring
back a question

Subsidiary motions

Are subsidiary to the main motion

Types:

- 1. Table (undebatable)
- 2. Previous question (“call the question”) (undebatable)
- 3. Limit or extend debate (undebatable)
- 4. Postpone
- 5. Refer to committee
- 6. Amend (debatable if main motion is)

Privileged motions

Motions unrelated to pending question that concern urgency

Types:

- Adjourn
- Recess (during pending business)
- Point of privilege (rights of member or assembly)
- Regular order of business

Can interrupt;

Except for Adjourn, no second needed & undebatable

Incidental motions

Questions of procedure

Types:

- 1. Point of information (no second)
- 2. Point of order (no second)
- 3. Ask for vote by actual count rather than voice (“division”) (no second)
- 4. Withdraw of motion
- 5. Suspend the rules (Robert’s or rules adopted under Robert’s; includes taking item out of order; 2/3s vote required)
- 6. Appeal ruling of Chair

Not debatable except Appeal ruling of Chair

Motions that bring back a question

Motions that bring back
previously considered questions

Types:

- 1. Reconsider
- 2. Discharge duty from committee
- 3. Rescind
- 4. Take from table

When you can interrupt

+ no second or debate

- Point of privilege
- Point of order
- Point of information
- Regular order of business

Requires 2nd & permits debate

- Appeal ruling of Chair

What takes precedence

- **Adjourn**
- **Recess**
- **Point of privilege**
- Regular order of business
- Table
- Previous question (“call the question”)
- Limit or extend debate
- Postpone until specific time
- Amend
- Postpone indefinitely
- Main motion

Motions simplified



What are you trying to do with a motion?



Make it



Amend it



Challenge it



Debate it



Vote on it

VI. Voting

- A. Determination: Usually majority vote. (2/3s rarely)
- B. Right to abstain
- C. Methods of voting: 1. Voice (“aye” & “nay”); 2. Rollcall; 3. Unanimous consent
- D. *Caveats* (which typically limit most Robert’s Voting rules to ad hoc committees & some in person meetings):
 - 1. Superseding Board regs (8.22.040.B)
 - 2. Brown Act requires that votes during teleconferenced meetings be by rollcall.

VII. Adjournment

- Terminates meeting
- May adjourn by motion
- If scheduled & all other business on agenda concluded, Chair may adjourn without motion

CHRONOLOGICAL CASE REPORT

Case No.: T23-0011

Case Name: Rattanamongkhoun v. Fong

Property Address: 1583 E 38th Street, Oakland, CA 94602

Parties: Nikone Rattanamongkhoun (Tenant)
Phonethip Hill (Tenant Representative)
Bill and Lana Fong (Owners)
Donald Fong (Owner)

TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	January 22, 2023
Notice of Incomplete Petition mailed	February 28, 2023
Tenant Documents submitted	March 3, 2023
Involuntary Dismissal mailed	April 7, 2023
Corrected Involuntary Dismissal mailed	April 11, 2023
Tenant Appeal filed	May 1, 2023



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

T23-0011 EL/BL

TENANT PETITION

RECEIVED

JAN 22 2023

RENT ADJUSTMENT PROGRAM
 OAKLAND

Property Address: 1583 E 38th St
Case: Petition: 16301
Date Filed: 01-22-2023

Party	Name	Address	Mailing Address
Owner	Bill and Lana Fong Property owners are deceased	PO Box 2118 Orinda, CA 94563	PO Box 2118 Orinda, California 94563
Representative	Phonethip Hill	16025 Via Alamos San Lorenzo, CA 94580	16025 Via Alamos (510) 393-6012 San Lorenzo, California ponniehill@gmail.com 94580
Tenant	Nikone Rattamongkhoun	1583 E 38th St Oakland, CA 94602	(510) 393-6012 ponniehill@gmail.com

Number of units on the property 2-4 Units (Duplex, Triplex, or 4 Unit Building)

Type of unit you rent Apartment, Room or Live-work

Are you current on your rent? Yes

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



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

TENANT PETITION

Grounds for Petition

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

I received a rent increase above the allowable amount.

I received a rent increase that I believe is unlawful because I was not given proper notice, was not properly served, and/or was not provided with the required RAP Notice ("Notice to Tenants of the Residential Rent Adjustment Program").

000069



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

TENANT PETITION

Rental History

Date you moved into the Unit	5/1/1983
Initial Rent	\$ 350.00 /month
Current Rent	\$ 750.00 /month
Is your rent subsidized or controlled by any government agency, including HUD (Section 8)?	No
When, if ever, did the property owner first provide you the City form, NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM ('RAP Notice')?	I was never provided with the RAP Notice.
List the case numbers of any relevant prior Rent Adjustment case(s):	



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

TENANT PETITION

List all rent increases that you want to challenge*.

Date you received the notice	
Date increase goes into effect	01-01-1900
Monthly rent increase From	\$ 700.00
Monthly rent increase To	\$ 750.00
Did You Receive a Rent Program Notice With the Notice Of Increase?	No

Date you received the notice	
Date increase goes into effect	01-01-1900
Monthly rent increase From	\$ 650.00
Monthly rent increase To	\$ 700.00
Did You Receive a Rent Program Notice With the Notice Of Increase?	No

Date you received the notice	
Date increase goes into effect	01-01-1900
Monthly rent increase From	\$ 515.00
Monthly rent increase To	\$ 650.00
Did You Receive a Rent Program Notice With the Notice Of Increase?	No

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



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

TENANT PETITION

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



TENANT PETITION

Description of Decreased or Inadequate Housing Services

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

Mediation

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

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

I/We agree to have my/our case mediated by a Rent Adjustment Program staff mediator. No

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: No



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

TENANT PETITION

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

ponnie hill

1/22/2023

Signature

Date

000074



NOTICE OF INCOMPLETE TENANT PETITION

CASE NUMBER: T23-0011
CASE NAME: Rattanamongkhoun v. Fong
PROPERTY ADDRESS: 567 Oakland Avenue, Unit 304

The Rent Adjustment Program (hereinafter “RAP”) received a *Tenant Petition* from you on January 22, 2022

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

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

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

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

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

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

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

Dated: February 28, 2022

Brittnei Lothlen
City of Oakland
Rent Adjustment Program



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

NOTICE TO PROPERTY OWNER OF TENANT PETITION

ATTENTION: IMMEDIATE ACTION REQUIRED

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

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

➤ TO RESPOND:

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

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

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

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



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

For Rent Adjustment Program date stamp.

PROOF OF SERVICE

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

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

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

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

by the following means (check one):

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

PERSON(S) SERVED:

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

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

PRINTED NAME

SIGNATURE

DATE SIGNED

IMPORTANT INFORMATION REGARDING FILING YOUR PETITION

TIME TO FILE YOUR PETITION

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

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

CONTACT A HOUSING COUNSELOR TO REVIEW YOUR PETITION BEFORE SUBMITTING

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

DOCUMENTS SUBMITTED IN SUPPORT OF PETITION

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

SERVICE ON PROPERTY OWNER

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

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

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

FILING YOUR PETITION

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

Via email: hearingsunit@oaklandca.gov

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

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

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

AFTER PETITION IS FILED

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

FILE/DOCUMENT REVIEW

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

JURISDICTION

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

FOR MORE INFORMATION

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

PROOF OF SERVICE

Case Number: T23-0011

Case Name: Rattanamongkhoun v. Fong

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

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

Documents Included

Notice of Incomplete Tenant Petition

Proof of Service form

Owner

Property Owners of 1583 E38th Street
PO Box 2118
Orinda, CA 94563

Bill and Lana Fong
PO Box 2118
Orinda, CA 94563

Tenant Representative

Phonethip Hill
16025 Via Alamos
San Lorenzo, CA 94580

Tenant

Nikone Rattanamongkhoun
1583 E38th Street
Oakland, CA 94602

I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first class postage thereon fully prepaid in the ordinary course of business. I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **February 28, 2022** in Oakland, California.

Brittini Lothlen

Brittini Lothlen

Oakland Rent Adjustment Program

000082



PIEDMONT
195 41ST ST
OAKLAND, CA 94611-9991
(800)275-8777

02/03/2023 01:42 PM

Product	Qty	Unit Price	Price
First-Class Mail® Large Envelope	1		\$2.46
Orinda, CA 94563 Weight: 0 lb 5.40 oz Estimated Delivery Date Mon 02/06/2023			
Certified Mail®			\$4.15
Tracking #: 70222410000342344334			
Return Receipt			\$3.35
Tracking #: 9590 9402 7882 2234 1057 83			
Total			\$9.96

Grand Total: \$9.96

Credit Card Remit \$9.96
Card Name: VISA
Account #: XXXXXXXXXXXX9917
Approval #: 045914
Transaction #: 443
AID: A0000000980840 Contactless
AL: US DEBIT

Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit www.usps.com USPS Tracking or call 1-800-222-1811.

In a hurry? Self-service kiosks offer quick and easy check-out. Any Retail Associate can show you how.

Preview your Mail
Track your Packages
Sign up for FREE @
<https://informedelivery.usps.com>

All sales final on stamps and postage. Refunds for guaranteed services only. Thank you for your business.

Tell us about your experience. Go to: <https://postalexperience.com/Pos> or scan this code with your mobile device,



or call 1-800-410-7420.

UFN: 055517-0024
Receipt #: 840-59450095-4-5821518-2
Clerk: 13

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Orinda, CA 94563

Certified Mail Fee	
\$	\$4.15
Extra Services & Fees (check box, add fee as appropriate)	\$7.25
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage
\$
Total Postage and Fees
\$ 4.15

Sent To
Donald Fong
Street and Apt. No., or PO Box No.
PO BOX 2118
City, State, ZIP+4®
ORINDA, CA 94563

PS Form 3800, April 2015 PSN 7530-02-000-9047



See Reverse for Instructions

7022 2410 0003 4234 4334

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Donald Fong
P.O. Box 2118
Orinda, CA 94563



9590 9402 7882 2234 1057 83

2. Article Number (Transfer from service label)

7022 2410 0003 4234 4334

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X. Wally

- Agent
- Addressee

B. Received by (Printed Name)

W Fong

C. Date of Delivery

2/8/23

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Registered Mail
- Registered Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Domestic Return Receipt

000084



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

For Rent Adjustment Program date stamp.

PROOF OF SERVICE

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

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

On the following date: 2 / 3 / 2023 served a copy of (check all that apply):

- TENANT PETITION** plus 18 attached pages (number of pages attached to Petition not counting the Petition form, NOTICE TO PROPERTY OWNER OF TENANT PETITION, or PROOF OF SERVICE)
- NOTICE TO PROPERTY OWNER OF TENANT PETITION**
- Other: _____

by the following means (check one):

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

///

///

///

PERSON(S) SERVED:

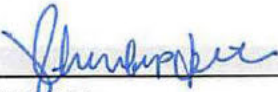
Name	Donald Fong
Address	PO Box 2118
City, State, Zip	Orinda, CA 94563

Name	
Address	
City, State, Zip	

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

Phonethip Hill

PRINTED NAME



SIGNATURE

2/3/2023

DATE SIGNED

IMPORTANT INFORMATION REGARDING FILING YOUR PETITION

TIME TO FILE YOUR PETITION

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

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

CONTACT A HOUSING COUNSELOR TO REVIEW YOUR PETITION BEFORE SUBMITTING

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

DOCUMENTS SUBMITTED IN SUPPORT OF PETITION

All attachments submitted together with your Petition must be numbered sequentially. You may submit additional evidence in support of your Petition up to seven days before your hearing¹. You must serve a copy of any documents filed with RAP on the other party and submit a PROOF OF SERVICE form.

REMINDER: Once a petition and its attachments are submitted to the RAP they become public records. Please redact any private information (such as social security numbers, bank account numbers, credit card numbers and similar financial data) from the documents you submit as part of this petition. If you have any questions, you may contact RAP staff at (510) 238-3721 or by email at RAP@oaklandca.gov.

Additionally, all documents submitted to the RAP, including but not limited to emails, petitions, attachments, potential evidence, text messages, screenshots, etc., are a part of the file in your case and all parties to a case are entitled to have access to this information.

SERVICE ON PROPERTY OWNER

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

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

You may serve the property owner and/or the owner's representative by mail or personal delivery. A copy of the completed PROOF OF SERVICE form must be submitted to RAP together with your Petition. Your Petition will not be considered complete until a PROOF OF SERVICE form is filed indicating that the owner has been served. Note that you cannot serve a Petition by email, even if you have an agreement to electronic service between the parties, because the Ordinance requires service by mail or in person.

¹ Note that certain documents are required to be submitted with the Petition. See petition for details.



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

NOTICE TO PROPERTY OWNER OF TENANT PETITION

ATTENTION: IMMEDIATE ACTION REQUIRED

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

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

➤ **TO RESPOND:**

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

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

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

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



CITY OF OAKLAND

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

For Rent Adjustment Program date stamp.

TENANT PETITION

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

Rental Unit Information

1583 Street Number E 38th Street Street Name N/A Unit Number Oakland, CA 94602 Zip Code

Move-in Date: Around May 1983 Initial Rent at Move-In: \$ 350.00 Current Rent: \$ 750.00

Is your rent subsidized or controlled by a government agency (such as HUD or Section 8), other than Oakland Rent Adjustment Program? (See page 5 "Jurisdiction" for more information)

Yes
 No
 Not sure

Are you current on rent? Yes (*Note: You must be current on your rent or lawfully withholding rent in order to file a petition. Checking "No" without providing an adequate explanation may result in your petition being dismissed.)
 No*

If not current on rent, explain why: _____

When (if ever) did the property owner first provide you with the City form, NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM ("RAP Notice")?

I first received the RAP Notice on: _____
 I was never provided with the RAP Notice
 I do not remember if I ever received the RAP Notice

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

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

Nikone First Name Rattanamongkhoun Last Name
Mailing Address (if different from above): _____
Primary Telephone: 510-967-6070 Other Telephone: _____ Email: _____

Somphane First Name Mingsisouphan Last Name
Mailing Address (if different from above): _____
Primary Telephone: 510-407-2185 Other Telephone: _____ Email: _____

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

Phonethip First Name Hill Last Name N/A Firm/Organization (if any)
Mailing Address: 16025 Via Alamitos San Lorenzo, CA 94580
Phone Number: 510-393-6012 Email: ponniehill@gmail.com

Property Owner Information

Property Owner

Bill _____ Fong _____
 First Name Last Name

Company/LLC/LP (if applicable): Bill and Lana Fong Trust

Mailing Address: PO Box 2118 Orinda, CA 94563

Phone Number: Deceased Email: _____

Property Manager (if applicable)

Donald _____ Fong _____ Kessler Mortgage (spelling on Bank Statements)
 First Name Last Name Name of Management Company

Mailing Address: PO Box 2118 Orinda, CA 964563

Phone Number: 925-330-0999 Email: fongdonald@aol.com

GROUNDS FOR PETITION

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

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

A. Unlawful Rent Increase(s)
 (Complete this section if any of the grounds for petition fall under category A, above)

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

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

Date received rent increase notice: (Month/Day/Year)	Date rent increase went into effect: (Month/Day/Year)	Amount of increase:		Received RAP Notice with notice of rent increase?	
		FROM	TO	YES	NO
August 2019	September 15, 2019	\$ 515	\$650	<input type="checkbox"/>	<input checked="" type="checkbox"/>
December 2020	January 15, 2021	\$ 850	\$ 700	<input type="checkbox"/>	<input checked="" type="checkbox"/>
February 2022	March 15, 2022	\$ 700	\$750	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>

B. Decreased Housing Services
 (Complete this section if any of the grounds for petition fall under category B, above)

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

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

	Description of problem or decreased housing service (list separately):	Date problem or decreased service started: (Month/Day/Year)	Date first notified owner or manager of problem: (Month/Day/Year)	Date problem or service was fixed, if ever: (Month/Day/Year)	What is the dollar value of your claimed loss?
1.					\$
2.					\$
3.					\$
4.					\$

TENANT VERIFICATION
(Required)

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

X Nikona
Tenant 1 Signature

2/3/23
X Nikona
Date

X Souhane mingsade
Tenant 2 Signature

X 2/3/23
Date

CONSENT TO ELECTRONIC SERVICE
(Highly Recommended)

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

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

MEDIATION PROGRAM

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

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

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

X Nikona
Tenant Signature

X 2.3.23
Date

INTERPRETATION SERVICES

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

- I request an interpreter fluent in the following language at my Rent Adjustment proceeding:
- Spanish (Español)
 - Cantonese (廣東話)
 - Mandarin (普通话)
 - 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 (PLUS ANY ATTACHMENTS) ON THE PROPERTY OWNER PRIOR TO FILING YOUR PETITION WITH RAP. You must include a copy of the RAP form "NOTICE TO PROPERTY OWNER OF TENANT PETITION" (the preceding page of this petition packet) and a completed PROOF OF SERVICE form together with your Petition.

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

On the following date: 2 / 3 / 2023 served a copy of (check all that apply):

- TENANT PETITION** plus 18 attached pages (number of pages attached to Petition not counting the Petition form, NOTICE TO PROPERTY OWNER OF TENANT PETITION, or PROOF OF SERVICE)
- NOTICE TO PROPERTY OWNER OF TENANT PETITION**
- Other: _____

by the following means (check one):

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

///

///

///

PERSON(S) SERVED:

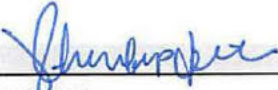
Name	Donald Fong
Address	PO Box 2118
City, State, Zip	Orinda, CA 94563

Name	
Address	
City, State, Zip	

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

Phonethip Hill

PRINTED NAME



SIGNATURE

2/3/2023

DATE SIGNED

IMPORTANT INFORMATION REGARDING FILING YOUR PETITION

TIME TO FILE YOUR PETITION

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

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

CONTACT A HOUSING COUNSELOR TO REVIEW YOUR PETITION BEFORE SUBMITTING

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

DOCUMENTS SUBMITTED IN SUPPORT OF PETITION

All attachments submitted together with your Petition must be numbered sequentially. You may submit additional evidence in support of your Petition up to seven days before your hearing¹. You must serve a copy of any documents filed with RAP on the other party and submit a PROOF OF SERVICE form.

REMINDER: Once a petition and its attachments are submitted to the RAP they become public records. Please redact any private information (such as social security numbers, bank account numbers, credit card numbers and similar financial data) from the documents you submit as part of this petition. If you have any questions, you may contact RAP staff at (510) 238-3721 or by email at RAP@oaklandca.gov.

Additionally, all documents submitted to the RAP, including but not limited to emails, petitions, attachments, potential evidence, text messages, screenshots, etc., are a part of the file in your case and all parties to a case are entitled to have access to this information.

SERVICE ON PROPERTY OWNER

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

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

You may serve the property owner and/or the owner's representative by mail or personal delivery. A copy of the completed PROOF OF SERVICE form must be submitted to RAP together with your Petition. Your Petition will not be considered complete until a PROOF OF SERVICE form is filed indicating that the owner has been served. Note that you cannot serve a Petition by email, even if you have an agreement to electronic service between the parties, because the Ordinance requires service by mail or in person.

¹ Note that certain documents are required to be submitted with the Petition. See petition for details.

FILING YOUR PETITION

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

Via email: hearingsunit@oaklandca.gov

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

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

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

AGREEMENT TO ELECTRONIC SERVICE

If you have agreed to electronic service from the RAP by signing the Consent to Electronic Service on page 4 of the petition, you have agreed to receive electronic service from the Rent Adjustment Program only, and not from the other parties to the case.

AFTER PETITION IS FILED

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

FILE/DOCUMENT REVIEW

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

JURISDICTION

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

FOR MORE INFORMATION

Additional information on the petition and hearing process is located on the RAP website and in the Residential Rent Adjustment Program Ordinance and Regulations (see Oakland Municipal Code 8.22.010 *et seq.*). For more

information on rent increases, including the list of the annual allowable CPI rates and calculators for certain justifications, see: <https://www.oaklandca.gov/resources/learn-more-about-allowable-rent-increases> or you can refer to the Guide on Oakland Rental Housing Law at <https://cao-94612.s3.amazonaws.com/documents/Guide-to-Oakland-Rental-Housing-Law-1.pdf>. You may also contact a RAP Housing Counselor with questions at any time by emailing RAP@oaklandca.gov or calling (510) 238-3721.

Statement Period	Check #	Amount	Deposit Date	Rent Period	Increase	Allowable Rent Increases Starting July 1st each year			Difference	
				September rent, prior to increases						
						Amt of Increase	%	Rent w/ Allowable Increase		
8/21/19 - 9/20/19	Transfer to Fong, Donald	\$ 515.00	9/20/2019	September rent, prior to increases						
9/21/19 - 10/21/19	Transfer to Fong, Donald	\$ 650.00	10/15/2019	October rent	\$ 135.00	26.21%	\$ 18.03	CPI as of 8/1/19 3.50%	\$533.03	(\$116.98)
10/22/19 - 11/21/19	Transfer to Kessler Mortgage	\$ 650.00	11/16/2019	November rent						(116.98)
11/22/19 - 12/19/19	Transfer to Kessler Mortgage	\$ 650.00	12/16/2019	December rent						(116.98)
12/20/19 - 1/22/20	Transfer to Kessler Mortgage	\$ 650.00	1/15/2020	January rent						(116.98)
1/23/20 - 2/21/20	Transfer to Kessler Mortgage	\$ 650.00	2/18/2020	February rent						(116.98)
2/22/20 - 3/19/20	Transfer to Kessler Mortgage	\$ 650.00	3/16/2020	March rent						(116.98)
3/20/20 - 4/20/20	Transfer to Kessler Mortgage	\$ 650.00	4/15/2020	April rent						(116.98)
4/21/20 - 5/20/20	Transfer to Kessler Mortgage	\$ 650.00	5/15/2020	May rent						(116.98)
5/21/20 - 6/18/20	Transfer to Kessler Mortgage	\$ 650.00	6/15/2020	June rent						(116.98)
6/19/20 - 7/20/20	Transfer to Kessler Mortgage	\$ 650.00	7/15/2020	July rent						(116.98)
7/21/20 - 8/20/20	Transfer to Kessler Mortgage	\$ 650.00	8/17/2020	August rent						(116.98)
8/21/20 - 9/21/20	Transfer to Kessler Mortgage	\$ 650.00	9/15/2020	September rent						(116.98)
9/22/20 - 10/21/20	Transfer to Kessler Mortgage	\$ 650.00	10/15/2020	October rent						(116.98)
10/22/20 - 11/20/20	Transfer to Kessler Mortgage	\$ 650.00	11/16/2020	November rent						(116.98)
11/21/20 - 12/18/20	Transfer to Kessler Mortgage	\$ 650.00	12/15/2020	December rent						(116.98)
12/19/20 - 1/22/21	Transfer to Kessler Mortgage	\$ 700.00	1/15/2021	January rent	\$ 50.00	7.69%	\$14.39	CPI as of 8/1/20 2.70%	\$547.42	(\$152.58)
1/23/21 - 2/19/21	Transfer to Kessler Mortgage	\$ 700.00	2/16/2021	February rent						(\$152.58)
2/20/21 - 3/18/21	Transfer to Kessler Mortgage	\$ 700.00	3/15/2021	March rent						(\$152.58)



JPMorgan Chase Bank, N.A.
 P O Box 182051
 Columbus, OH 43218 -2051

September 21, 2019 through October 21, 2019

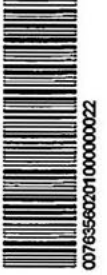
Account Number: [REDACTED]

CUSTOMER SERVICE INFORMATION

Web site: **Chase.com**
 Service Center: **1-800-935-9935**
 Deaf and Hard of Hearing: **1-800-242-7383**
 Para Espanol: **1-877-312-4273**
 International Calls: **1-713-262-1679**

00076356 DRE 703 141 29519 NNNNNNNNNN T 1 000000000 14 0000

NIKONE RATTANAMONGKHONH
 OR SOMPHANE MINGSISOUPHAN
 1583 E 38TH ST
 OAKLAND CA 94602-1244



Good news! We're making it easier to get a replacement account number if your account is compromised.

Starting November 17, 2019, if your account is compromised, we can simply issue you a replacement account number without the hassle of closing your existing account and opening a new one. This will allow you to continue using your existing debit card.

We've updated our Deposit Account Agreement to explain this change:

We can assign and transfer your account information and documentation to a replacement account number at our discretion. We may make this assignment when your account is reported compromised by you or any signer. If we issue you a replacement account number, this Deposit Account Agreement governing you and your account will continue to apply, without interruption, as if you retained the discontinued account number.

Please call us at the number at the top of this statement if you have any questions.

CHECKING SUMMARY

Chase Checking

	AMOUNT
Beginning Balance	[REDACTED]
Deposits and Additions	[REDACTED]
Checks Paid	[REDACTED]
ATM & Debit Card Withdrawals	[REDACTED]
Electronic Withdrawals	[REDACTED]
Ending Balance	[REDACTED]

CHECKS PAID

CHECK NUMBER	DATE PAID	AMOUNT
1364 ^	09/23	[REDACTED]
Total Checks Paid		[REDACTED]

If you see a check description in the Transaction Detail section, it means your check has already been converted for electronic payment. Because of this, we're not able to return the check to you or show you an image on Chase.com.

^ An image of this check may be available for you to view on Chase.com.



September 21, 2019 through October 21, 2019

Account Number: [REDACTED]

A monthly Service Fee was **not** charged to your Chase Checking account. Here are the two ways you can avoid this fee during any statement period.

- **Have direct deposits totaling \$500.00 or more.**
(Your total direct deposits this period were \$2,695.81. Note: some deposits may be listed on your previous statement)
- **QB have at least 5 debit card purchases during your statement period.**

OVERDRAFT AND RETURNED ITEM FEE SUMMARY

	Total for This [REDACTED]	Year- [REDACTED]
Total Overdraft Fees *	[REDACTED]	[REDACTED]
Total Returned Item Fees	[REDACTED]	[REDACTED]

* Total Overdraft Fees includes Insufficient Funds Fees, and Extended Overdraft Fees

Total Refunds for Overdraft or Returned Item Fees identified above: [REDACTED] [REDACTED]

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS: Call us at 1-866-564-2262 or write us at the address on the front of this statement (non-personal accounts contact Customer Service) immediately if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt.

For personal accounts only: We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

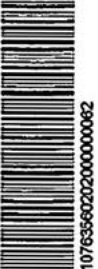
- Your name and account number
- The dollar amount of the suspected error
- A description of the error or transfer you are unsure of, why you believe it is an error, or why you need more information.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC TRANSACTIONS: Contact the bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing no later than 30 days after the statement was made available to you. For more complete details, see the Account Rules and Regulations or other applicable account agreement that governs your account. Deposit products and services are offered by JPMorgan Chase Bank, N.A. Member FDIC



JPMorgan Chase Bank, N.A. Member FDIC



10763566020200000062



September 21, 2019 through October 21, 2019

Account Number: [REDACTED]

This Page Intentionally Left Blank



JPMorgan Chase Bank, N.A.
P O Box 182051
Columbus, OH 43218 -2051

August 21, 2019 through September 20, 2019

Account Number: [REDACTED]

00075911 DRE 703 141 26419 NNNNNNNNNNN T 1 000000000 14 0000

NIKONE RATTANAMONGKHONH
OR SOMPHANE MINGSISOUPHAN
1583 E 38TH ST
OAKLAND CA 94602-1244

CUSTOMER SERVICE INFORMATION

Web site: **Chase.com**
Service Center: **1-800-935-9935**
Deaf and Hard of Hearing: **1-800-242-7383**
Para Espanol: **1-877-312-4273**
International Calls: **1-713-262-1679**



0072911020100000002

CHECKING SUMMARY

Chase Checking

	AMOUNT
Beginning Balance	[REDACTED]
Deposits and Additions	[REDACTED]
ATM & Debit Card Withdrawals	[REDACTED]
Electronic Withdrawals	[REDACTED]
Ending Balance	[REDACTED]

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

TRANSACTION DETAIL *(continued)*

DATE	DESCRIPTION	AMOUNT	BALANCE
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
09/20	09/20 Online Payment 8662927468 To Donal Fong	-515.00	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Ending Balance			[REDACTED]

A monthly Service Fee was **not** charged to your Chase Checking account. Here are the two ways you can avoid this fee during any statement period.

- **Have direct deposits totaling \$500.00 or more.**
(Your total direct deposits this period were \$2,563.47. Note: some deposits may be listed on your previous statement)
- **OR have at least 5 debit card purchases during your statement period.**

OVERDRAFT AND RETURNED ITEM FEE SUMMARY

	Total for This Period	Total Year-to-date
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

* Total Overdraft Fees includes Insufficient Funds Fees, and Extended Overdraft Fees

Total Refunds for Overdraft or Returned Item Fees Identified above: [REDACTED] [REDACTED]



August 21, 2019 through September 20, 2019

Account Number: [REDACTED]

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS: Call us at 1-866-564-2262 or write us at the address on the front of this statement (non-personal accounts contact Customer Service) immediately if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt.

For personal accounts only: We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- A description of the error or transfer you are unsure of, why you believe it is an error, or why you need more information.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC TRANSACTIONS: Contact the bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing no later than 30 days after the statement was made available to you. For more complete details, see the Account Rules and Regulations or other applicable account agreement that governs your account. Deposit products and services are offered by JPMorgan Chase Bank, N.A. Member FDIC



1075911020200000062



JPMorgan Chase Bank, N.A. Member FDIC



August 21, 2019 through September 20, 2019

Account Number: [REDACTED]

This Page Intentionally Left Blank



JPMorgan Chase Bank, N.A.
 P O Box 182051
 Columbus, OH 43218 -2051

February 19, 2022 through March 18, 2022
 Account Number: [REDACTED]

CUSTOMER SERVICE INFORMATION

Web site: Chase.com
 Service Center: 1-800-935-9935
 Deaf and Hard of Hearing: 1-800-242-7383
 Para Espanol: 1-877-312-4273
 International Calls: 1-713-262-1679

00055850 DRE 703 141 07822 NNNNNNNNNN T 1 000000000 14 0000
 NIKONE RATTANAMONGKHONH
 OR SOMPHANE MINGSISOUPHAN
 1583 E 38TH ST
 OAKLAND CA 94602



CHECKING SUMMARY

Chase Total Checking

	AMOUNT
Beginning Balance	[REDACTED]
Deposits and Additions	[REDACTED]
ATM & Debit Card Withdrawals	[REDACTED]
Electronic Withdrawals	[REDACTED]
Ending Balance	[REDACTED]

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]



February 19, 2022 through March 18, 2022

Account Number: [REDACTED]

A Monthly Service Fee was not charged to your Chase Total Checking account. Here are the three ways you can avoid this fee during any statement period.

- **Have electronic deposits made into this account totaling \$500.00 or more, such as payments from payroll providers or government benefit providers, by using (I) the ACH network, (II) the Real Time Payment network, or (III) third party services that facilitate payments to your debit card using the Visa or Mastercard network.** (Your total electronic deposits this period were \$2,384.03. Note: some deposits may be listed on your previous statement)
- **QB, keep a balance at the beginning of each day of \$1,500.00 or more in this account.** (Your balance at the beginning of each day was \$33.86)
- **QB, keep an average beginning day balance of \$5,000.00 or more in qualifying linked deposits and investments.** (Your average beginning day balance of qualifying linked deposits and investments was \$486.78)



IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS: Call us at 1-866-564-2262 or write us at the address on the front of this statement (non-personal accounts contact Customer Service) immediately if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt.

For personal accounts only: We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- A description of the error or transfer you are unsure of, why you believe it is an error, or why you need more information.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC TRANSACTIONS: Contact the bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing no later than 30 days after the statement was made available to you. For more complete details, see the Account Rules and Regulations or other applicable account agreement that governs your account. Deposit products and services are offered by JPMorgan Chase Bank, N.A. Member FDIC



JPMorgan Chase Bank, N.A. Member FDIC



February 19, 2022 through March 18, 2022
Account Number: [REDACTED]

This Page Intentionally Left Blank



JPMorgan Chase Bank, N.A.
 P O Box 182051
 Columbus, OH 43218 -2051

December 19, 2020 through January 22, 2021

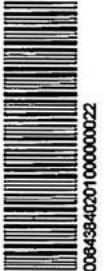
Account Number: [REDACTED]

CUSTOMER SERVICE INFORMATION

Web site: Chase.com
 Service Center: 1-800-935-9935
 Deaf and Hard of Hearing: 1-800-242-7383
 Para Espanol: 1-877-312-4273
 International Calls: 1-713-262-1679

00064384 DRE 703 141 02321 NNNNNNNNNNN T 1 000000000 14 0000

NIKONE RATTANAMONGKHONH
 OR SOMPHANE MINGSISOUPHAN
 1583 E 38TH ST
 OAKLAND CA 94602-1244



Help keep your money safe.

We can help you identify and avoid financial abuse. Know the warning signs and find tips to help protect yourself and your loved ones.

Visit chase.com/FinancialAbuse for more information.

CHECKING SUMMARY

Chase Checking

	AMOUNT
Beginning Balance	[REDACTED]
Deposits and Additions	[REDACTED]
ATM & Debit Card Withdrawals	[REDACTED]
Electronic Withdrawals	[REDACTED]
Ending Balance	[REDACTED]

TRANSACTION DETAIL

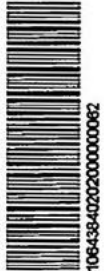
DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]



December 19, 2020 through January 22, 2021
Account Number: [REDACTED]

TRANSACTION DETAIL (continued)

DATE	DESCRIPTION	AMOUNT	BALANCE
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Ending Balance			[REDACTED]



A Monthly Service Fee was **not** charged to your Chase Checking account. Here are ways you can avoid this fee during any statement period.

- **Have electronic deposits made into this account totalling \$500.00 or more, such as payments from payroll providers or government benefit providers, by using (I) the ACH network, (II) the Real Time Payment network, or (III) third party services that facilitate payments to your debit card using the Visa or Mastercard network.** (Your total electronic deposits this period were \$3,143.28. Note: some deposits may be listed on your previous statement)
- **OR have 5 or more purchases using your Chase Debit Card post to your account during your statement period. Withdrawals from ATMs or cash advance transactions do not qualify.**

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS: Call us at 1-866-564-2262 or write us at the address on the front of this statement (non-personal accounts contact Customer Service) immediately if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt.

For personal accounts only: We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- A description of the error or transfer you are unsure of, why you believe it is an error, or why you need more information.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC TRANSACTIONS: Contact the bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing no later than 30 days after the statement was made available to you. For more complete details, see the Account Rules and Regulations or other applicable account agreement that governs your account. Deposit products and services are offered by JPMorgan Chase Bank, N.A. Member FDIC



JPMorgan Chase Bank, N.A. Member FDIC



December 19, 2020 through January 22, 2021

Account Number: [REDACTED]

This Page Intentionally Left Blank



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

TENANT PETITION

Property Address: 1583 E 38TH ST
Case: Petition: 16327
Date Filed: 02-03-2023

Party	Name	Address	Mailing Address	
Owner	Bill Fong Bill and Lana Fong Trust	4673 Edgewood Ave Oakland, CA 94602	4673 Edgewood Ave Oakland, 94602	owners are deceased, address listed abode is sold. This is the last location we have for them
Manager	Donald Fong	PO Box 2118 Orinda, CA 94563	PO Box 2118 Orinda, 94563	(925) 330-0999 fongdonald@aol.com
Representative	Phonethip Hill	16025 Via Alamitos Oakland, CA 94602	16025 Via Alamitos Oakland, 94602	(510) 393-6012 ponniehill@gmail.com
Tenant	Nikone Rattanamongkhoun	1583 East 38th Street Oakland, CA 94602		(510) 393-6012 ponniehill@gmail.com

Number of units on the property

2-4 Units (Duplex, Triplex, or 4
Unit Building)

Type of unit you rent

Apartment, Room or Live-work

City of Oakland Rent Adjust Program

Date Printed: 02-03-2023

000116



Is your unit subsidized or controlled by any government agency of the City of Oakland Rent Adjustment Program (Section 8 or Section 8), other than the Oakland Rent Adjustment Program? (Note: If your rent is controlled or subsidized by any other governmental agency, the Oakland Rent Adjustment Program may not have jurisdiction over your claim.) Please see the Jurisdiction notice on page 1 of this form.

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

TENANT PETITION

Are you current on your rent? Yes

Property Address: 583 E 38TH ST
Case: Petition: 16527
Date Filed: 02-03-2023

On your rent, use this space to explain why. You must be current on your rent or lawfully withholding rent to file a petition. If you are lawfully withholding rent, state what, if any, habitability issues exist in your unit. (Note: Checking "No" without providing an adequate explanation may result in your petition being dismissed.)



Petition

City of Oakland Rent Adjustment Program

250 Frank H. Ogawa Plaza, Suite 5313

Oakland, CA 94612

(510) 238-3721

**For all of the grounds for a petition
see OMC 8.22.070 and OMC 8.22.090.**

(A1) I received a rent increase above the allowable amount.

**I (We) contest one or more rent
increases on one or more of the
following grounds:**

(A2) I received a rent increase that I believe is unlawful because
TENANT PETITION notice, was not properly served, and/or
was not provided with the required RAP Notice ("Notice to
Tenants of the Residential Rent Adjustment Program").

Property Address: 1583 E 38TH ST

Case: Petition: 16327

Date Filed: 02-03-2023

City of Oakland Rent Adjust Program

Date Printed: 02-03-2023

000118



City of Oakland Rent Adjustment Program

250 Frank H. Ogawa Plaza, Suite 5313

Oakland, CA 94612

(510) 238-3721

CITY OF OAKLAND

Date you moved into the Unit

5/15/1983

Initial Rent

\$ 350.00 /month

Current Rent

\$ 750.00 /month

TENANT PETITION

When, if ever, did the property owner first provide you the City form, NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM ('RAP Notice')?
 Property Address: 1585 19th St
 Case: Petition: 16327

I was never provided with the RAP Notice.

List the case numbers of any relevant prior Rent Adjustment case(s):

List all rent increases that you want to challenge.

Date you received the notice	Date increase goes into effect	Monthly rent increase From	Monthly rent increase To	Did You Receive a Rent Program Notice With the Notice Of Increase?
	03-15-2022	\$ 700.00	\$ 750.00	No
	01-15-2021	\$ 650.00	\$ 700.00	No
	09-15-2019	\$ 515.00	\$ 650.00	No

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

City of Oakland Rent Adjust Program

Date Printed: 02-03-2023

000119



of Decreased or Inadequate Housing Services

City of Oakland Rent Adjustment Program

250 Frank H. Ogawa Plaza, Suite 5313

Oakland, CA 94612

(510) 238-3721

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

TENANT PETITION

Property Address: 1583 E 38TH ST
Case: Petition: 16327
Date Filed: 02-03-2023

City of Oakland Rent Adjust Program

Date Printed: 02-03-2023



City of Oakland Rent Adjustment Program

250 Frank H. Ogawa Plaza, Suite 5313

Oakland, CA 94612

(510) 238-3721

TENANT PETITION

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

Property Address: 1583 Foothill St, Oakland, CA 94612

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

Date Filed: 02-03-2023

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

Yes



Electronic Service

City of Oakland Rent Adjustment Program

250 Frank H. Ogawa Plaza, Suite 5313

Oakland, CA 94612

(510) 238-3721

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.

TENANT PETITION

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

Property Address: 1583 E 38TH ST
Interpretation Services

Case: Petition: 16327

Date Filed: 02-03-2023
If English is not your primary language, you have the right to an interpreter in your primary language at the Rent Adjustment hearing and mediation session. You can request an interpreter by completing this section.

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

Signature

Date

-----END OF PETITION-----



Housing and Community Development Department
Rent Adjustment Program

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

DISMISSAL OF INCOMPLETE PETITION

CASE NUMBER: T23-0011

CASE NAME: Rattanamongkhoun v. Fong

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

A *Notice of Incomplete Petition* was sent to the petitioner on February 28, 2023, and the petitioner was given 35 days to file the necessary documents, and file a proof of service of their petition. The Petitioner provided documentation that purports to show the petition was sent by certified mail. The Ordinance does not authorize service such service. Accordingly, no documents were filed showing proper service. Therefore, the petition is dismissed..

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: April 5, 2023

Élan Consuella Lambert
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE

Case Number: T23-0011

Case Name: Rattanamongkhoun v. Fong

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

Dismissal of Incomplete Petition

Owner

Property Owners of 1583 E38th Street
PO Box 2118
Orinda, CA 94563

Bill and Lana Fong
PO Box 2118
Orinda, CA 94563

Tenant Representative

Phonethip Hill
16025 Via Alamos
San Lorenzo, CA 94580

Tenant

Nikone Rattanamongkhoun
1583 E38th Street
Oakland, CA 94602

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 **April 7, 2022** in Oakland, California.

Brittini Lothlen

Brittini Lothlen

Oakland Rent Adjustment Program

000124



Housing and Community Development Department
Rent Adjustment Program

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

CORRECTED DISMISSAL OF INCOMPLETE PETITION

CASE NUMBER: T23-0011

CASE NAME: Rattanamongkhoun v. Fong

PROPERTY ADDRESS: 1583 East 38th Street
Oakland, CA

CORRECTION

A Dismissal was issued on April 5, 2023. There are typographical errors in the Dismissal. The Corrected Dismissal is issued to correct the typographical errors. These are clerical errors, and there is no further appeal period.

A Notice of Incomplete Petition was sent to the petitioner on February 28, 2023, and the petitioner was given 35 days to file the necessary documents and file a proof of service of their petition. The Petitioner provided documentation that purports to show the petition was sent by certified mail. The Ordinance does not authorize service such service. Accordingly, no documents were filed showing proper service. Therefore, the petition is dismissed.

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: April 11, 2023

Élan Consuella Lambert
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE

Case Number: T23-0011

Case Name: Rattanamongkhoun v. Fong

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

Corrected Dismissal of Incomplete Petition

Owner

Property Owners of 1583 E38th Street
PO Box 2118
Orinda, CA 94563

Bill and Lana Fong
PO Box 2118
Orinda, CA 94563

Tenant Representative

Phonethip Hill
16025 Via Alamos
San Lorenzo, CA 94580

Tenant

Nikone Rattanamongkhoun
1583 E38th Street
Oakland, CA 94602

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 **April 11, 2022** in Oakland, California.

Brittini Lothlen

Brittini Lothlen

Oakland Rent Adjustment Program

000126



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

For file stamp.

RECEIVED

MAY -1 2023

**RENT ADJUSTMENT PROGRAM
OAKLAND APPEAL**

Appellant's Name Nikone Rattanamongkhoun		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
Property Address (Include Unit Number) 1583 E 38th Street Oakland, CA 94602			
Appellant's Mailing Address (For receipt of notices) Same as property address		Case Number T23-0011	Date of Decision appealed April 5, 2023
Name of Representative (if any) Phonethip Hill	Representative's Mailing Address (For notices) 16025 Via Alamos San Lorenzo, CA 94580		

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

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


For more information phone (510) 238-3721.

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

Submissions to the Board must not exceed 25 pages from each party, and they must be received by the Rent Adjustment Program with a proof of service on opposing party within 15 days of filing the appeal. Only the first 25 pages of submissions from each party will be considered by the Board, subject to Regulations 8.22.010(A)(5). Please number attached pages consecutively. Number of pages attached: 7.

• 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 April 19, 2023, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<u>Name</u>	Donald Fong
<u>Address</u>	PO Box 2118
<u>City, State Zip</u>	Orinda, CA 94563
<u>Name</u>	City of Oakland Housing Community Development, Rent Adjustment Program
<u>Address</u>	250 Frank Ogawa Plaza, Suite 5313
<u>City, State Zip</u>	Oakland, CA 94612

	<u>4/19/2023</u>
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

IMPORTANT INFORMATION:

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

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

For more information phone (510) 238-3721.

Phonethip Hill
16025 Via Alamos
San Lorenzo, CA 94580

CASE NUMBER: T23-0011
CASE NAME: Rattanamongkhoun v. Fong
PROPERTY ADDRESS: 1583 East 38th Street
Oakland, CA 94602

Dear Élan Consuella Lambert;

I am appealing the Dismissal of Incomplete Petition that was issued by your office on April 5, 2023, dated April 11, 2023.

I received the certified return receipt from the United States Postal Service on February 22, 2023. Donald Fong (landlord) received the Tenant Petition on February 8, 2023. I logged onto the City of Oakland ("The City"), Rent Adjustment Program to upload the proof of service and was denied access. This was during the start of the ransomware attack against The City. On March 3, 2023 (postmarked March 1, 2023), we received a letter from RAP, citing Notice of Incomplete Tenant Petition. Still unable to upload the proof of service, I emailed Ms. Brittnei Lothlen @ blothlen@oaklandca.gov on March 3, 2023 @ 3:01 PM (attached). Ms. Lothlen did not respond to my email (because of the ransomware attack) but called my cell phone around 5 PM that evening. She confirmed receipt of my email, the proof of service. I told her I was unable to upload the proof of service, therefore I emailed it to her. In our conversation, I was not told I needed to mail in a copy of the proof of service to the RAP office.

Due to unforeseen circumstances, I was unable to upload the proof of service to the RAP website.

Under 8.22.090 PETITION AND RESPONSE FILING PROCEDURES, Section B. Tenant Petition and Response Requirements, Item 1.d., Proof of service by first-class mail or in person of the tenant petition or response and any supporting documents on the owner. I have served the landlord via first-class mail and provided the RAP case manager the proof within the specified time.

I am requesting the dismissal of case # T23-0011 be overturned. I submitted the proof of service within the 35 days (March 10, 2023) to file the necessary documents. I emailed the proof of service to the case manager, Brittnei Lothlen within the specified time (March 3, 2023). I am including a picture of the front of the return first-class mail postcard, this was not included in my email attachment to Ms. Brittnei Lothlen.

Please reconsider your decision. Thank you for your time.

With gratitude,



Phonethip Hill

000130

~~OAKLAND CA 945~~
USPS TRACKING#



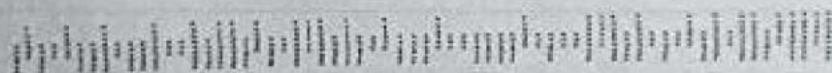
First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

9590 9402 7882 2234 1057 83

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

Nikone Rattanamongkhoun
1583 E. 38th St.
Oakland, CA 94602





ponnie hill <ponniehill@gmail.com>

Case # T23-0011 | Tenant Petition # 16327

ponnie hill <ponniehill@gmail.com>
To: blathlen@oaklandca.gov

Fri, Mar 3, 2023 at 3:01 PM

Hello Brittni Lothlen,

I am writing on behalf of my parents, regarding Case # T23-0011. I notice in the header of the letter, the Case Name is correct; Rattanamongkhoun v. Fong. However the Property Address shown is incorrect (567 Oakland Ave, Unit 304), the correct Property Address is 1583 E 38th Street, the property is a triplex.

Attached are the Tenant Petition forms I sent to Donald Fong, Tenant Petition Receipt of Mail, Proof of Service (signed by me), electronic petition 16327, and USPS Certification Proof of Service. All items listed were uploaded to the RAP Tenant app except for the Certification (received 2/22/23). I emailed the Hearings Unit email and received a confirmation of receipt on 2/23/23, stating they'd forward the Certification Proof of Service to the appropriate party.

Please advise on what the next steps are and if you have any questions or concerns. Should need to reach me by phone, my number is 510-393-6012.

Thank you in advance for your assistance in this matter.

Best Regards,

Phonethip "Ponnie" Hill

5 attachments

Certification Proof of Service_2.8.23.jpg
2001K

- Tenant Petition Forms to Donald Fong_2.3.23.pdf
5405K
- Tenant Petition Receipt of Mail to Donald Fong_2.3.23.pdf
802K
- Proof Of Service_ph 2.3.23_signed.pdf
3070K
- Tenant Petition_16327.pdf
1193K

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Donald Fong
P.O. Box 2118
Orinda, CA 94563



9590 9402 7882 2234 1057 83

2. Article Number (Transfer from carrier label)

7022 2410 0003 4234 4334

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X. Wally

- Agent
- Addressee

B. Received by (Printed Name)

W Fong

C. Date of Delivery

2/8/23

D. Is delivery address different from item 1?

- Yes
- No

If YES, enter delivery address below:

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery
- Priority Mail Express®

Domestic Return Receipt

CHRONOLOGICAL CASE REPORT

Case No.: L23-0001

Case Name: Ruelas v. Tenants

Property Address: 2900 Birdsall Avenue, Oakland, CA 94619

Parties: Noemi Ruelas (Owner)
Kimberly Roehn (Owner Representative)
Michael Goldstein (Tenant)
Joel Bernhardt (Tenant)
Noah Lopes (Tenant)
Gary Sato (Tenant)
Bobby & Dee Ward (Tenant)

OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Property Owner Petition filed	February 2, 2023
Tenant Response filed (Ward)	February 11, 2023
Tenant Response filed (Sato)	February 17, 2023
Tenant Response filed (Goldstein)	February 17, 2023
Tenant Response filed (Bernhardt)	February 21, 2023
Tenant Documents submitted (Goldstein)	March 6, 2023

Hearing Dates

March 13, April 3 & 17, 2023

Hearing Decision mailed

May 17, 2023

Owner Appeal filed

May 26, 2023



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.

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			
2900-2910	Birdsall Ave.	2900, 2902, 2904, 2906, 2908, 2910	Oakland, CA 94619
Street Number	Street Name	Unit Number	Zip Code
Is there more than one street address on the parcel?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, list all addresses: <u>See above</u>
Type of unit(s) (check one):		Number of units on property: <u>6</u>	
<input type="checkbox"/> Single family home		Date acquired property: <u>May 6, 2020</u>	
<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			
<u>Noemi</u>		<u>Ruelas</u>	
First Name		Last Name	
Company/LLC/LP (if applicable): _____			
Mailing address: <u>161 S. San Antonio Road, Los Altos CA 94022</u>			
Primary Telephone: <u>see agent info below</u>		Other Telephone: _____ Email: <u>Noemi.Ruelas@cbrnorcal.com</u>	
Property Owner Representative (Check one):			
<input type="checkbox"/> No Representative <input checked="" type="checkbox"/> Attorney <input type="checkbox"/> Non-attorney			
<u>Kimberly</u>		<u>Roehn</u>	
First Name		Last Name	
Mailing Address: <u>1990 N. California Blvd., Suite 800, Walnut Creek CA 94596</u>		<u>Roehn Law Offices LLP</u> Firm/Organization (if any)	
Phone Number: <u>(925) 464-2202</u>		Email: <u>kim@roehnlaw.com</u>	

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")	Attach proof of payment of the current year's RAP Fee for the subject property.
<input checked="" type="checkbox"/> Service of the required City form entitled "NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM" ("RAP Notice") on all tenants	<p>Attach a signed and dated copy of the <u>first</u> RAP Notice provided to the 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>See attached Rent Roll</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><i>*If petition applies to multiple tenants, please provide this information on a separate sheet for each tenant.</i></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 Appendix A of the Rent Adjustment Program Regulations at: <https://cao-94612.s3.amazonaws.com/documents/oak062857.pdf>.

Grounds	Description	Requirements
<input checked="" type="checkbox"/> Capital Improvements	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 Appendix A of the Regulations).	<ul style="list-style-type: none"> ✓ Improvements meet the description of capital improvements set forth in Appendix A of 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	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.	<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.</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 conjunction with petitions based on other grounds/justifications.</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. ✓ 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><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></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><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") and Appendix A, § 10.7.</i></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 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*: 6
*Including any vacant and owner/manager-occupied units

For mixed-use buildings, provide: Residential sq. ft: _____
Other use sq. ft: _____
% residential use: _____

BUILDING-WIDE CAPITAL IMPROVEMENTS **SEE CALCULATOR ATTACHED

CATEGORY OF IMPROVEMENT	Date permit obtained or work began	Date completed	Date paid for	Full costs
Sewer Lateral	11/16/2020	3/19/2021	4/2/2021	\$11,175.00
Exterior Paint (and related)	11/24/2021	3/9/2022	3/9/2022	\$17,250.00
Washing Machine (parts and labor)	12/9/2021	4/11/2022	4/20/2022	\$1,983.13
Landscaping	10/20/2022	10/24/2022	10/24/2022	\$1,944.00
Water Heater	10/21/2022	11/7/2022	11/7/2022	\$1,911.31
SUBTOTAL:				\$34,263.44

UNIT-SPECIFIC CAPITAL IMPROVEMENTS

CATEGORY OF IMPROVEMENT	Unit #	Date permit obtained or work began	Date completed	Date paid for	Full costs
Refrigerator	2902	3/2/2021	3/2/2021	3/2/2021	\$634.35
Flooring	2902	1/22/2021	1/22/2021	1/22/2021	\$1,200.00
SUBTOTAL:					\$1,834.35

UNIT-SPECIFIC CAPITAL IMPROVEMENTS					
CATEGORY OF IMPROVEMENT	Unit #	Date permit obtained or work began	Date completed	Date paid for	Full costs
Refrigerator	2906	5/26/2021	7/28/2021	7/28/2021	\$675.34
Upgraded kitchen faucet	2906	10/20/2022	10/20/2022	10/20/2022	\$374.52
New door	2906	1/17/2022	1/17/2022	1/17/2022	\$276.85
SUBTOTAL:					\$1,326.71

UNIT-SPECIFIC CAPITAL IMPROVEMENTS					
CATEGORY OF IMPROVEMENT	Unit #	Date permit obtained or work began	Date completed	Date paid for	Full costs
Screen door	2908	12/14/2021	12/14/2021	12/14/2021	\$200.00
SUBTOTAL:					\$200.00

UNIT-SPECIFIC CAPITAL IMPROVEMENTS					
CATEGORY OF IMPROVEMENT	Unit #	Date permit obtained or work began	Date completed	Date paid for	Full costs
Shower upgrade	2910	9/16/2022	10/5/2022	10/5/2022	\$10,255.38
Water heater	2910	10/21/2022	11/7/2022	11/7/2022	\$1,911.31
SUBTOTAL:					\$12,166.69

UNIT-SPECIFIC CAPITAL IMPROVEMENTS					
CATEGORY OF IMPROVEMENT	Unit #	Date permit obtained or work began	Date completed	Date paid for	Full costs
SUBTOTAL:					

**WORKSHEET B:
INCREASED HOUSING SERVICE COSTS**

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) From: _____ to _____ (mm/dd/yy) (mm/dd/yy)	YEAR 2 (last year) From: _____ to _____ (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 _____ (mm/dd/yy) (mm/dd/yy)	From: _____ to _____ (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 <i>(include unit #)</i>	EMAIL ADDRESS	PHONE NUMBER	CURRENT RENT	TYPE OF INCREASE(S) SOUGHT
SEE ATTACHED RENT ROLL					

2910 Birdsall - Rent Roll/Tenant Information

Unit No.	Move-in Date	Tenant Name(s)	Current Rent	Last RAP Notice	First RAP Notice	Type of Increase
2900	2/15/2018	Michael Goldstein	\$1,681.35	3/1/2022	Unknown (acquired 5/6/2020)	Capital Improvement
2902	10/28/2005	Joel Bernhardt	\$968.24	2/1/2022	Unknown (acquired 5/6/2020)	Capital Improvement
2904	VACANT	--	--	--	--	--
2906	7/26/2013	Noah Lopes	\$1,301.31	2/1/2022	Unknown (acquired 5/6/2020)	Capital Improvement
2908	1/1/2003	Gary Seto	\$817.71	3/1/2022	Unknown (acquired 5/6/2020)	Capital Improvement
2910	unknown	Bobby & Dee Ward	\$1,474.14	2/1/2022	Unknown (acquired 5/6/2020)	Capital Improvement

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.

DocuSigned by:

Noemi Ruelas

415877576FC68443

Property Owner's Signature

1/12/2023

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 may send certain documents only electronically and not by first class mail.

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

MEDIATION PROGRAM

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

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

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

Property Owner'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-

Capital Improvement Calculator
 City of Oakland Rent Adjustment Program

IMPROVEMENTS BENEFITING ALL UNITS BUILDING WIDE										
									Petition Date	1/13/23
									Number of Residential Units	6
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)
Sewer lateral	11/16/2020	03/19/21	\$11,175.00	\$7,822.50	\$1,303.75	2.194%	10	\$72.66	\$12.11	OK
Exterior paint	11/24/2021	3/9/2022	\$17,250.00	\$12,075.00	\$2,012.50	3.039%	5	\$217.18	\$36.20	OK
Washing machine	12/9/2021	04/20/22	\$1,531.37	\$1,071.96	\$178.66	3.039%	5	\$19.28	\$3.21	OK
Washing machine hardware kit and labor	12/9/2021	04/20/22	\$451.76	\$316.23	\$52.71	3.039%	10	\$3.06	\$0.51	OK
Landscaping	10/20/2022	10/24/22	\$1,944.00	\$1,360.80	\$226.80	5.304%	10	\$14.64	\$2.44	OK
Water heater	10/21/2022	11/7/2022	\$1,911.31	\$1,337.92	\$222.99	5.304%	5	\$25.43	\$4.24	OK
Subtotal (with weighted averages)				\$23,984.41	\$3,997.40	3.018%	7	\$317.11	\$52.85	
Place X in cell B19 if property is mixed use.										
Residential square footage										
Other use square footage										
Percent residential use										
Total Cost Per Unit Allocated to Residential Units					\$3,997.40	3.018%	7		\$52.85	

Capital Improvement Calculator
 City of Oakland Rent Adjustment Program

TOTAL RENT INCREASE FOR EACH UNIT						
Unit	Current Rent	Allowed Pass Through per Unit (from F23 if building wide only)	Imputed Interest	Amortization Period (years)	Allowed Monthly Increase	Percent Increase (not greater than 10.0%)
2900	\$1,681.35	\$3,997.40	3.018%	7	\$52.85	3.14%
2902	\$968.24	\$5,281.45	2.873%	7	\$69.48	7.18%
2906	\$1,301.31	\$4,926.10	3.158%	7	\$65.44	5.03%
2908	\$817.71	\$4,137.40	3.019%	7	\$54.70	6.69%
2910	\$1,474.14	\$12,514.08	4.096%	9	\$138.73	9.41%
(2904 is vacant)						

Capital Improvement Calculator
City of Oakland Rent Adjustment Program

IMPROVEMENTS LIMITED TO SPECIFIC UNITS										
Unit Number:		2902		Current Rent		\$968.24				
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	Date Validation (2 years ago max)		
Refridgerator upgrade	3/2/2021	03/02/21	\$634.35	\$444.05	2.423%	5	\$7.87	OK		
Upgraded flooring	1/22/2021	01/22/21	\$1,200.00	\$840.00	2.423%	10	\$7.89	OK		
Weighted Average of unit specific improvements:				\$1,284.05	2.423%	8	\$14.29			
Combined unit specific with building wide				\$5,281.45	2.873%	7	\$69.48			
ADJUSTED AMORTIZATION PERIOD						7	Percent Increase	7.18%	If percent increase is more than 10.0%, increase amortization period in cell H73 until percent increase is not more than 10.0%	

Unit Number:		2906		Current Rent		\$1,301.31				
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	Date Validation (2 years ago max)		
Refridgerator upgrade	5/26/2021	07/28/21	\$675.34	\$472.74	3.211%	5	\$8.54	OK		
Upgraded kitchen faucet	10/20/2022	10/20/22	\$374.52	\$262.16	5.304%	10	\$2.82	OK		
New door	1/17/2022	01/17/22	\$276.85	\$193.80	3.012%	10	\$1.87	OK		
Weighted Average of unit specific improvements:				\$928.70	3.760%	7	\$11.92			
Combined unit specific with building wide				\$4,926.10	3.158%	7	\$65.44			
ADJUSTED AMORTIZATION PERIOD						7	Percent Increase	5.03%	If percent increase is more than 10.0%, increase amortization period in cell H85 until percent increase is not more than 10.0%	

Capital Improvement Calculator
City of Oakland Rent Adjustment Program

IMPROVEMENTS LIMITED TO SPECIFIC UNITS										
Unit Number:		2908		Current Rent		\$817.71				
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	Date Validation (2 years ago max)		
New door	12/14/21	12/14/2021	\$200.00	\$140.00	3.039%	10	\$1.35	OK		
Weighted Average of unit specific improvements:				\$140.00	3.039%	10	\$1.35			
Combined unit specific with building wide				\$4,137.40	3.019%	7	\$54.70			
						ADJUSTED AMORTIZATION PERIOD	7	Percent Increase	6.69%	If percent increase is more than 10.0%, increase amortization period in cell H99 until percent increase is not more than 10.0%

Unit Number:		2910		Current Rent		\$1,474.14				
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	Date Validation (2 years ago max)		
Shower Upgrade	09/16/22	10/5/2022	\$10,255.38	\$7,178.77	4.472%	10	\$74.30	OK		
Water heater	10/21/2022	11/17/2022	\$1,911.31	\$1,337.92	5.304%	5	\$25.43	OK		
Weighted Average of unit specific improvements:				\$8,516.68	4.603%	9	\$94.65			
Combined unit specific with building wide				\$12,514.08	4.096%	9	\$138.74			
						ADJUSTED AMORTIZATION PERIOD	9	Percent Increase	9.41%	If percent increase is more than 10.0%, increase amortization period in cell H111 until percent increase is not more than 10.0%



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: 1 / 13 / 23 I served a copy of (check all that apply):

- PROPERTY OWNER PETITION FOR APPROVAL OF RENT INCREASE** plus 4 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: Capital Improvement Calculator

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	Michael Goldstein
Address	2900 Birdsall Ave.
City, State, Zip	Oakland, CA 94619

Name	Joel Bernhardt
Address	2902 Birdsall Ave.
City, State, Zip	Oakland, CA 94619

Name	Noah Lopes
Address	2906 Birdsall Ave.
City, State, Zip	Oakland, CA 94619

Name	Gary Seto
Address	2908 Birdsall Ave.
City, State, Zip	Oakland, CA 94619

Name	Bobby and Dee Ward
Address	2910 Birdsall Ave.
City, State, Zip	Oakland, CA 94619

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.

Kimberly Roehn

PRINTED NAME

DocuSigned by:

Kimberly Roehn

9870889C867943E...

1/13/2023

SIGNATURE

DATE SIGNED

IMPORTANT INFORMATION REGARDING FILING YOUR PETITION

TIME TO FILE YOUR PETITION

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

CONTACT A HOUSING COUNSELOR TO REVIEW YOUR PETITION BEFORE SUBMITTING

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

DOCUMENTS SUBMITTED IN SUPPORT OF PETITION

All attachments submitted together with your Petition (including proof of current business license, proof of payment of most recent RAP fee, and documentation in support of the requested rent increase) must be numbered sequentially. You may submit additional evidence in support of your Petition up to seven days before your hearing.¹ You must serve a copy of any documents filed with RAP on the other party and file a PROOF OF SERVICE form.

REMINDER: Once a petition and its attachments are submitted to the RAP they become public records. Please redact any private information (such as social security numbers, bank account numbers, credit card numbers and similar financial data) from the documents you submit as part of this petition. If you have any questions, you may contact RAP staff by phone at (510) 238-3721 or by email at RAP@oaklandca.gov.

Additionally, all documents submitted to the RAP, including but not limited to emails, petitions, attachments, potential evidence, text messages, screenshots, etc., are a part of the file in your case and all parties to a case are entitled to have access to this information.

SERVICE ON TENANT(S)

You are required to serve ALL the following documents on the tenant(s) affected by your Petition:

1. Copy of RAP form entitled "NOTICE TO TENANTS OF PROPERTY OWNER PETITION" (*included in Petition packet and available on RAP website*).
2. Copy of completed Petition form and attachments (*exception for attachments in excess of 25 pages if owner selects this option*).
3. Completed PROOF OF SERVICE form (*included in Petition packet and available on RAP website*).

You may serve tenant(s) by mail or personal delivery. A copy of the completed PROOF OF SERVICE form must be submitted to RAP together with your Petition. Your Petition will not be considered complete until a PROOF OF SERVICE form is filed indicating that all tenants have been served.

DOCUMENTATION IN EXCESS OF 25 PAGES

If the documents submitted with your Petition exceed 25 pages, you may opt to not serve tenant(s) with all the attachments. To do so, check the box under "DOCUMENTATION IN EXCESS OF 25 PAGES" on page 9 of the Petition. If a tenant requests copies of the documentation in their Tenant Response, you must provide the copies to the tenant within 10 days of receiving such request.

FILING YOUR PETITION

Although RAP normally does not accept filings by email or fax, RAP is temporarily accepting Petitions via email during the COVID-19 local state of emergency. You may also fill out and submit your Petition online through the

¹ Note that certain documents are required to be submitted with the Petition. See Petition form for details.

RAP website or deliver the Petition to the RAP office by mail. If the RAP office is closed on the last day to file, the time to file is extended to the next day the office is open. If you send your Petition by mail, a postmark date does not count as the date it was received. Remember to file a PROOF OF SERVICE form together with your Petition.

Via email: hearingsunit@oaklandca.gov

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

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

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

AGREEMENT TO ELECTRONIC SERVICE

If you have agreed to electronic service from the RAP by signing the Consent to Electronic Service on page 9 of the Petition, you have agreed to receive electronic service from the Rent Adjustment Program only, and not from the other parties to the case.

AFTER PETITION IS FILED

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

FILE/DOCUMENT REVIEW

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

FOR MORE INFORMATION

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

Owner Petition: Supporting Documents

2910 Birdsall Ave.

000157

**CITY OF OAKLAND
BUSINESS TAX CERTIFICATE**

**ACCOUNT
NUMBER**
00226765

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

DBA NOEMI RUELAS

BUSINESS LOCATION 2910 BIRDSALL AVE
OAKLAND, CA 94619-3357

BUSINESS TYPE O2 Rental - Residential Property



EXPIRATION DATE
12/31/2023

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

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

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



NOEMI RUELAS



PUBLIC INFORMATION ABOVE THIS LINE TO BE CONSPICUOUSLY POSTED!



CITY OF OAKLAND
Revenue Division - Business Tax Section
250 Frank H. Ogawa Plaza, #1320
Oakland, CA 94612
(510) 238-3704 TDD (510) 238-3254
www.oaklandnet.com

Acknowledgement of Payment Received

Date: January 02, 2023

The City of Oakland acknowledges receipt of the following payment on the date printed above.

This payment will be tendered against the following account(s)

Account #: 00226765
Account Name: NOEMI RUELAS
Account Address: CA 94022-3088
Account Paid: O - RESIDENTIAL RENTAL PROPERTY
Business Address: 2910 BIRDSALL AVE OAKLAND, CA 94619-3357

Please keep this acknowledgement for your records. Thank you.

Payment received by: MD

2023	
BT Recordation and Tech <i>Credit Card</i>	\$4.50
BT Gross Receipts O Tax <i>Credit Card</i>	\$1,143.90
BT SB1186 (AB1379) <i>Credit Card</i>	\$4.00
RAP Rent Adjustment Program (O) <i>Credit Card</i>	\$606.00
Total	\$1,758.40



Building-Wide Improvements

2910 Birdsall Ave.

000160

SEWER CONNECTION INC.

P.O. Box 903, Pinole, California 94564

(510) 222-2002

1-800-655-PIPE (7473)

1-510-758-4100 (FAX)



M 5077

NAME Alejandra Ruelas DATE 11/16/2020
 ADDRESS 2910 Birdsall Ave PHONE (650) 473 - 9983
 CITY Oakland Zip 94619 () -
 U.S.A. # _____ Exp. Date - - EMAIL acwmanagement@sbcglobal.net

Description of Service

Trenchless Method
 Open Trench Method

Video inspection with line location performed on entire sewer lateral from a 4" P V C clean out recessed in a brass housing located under the driveway approach. Clean out does not have a code compliant backflow prevention device attached to the top of the clean out riser.
 Sewer needs a primary exterior clean out recessed in a Christy Box with a metal lid to be installed where the sewer exits the foundation of the building on the left side, in front of a garage.
 Upper lateral section of sewer under the cement driveway from the building foundation to the clean out access is 4" clay pipe that has an offset joint where the sewer exits the foundation at the material transition from cast iron to clay pipe.
 Lower lateral section of sewer under the street from the clean out access to the public sewer main is 4" P V C pipe that appears to be in good functioning condition and has a good chance of passing an air pressure test.
 Sewer Connection, Inc. performed a video inspection on the second sewer lateral serving the building. An estimate for both sewers will be provided in invoice #5078.

0' Sewer exits the foundation of the building, transition from cast iron to clay pipe, offset joint.
 11' District clean out under the driveway approach, recessed in a brass box, transition clay to P V C.
 41' Public main tie-in connection located in the middle of the street.

C36/C42	C.S.L. #796452	Bonded and Insured	Fed ID #680476577
Payment Method			
Ck.# _____ Cash _____		LABOR: <u>\$175.00</u>	
Credit Card #: _____		MATERIAL: _____	
Exp _____		TAX: _____	
		SUBTOTAL: <u>\$175.00</u>	
		DEPOSIT: _____	
		TOTAL: <u>\$175.00</u>	
Approved by: _____		BALANCE DUE UPON COMPLETION	
Date: _____			

TERMS & CONDITIONS

As owner/customer, I attest that no chemicals have been used in the drain system during the last 48 hours. This estimate does not include/cover unforeseen parts or labor which may be needed after work begins, should this occur written customer authorization will be obtained before any work continues.

RESPONSIBILITIES:

- Customer shall secure and prevent entry of work site from animal/children.
- Customer will indicate all property lines and authorizes Sewer Connection Inc. employees full access.
- Customer shall remove all personal property both in and out in order for Sewer Connection Inc. to perform stated project.
- Sewer Connection Inc. is not responsible for any pre-existing code conditions.
- Sewer Connection Inc. does not assume any responsibility for breakage of any toilet, p-trap, or fixture while being removed.
- Sewer Connection Inc. does not assume responsibility for any damages to pipes in the cleaning of any drain line.
- Sewer Connection Inc. is not responsible for excessive root penetration. Should our cables break or become lodged during the course of cleaning any drain line owner/customer is responsible for all costs to remove such equipment.
- Sewer Connection Inc. warrants its workmanship for 10 yr. If a defect in materials occurs Co. will at reasonable rates to the customer correct/remedy that defect. Co. shall not be liable for water damages caused by defective material.
- Sewer Connection Inc. shall conduct all work in a professional workmanlike manner.
- Sewer Connection Inc. not responsible for any secondary damage.



I authorize the performance of the work subject to all terms and conditions set forth on the face hereof. This contract is due and payable upon receipt,

ATTORNEY FEES

If an action or arbitration at law or in equity, including an action for declaratory relief, is brought to enforce or interpret, the provision of this agreement, the prevailing party shall be entitled to reasonable attorney fees in addition to any relief to which the prevailing party may be entitled.

Initial _____

Thank you for your business!

This form prepared by Tyler Sousa **000161**

===== TRANSACTION RECORD =====
SEWER CONNECTION INC
5017 APPIAN WAY
RICHMOND, CA 94803
United States

TYPE: Purchase

ACCT: Mastercard \$ 175.00 USD

CARDHOLDER NAME : Jaime Gutierrez
CARD NUMBER : #####0056
DATE/TIME : 16 Nov 20 10:48:39
REFERENCE # : 001 0895706 M
AUTHOR. # : 66177G
TRANS. REF. : 2910 Birdsall Ave

Approved - Thank You 100

Please retain this copy for your records.

Cardholder will pay above amount to
card issuer pursuant to cardholder
agreement.
=====

SEWER CONNECTION INC.

P.O. Box 903, Pinole, California 94564

(510) 222-2002

1-800-655-PIPE (7473)

1-510-758-4100 (FAX)



M 5078

NAME Alejandra Ruelas DATE 11/16/2020
 ADDRESS 2900 - 2910 Birdsall Ave PHONE (650) 473 - 9983
 CITY Oakland Zip 94619 () -
 U.S.A. # _____ Exp. Date _____ EMAIL acwmanagement@sbcglobal.net

Description of Service
 Trenchless Method
 Open Trench Method

Estimate based on replacing upper lateral sections of both sewer laterals where each sewer exits the building foundation under the cement driveway on either side of the building.

estimate includes installing new code compliant clean outs with backflow prevention device, recessed in Christy Box's where each sewer exits the building foundation and new district clean outs.

Estimate includes sewer permit from the City of Oakland, and East Bay MUD with inspection(s).

Will require saw cutting, demo and disposal of all dirt cement excavated from trenches in driveway.

Sewer Connection, Inc. will furnish, install and test all materials and workmanship per U.P.C. East Bay MUD, and City of Oakland requirements.

Upon passing inspections, Sewer Connection, Inc. will backfill, compact, and repour new cement sections in the driveway.

Total of this phase: \$10,000.00

Estimate based on performing an air pressure test on both lower lateral sections under the street.

If sewer fails the air pressure test, Sewer Connection, Inc. will provide an estimate to replace the failing section. If sewer passes the air pressure test, no additional work will be required.

Total of this phase: \$1,000.00

10 year warranty on all workmanship, and 100 year warranty on pipe.

Total Job Cost: \$11,000.00 (Labor and Material Included)

Signature and 10% deposit required to begin project, or escrow information.

C36/C42

C.S.L. #796452

Bonded and Insured

Fed ID #680476577

Payment Method

Ck.# _____ Cash _____
 Credit Card #: _____
 Exp _____

LABOR: Included
 MATERIAL: Included
 TAX: Included
 SUBTOTAL: \$11,000.00
 DEPOSIT: _____
 TOTAL: _____
BALANCE DUE UPON COMPLETION

Approved by: _____

DocuSigned by:

 8408080A0F804E4...

Date: 12/7/2020**TERMS & CONDITIONS**

As owner/customer, I attest that no chemicals have been used in the drain system during the last 48 hours. This estimate does not include/cover unforeseen parts or labor which may be needed after work begins, should this occur written customer authorization will be obtained before any work continues.

RESPONSIBILITIES:

- Customer shall secure and prevent entry of work site from animal/children.
- Customer will indicate all property lines and authorizes Sewer Connection Inc. employees full access.
- Customer shall remove all personal property both in and out in order for Sewer Connection Inc. to perform stated project.
- Sewer Connection Inc. is not responsible for any pre-existing code conditions.
- Sewer Connection Inc. does not assume any responsibility for breakage of any toilet, p-trap, or fixture while being removed.
- Sewer Connection Inc. does not assume responsibility for any damages to pipes in the cleaning of any drain line.
- Sewer Connection Inc. is not responsible for excessive root penetration. Should our cables break or become lodged during the course of cleaning any drain line owner/customer is responsible for all costs to remove such equipment.
- Sewer Connection Inc. warrants its workmanship for 10 yr. If a defect in materials occurs Co. will at reasonable rates to the customer correct/remedy that defect. Co. shall not be liable for water damages caused by defective material.
- Sewer Connection Inc. shall conduct all work in a professional workmanlike manner.
- Sewer Connection Inc. not responsible for any secondary damage.

I authorize the performance of the work subject to all terms and conditions set forth on the face hereof. This contract is due and payable upon receipt,

ATTORNEY FEES

If an action or arbitration at law or in equity, including an action for declaratory relief, is brought to enforce or interpret, the provision of this agreement, the prevailing party shall be entitled to reasonable attorney fees in addition to any relief to which the prevailing party may be entitled.

Initial _____

Thank you for your business!This form prepared by Tyler Sousa **000163**

Thank you for choosing to receive your statements electronically.

**Smart ways to
consolidate debt
in the new year.**

NOEMI RUELAS

Explore your options or request
advice at patelco.org/DebtFree



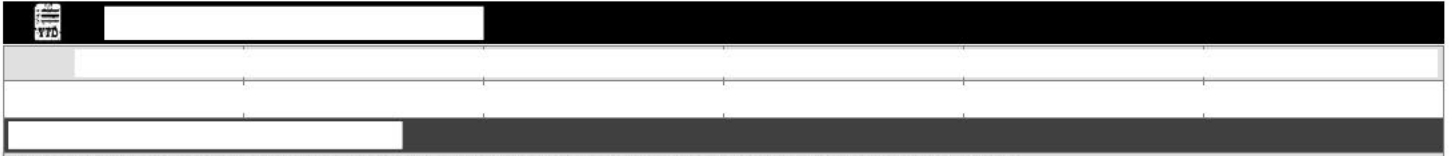
**Our Certified Financial Specialists are
trained to help you wherever you are on
the path to financial wellness.**

Visit patelco.org/FinancialJourney



Statement Summary

Deposit Accounts	Beginning Balance	Deposits	Withdrawals	Ending Balance



IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS TO OR FROM YOUR DEPOSIT ACCOUNTS
Please call us toll-free at 800.358.8228 or write us at Patelco Credit Union, PO Box 2227, Merced, CA 95344-0227 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. 1) Tell us your name and account number (if any). 2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. 3) Tell us the dollar amount of the suspected error. We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

SEWER CONNECTION INC.

P.O. Box 903, Pinole, California 94564

(510) 222-2002

1-800-655-PIPE (7473)

1-510-758-4100 (FAX)



M 5078

NAME Alejandra Ruelas DATE 11/16/2020
 ADDRESS 2900 - 2910 Birdsall Ave PHONE (650) 473 - 9983
 CITY Oakland Zip 94619 () -
 U.S.A. # _____ Exp. Date _____ - - EMAIL acwmanagement@sbcglobal.net

Description of Service

Trenchless Method
 Open Trench Method

Estimate based on replacing upper lateral sections of both sewer laterals where each sewer exits the building foundation under the cement driveway on either side of the building.

estimate includes installing new code compliant clean outs with backflow prevention device, recessed in Christy Box's where each sewer exits the building foundation and new district clean outs.

Estimate includes sewer permit from the City of Oakland, and East Bay MUD with inspection(s).

Will require saw cutting, demo and disposal of all dirt cement excavated from trenches in driveway.

Sewer Connection, Inc. will furnish, install and test all materials and workmanship per U.P.C. East Bay MUD, and City of Oakland requirements.

Upon passing inspections, Sewer Connection, Inc. will backfill, compact, and repour new cement sections in the driveway.

Total of this phase: \$10,000.00

Estimate based on performing an air pressure test on both lower lateral sections under the street.

If sewer fails the air pressure test, Sewer Connection, Inc. will provide an estimate to replace the failing section. If sewer passes the air pressure test, no additional work will be required.

Total of this phase: \$1,000.00

10 year warranty on all workmanship, and 100 year warranty on pipe.

Total Job Cost: \$11,000.00 (Labor and Material Included)

Signature and 10% deposit required to begin project, or escrow information.

C36/C42 C.S.L. #796452 Bonded and Insured Fed ID #680476577

Payment Method

Ck.# _____ Cash _____
 Credit Card #: _____
 Exp _____

LABOR: Included
 MATERIAL: Included
 TAX: Included
 SUBTOTAL: \$11,000.00
 DEPOSIT: \$1,100 - PAID 11/10/20
 TOTAL: \$9,900.00
BALANCE DUE UPON COMPLETION

Approved by: _____ Date: _____

TERMS & CONDITIONS

As owner/customer, I attest that no chemicals have been used in the drain system during the last 48 hours. This estimate does not include/cover unforeseen parts or labor which may be needed after work begins, should this occur written customer authorization will be obtained before any work continues.

RESPONSIBILITIES:

- Customer shall secure and prevent entry of work site from animal/children.
- Customer will indicate all property lines and authorizes Sewer Connection Inc. employees full access.
- Customer shall remove all personal property both in and out in order for Sewer Connection Inc. to perform stated project.
- Sewer Connection Inc. is not responsible for any pre-existing code conditions.
- Sewer Connection Inc. does not assume any responsibility for breakage of any toilet, p-trap, or fixture while being removed.
- Sewer Connection Inc. does not assume responsibility for any damages to pipes in the cleaning of any drain line.
- Sewer Connection Inc. is not responsible for excessive root penetration. Should our cables break or become lodged during the course of cleaning any drain line owner/customer is responsible for all costs to remove such equipment.
- Sewer Connection Inc. warrants its workmanship for 10 yr. If a defect in materials occurs Co. will at reasonable rates to the customer correct/remedy that defect. Co. shall not be liable for water damages caused by defective material.
- Sewer Connection Inc. shall conduct all work in a professional workmanlike manner.
- Sewer Connection Inc. not responsible for any secondary damage.

I authorize the performance of the work subject to all terms and conditions set forth on the face hereof. This contract is due and payable upon receipt.

ATTORNEY FEES

If an action or arbitration at law or in equity, including an action for declaratory relief, is brought to enforce or interpret, the provision of this agreement, the prevailing party shall be entitled to reasonable attorney fees in addition to any relief to which the prevailing party may be entitled.

Initial _____

Thank you for your business!

This form prepared by Tyler Sousa **000168**

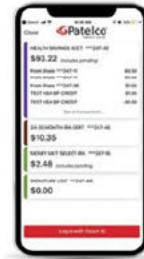


P.O. Box 2227
Merced, CA 95344-0227
patelco.org

Statement Period
04/01/2021 - 04/30/2021

Member #
219013

Thank you for choosing to receive your statements electronically.



Balances and transactions instantly — with no login

NOEMI RUELAS

See how with **Snapshot** at patelco.org/digital

Patelco Personal Loan - A smart, budget-friendly borrowing option

Quick funding | Online application | Cash deposited to your account

[Check your rate and apply at patelco.org/PersonalLoan](https://patelco.org/PersonalLoan)

Statement Summary

Deposit Accounts	Beginning Balance	Deposits	Withdrawals	Ending Balance

	[REDACTED]

	[REDACTED]

	IN [REDACTED]

FREE CHECKING - Suffix: 12 (continued)	

SPECIAL NOTE: This loan is set up to receive payments via automatic transfer. However, if additional payments are credited seven (7) days prior to the transfer day, then the automatic payment will not take place.

2021 YEAR TO DATE TAX SUMMARY	

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS TO OR FROM YOUR DEPOSIT ACCOUNTS
Please call us toll-free at 800.358.8228 or write us at Patelco Credit Union, PO Box 2227, Merced, CA 95344-0227 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. 1) Tell us your name and account number (if any). 2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. 3) Tell us the dollar amount of the suspected error. We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

Permits for which no major inspection has been approved within 180 days shall expire by limitation. No refund more than 180 days after expiration or final.

2910 BIRDSALL AVE

2910 BIRDSALL AVE



CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA - 4TH FLOOR - OAKLAND, CA 94612

Oakland Public Works

www.oaklandca.gov/services/sewer-lateral-permits

Schedule Inspections:

pwa_inspections@oaklandca.gov

(510) 238-3651

Permit No: SL2100368 Sewer Lateral

Filed Date: 2/20/2021

Job Site: 2910 BIRDSALL AVE

Parcel No: 036 249602901

District:

Project Description: 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 #

Related Permits: SL1902030 SL1902031 SL1902761

	<u>Name</u>	<u>Applicant</u>	<u>Address</u>	<u>Phone</u>	<u>License #</u>
Owner:	GEE NANETTE Z TR		94 EMERY BAY DR EMERYVILLE, CA		
Contractor:	SEWER CONNECTION INC		PO BOX 903 PINOLE, CA	(510) 222-2002	796452
Contractor- Employee:	Tracey Sousa	X	OAKLAND, CA	510 222 2002	

*Rec'd 510-912-6563 text photos of dried concrete
2 upper laterals*

PERMIT DETAILS: Building/Private Infrastructure/Sewer Lateral/NA

General Information

Sewer Type: Repair Extension/Replacement Street Excavation Permit Required: No

Special Provisions: Tree Removal Involved:

TOTAL FEES TO BE PAID: \$519.51

Application Fee	\$70.00	Recrd Mangmnt & Tech Enhancement Fee	\$66.78	Sewer Repair, Extension or Replacement	\$382.73
-----------------	---------	--------------------------------------	---------	--	----------

Plans Checked By _____ Date _____

Permit Issued By Emily Jue Date 02.20.2021

Finalized By [Signature] Date 3-19-21

000173

**CITY OF OAKLAND
PUBLIC WORKS AGENCY
SEWER INSPECTION SECTION**

Sketch showing the location of the Repair / New Building Sewer

Location: 2910 Birdsall Ave

Inspector: R. Hernandez

Sewer Permit: SL2100 368

City Job: _____

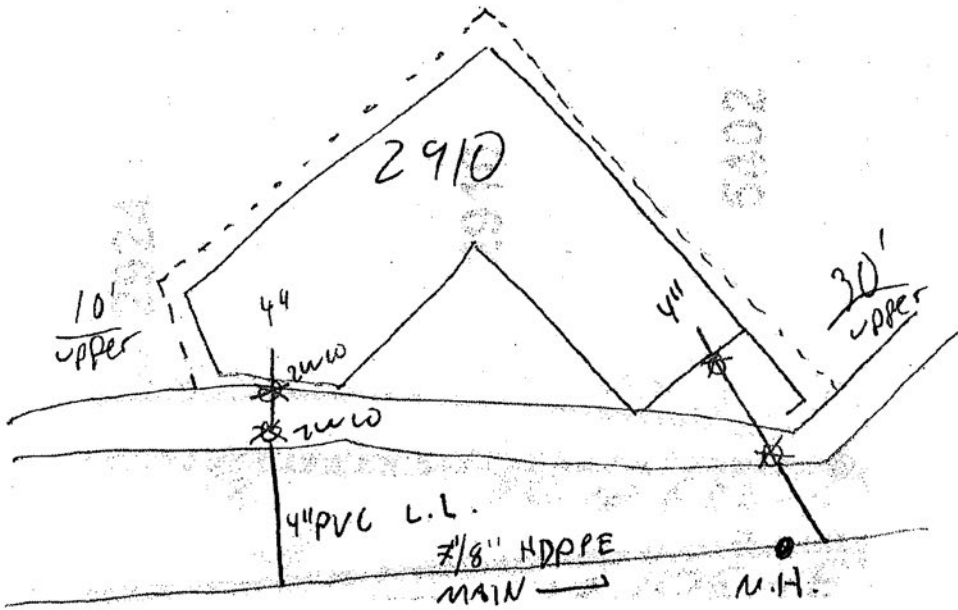
Excav. Permit: _____

Cont. Cost: _____

Permittee: Sewer Connection

Phone: _____

2 upper lateral
40 ft. total (partial)



Safety:	✓
Plans:	n.a.
Pipes:	HDPPE
W. Test:	✓
N. Main C.:	n.a.
Clean Outs:	4
Couplings:	✓
2' found.:	✓
Cover:	1-3
Grade:	✓
Build. Con.:	2
Main:	HDPPE
Bedding:	D.R.
Saw-Cut:	n.a.
Backfill:	Native
Asphalt:	n.a.
AC Depth:	"
Comp. Test:	"
Trench Dim.:	"

Date	Remarks
3-19-21	2 upper laterals. 40 ft. total. 2 new building clo's. 2 new 2" PVC's at curbside. One connected to 4" PVC L.L.'s for both laterals. CCTV okay

Completion: 3-19-21

Sewer Report: _____

Abatement Letter: _____

000174



PRIVATE SEWER LATERAL INSPECTION RECEIPT

Date: 03-18-21

Parcel: 036 - 2496 - 029 - 01
Address: 2910 Birkdale Ave

Time: 1:55 pm

Lateral Location: 2 laterals: - front of bldg at NW corner to main street (Birkdale Ave)
- front of bldg at SW corner to main street (Roberts Ave)
City: Oakland

Test:	<input checked="" type="checkbox"/> UPPER LATERAL	<input checked="" type="checkbox"/> LOWER LATERAL
Result:	PASS FAIL N/A	PASS FAIL N/A

- NO TEST PERFORMED
- CONTRACTOR NO-SHOW
- CERTIFICATE PENDING*

Notes: both laterals tested and passed

Schedule reinspection at www.eastbaypsl.com. Rescheduling fee may be assessed.
For HOA or multilateral properties, do NOT schedule online. Call (510) 287-1599.

Inspector Name (Print): Cheryl Lee

Signature: *[Signature]*

*Note: Non-compliance with local ordinance requirements may delay issuance of compliance certificate.

WHITE: PSL Owner
YELLOW: Contractor
PINK: EBMUD

Compliance Certificate for Private Sewer Lateral

Parcel Address: **2910 BIRDSALL AVE, OAKLAND**

Parcel Number: **036 -2496-029-01**

Expiration Date: **03/19/2028**

Certificate Number: **71811**

Issue Date: **03/19/2021**

Type: **Compliance: repaired lateral**

Special Instructions:

Retain this PSL certificate for your records for any future parcel sale, re-model greater than \$100,000, or change of water meter size.

This certificate was issued solely on the basis of the performance of the tested sewer lateral in a verification test performed in the presence of EBMUD personnel. The verification test is designed for the sole purpose of determining whether the tested portion of a sewer lateral is free from leaks at the time the test is performed. By issuing this certificate, EBMUD warrants only that the tested portion of the sewer lateral passed a verification test on the date of the inspection. EBMUD makes no warranty, representation, or guarantee as to the sewer laterals existing or future condition or its compliance with the legal standards of any other jurisdiction, including building or construction standards without limitation. EBMUD expressly disclaims any and all warranties, both express and implied, as to the sewer laterals condition or compliance with legal standards and shall bear no liability in connection therewith.

INVOICE

IR Painting

December 14, 2021

Paint & Handiwork
650-387-4430

Job site: **2900 - 2910 Birdsall Ave, Oakland**

Noemi Ruelas

161 S. San Antonio Rd.
Los Altos, CA 94022

DATE	DESCRIPTION	LABOR & MATERIALS	PAID
	Exterior paint	5,500.00	
	Wood Doors	2,600.00	
	Metal Doors	1,500.00	
	Unit 2904 Screen Door	200.00	
	Unit 2908 Screen Door	200.00	
11/24/2021	Paint check 1210 Initial Payment		(3,000.00)
12/14/2021	Payment Check 1212		(7,000.00)
		10,000.00	(10,000.00)
			\$ -
			\$ -

Make all checks payable to IR Painting.

THANK YOU FOR YOUR BUSINESS!

000177

NOEMI RUELAS

1210

11-7647/3210
48

11/24/21

Date

FRALDAR-MOR+

PAY to the
order of

Israel Ruelas

\$ 3000.00

Three thousand

Dollars

Photo
Safe
Deposit
Details on back

Patelco
CREDIT UNION

San Mateo Office • Branch #48
51 Bovee Road
San Mateo, CA 94402

For Birdsell Painting

John D. [Signature]

210

Historical Colors

COLONIAL CLASSIC

Security features exceed industry standards and include:

- 14 cm Blotch: Microscopic white and blue speckles on back of the note.
- MicroBlotch: Microscopic blue speckles on front and back of the note.
- The Security Watermark: Visible when held up to the light.
- Microprint: Microscopic printing on the front and back.
- The words "ORIGINAL" printed in the back.
- Photo Safe Deposit: The safe is located in the back.

Do not cash it.

- Any of the 14 cm Blotch, MicroBlotch, or Watermark features are missing or damaged.
- If you take an bank note, it is not a valid document.
- Brown stains or colored spots appear on both front and back.



FOR DEPOSIT ONLY - NO CASH WITHDRAWALS PERMITTED

ENDORSE HERE
X Israel Ruelas

NOEMI RUELAS

1212

11-7647/3210
48

12/17/21 Date

FRAUDARMOR+

PAY to the
Order of

Israel Ruelas

\$ 7,000.-

seven thousand

Dollars

Photo
Safe
Deposit
Data on back

Patelco
CREDIT UNION

San Mateo Office - Branch #48
51 Dovek Road
San Mateo, CA 94402

For Birdsal Painting

[Signature]

01

212

Refer to back

COLONIAL CLASSIC

Security features exceed industry standards and include:

- **ImageMark** - Matching account and check number on back (not on the front)
- **MobileMark** - Mobile Deposit check mark to indicate check has been deposited via mobile device
- **The Security Weaver** - pattern on back designed to deter forgers
- **Microprint** (MP) lines printed on front and back
- **The words ORIGINAL DOCUMENT** across the back
- **Photo Safe Deposit** icon visible on front and back

Do not cash if:

- Any of the features listed above are missing or appear altered
- Fugitive ink on back looks pink or has disappeared
- Brown stains or colored smudges appear on both front and back



CHECK BOX FOR MOBILE REMOTE DEPOSIT
SEE REVERSE SIDE FOR MORE DETAILS

ENDORSE HERE

X
Israel Ruelas

INVOICE

IR Painting

Paint & Handiwork
650-387-4430

January 17, 2022

Noemi Ruelas

Job site: 2900 - 2910 Birdsall Ave, Oakland

DATE	DESCRIPTION	LABOR & MATERIALS	PAID
	Unit 2906 Wood Door Replacement	276.85	
	Termite Repair	600.00	
	Back Wood Stair bring to code	800.00	
	Back Wood Stairs Paint	1,950.00	
1/17/2022	Check 1229		(3,626.85)
		3,626.85	(3,626.85)
			\$ -
			\$ -

Make all checks payable to IR Painting .

THANK YOU FOR YOUR BUSINESS!

NOEMI RUELAS

1229

11-7647/321D
48

1/17/22
Date

FALGARNOR+

PAY to the order of

Israel Ruelas

\$ 3626.89
Three thousand six hundred and 89/100 Dollars

Photo
Safe
Deposit
Cashes on back

Patelco
CREDIT UNION

San Mateo Office • Branch #48
51 Bowel Road
San Mateo, CA 94402

For

stairs, door, termite

[Signature]

229

Patelco

CLASSIC

- The ink features green, a lustrous sheen and a color that changes when viewed from different angles
 - The Security Weave pattern on back design is dated and
 - Microprint lines printed on the front and back
 - The words "ORIGINAL DOCUMENT" across the back
 - Paper Safe Deposit Term visible on front and back
- Do not cash if:
- Any of the features listed above are missing or appear altered
 - The ink on back looks weak or has disappeared
 - Brown stains or colored spots appear on both front and back

CHECK BOX FOR MOBILE REMOTE DEPOSIT
GET THE NUMBER OF ENVELOPE AND DEPOSIT ON LINE ABOVE

ENDORSE HERE
X Israel Ruelas

INVOICE

IR Painting

Paint & Handiwork
650-387-4430

March 9, 2022

Noemi Ruelas

Job site: 2900 - 2910 Birdsall Ave, Oakland

DATE	DESCRIPTION	LABOR & MATERIALS	PAID
	Hand railings exterior white	1,200	
	Floor by stairways gray	800	
	Laundry area interior white	400	
	6 Garages interior w wood doors white	1,900	
3/9/2022	Payment Check No. 1127		(4,300.00)
		4,300.00	(4,300.00)
			\$ -
			\$ -

Make all checks payable to IR Painting .

THANK YOU FOR YOUR BUSINESS!

NOEMI RUELAS

1127

11-7847/3210
48

3/9/22
Date

FRALCARD400F+

PAY to the
Order of

Israel Ruelas

\$ 4,300-

four thousand three hundred

Dollars

Photo
Safe
Deposit
Details on back

Patelco
CREDIT UNION

San Mateo Office • Branch #48
51 Bovel Road
San Mateo, CA 94402

For Birdsell Painting

John [Signature]

127

Harold Clarke

COLORIAL GLASS®

1127
04 000197111
000197111

- Security Features exceed industry standards and include:
- ImageMatch™ (Matching account and check number on back (Patent No. 7,240,058))
 - MobileMark™ (Mobile Deposit check mark to indicate check has been deposited via mobile device)
 - The Security Weave™ (pattern on back designed to deter fraud)
 - Microprint (MP) lines printed on front and back
 - The words "ORIGINAL DOCUMENT" across the back
 - Photo Safe Deposit™ (logo visible on front and back)

- Do not cash if:
- Any of the features listed above are missing or appear altered
 - Fibrine ink on back feels pink or has disappeared
 - Brown stains or colored spots appear on both front and back



CHECK BOX FOR MOBILE/REMOTE DEPOSIT
WRITE NAME OF FINANCIAL INSTITUTION ONLINE ABOVE

ENDORSE HERE
X Israel Ruelas

ANTONE'S APPLIANCE
 Appliance Sales and Service Since 1961
 antonesappliance.com
 510-533-4443



Invoice



Antone's Appliance
 P.O. Box 27347
 Oakland, CA 94602
 Office Phone: 510-533-4443

Invoice Number: I211210135
Invoice Date: 12/09/2021
Payment Terms: Due On Receipt
Invoice Amount: 1,531.37

Billing Address
 Noemi Ruelas

Jobsite
 2900 Birdsall Av. Oakland, CA
 noemi.ruelas@cbnorcal.com

noemi.ruelas@cbnorcal.com

Item Name	Quantity	Unit Price	Taxable	Total
MAT20PDAWW MAT20PDAWW1 serial CA2700152 Maytag commercial top load washer	1.00	1,389.00	X	1,389.00
Job Details Delivered and installed new washer. Removed the old washer. New fill hoses. Set the washer at \$2.00 with \$.25 for an extra rinse. Coin key ESD 025027 Access key 777.	1.00	0.00		0.00

Comments:

90 Day Parts and Labor guarantee on work performed.
 Thank you for your business!

Subtotal: \$ 1,389.00
10.25 Sales Tax Rate: 10.25%
10.25 Sales Tax Amount: 142.37
Invoice Amount \$ 1,531.37
Credit Card on 12/27/2021: (1,531.37)
Invoice Balance: \$ 0.00



P.O. Box 2227
Merced, CA 95344-0227
patelco.org

Statement Period

Member #

12/01/2021 - 12/31/2021

219013

Thank you for choosing to receive your statements electronically.

Tax statements are coming January 25

NOEMI RUELAS



Our Certified Financial Specialists are trained to help you wherever you are on the path to financial wellness.

Visit patelco.org/FinancialJourney

Statement Summary

Deposit Accounts	Beginning Balance	Deposits	Withdrawals	Ending Balance

[Redacted]

[Redacted]

[Redacted]

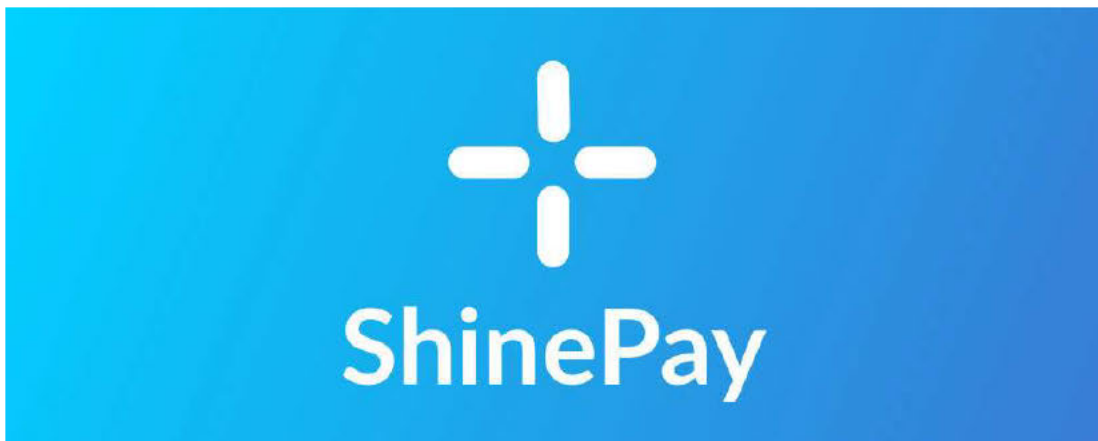
[Redacted]

[Redacted]

[Redacted]

Ruelas, Noemi

From: ShinePay <sales@shinepay.co>
Sent: Tuesday, March 1, 2022 11:09 AM
To: Ruelas, Noemi
Subject: Order #4310 confirmed



ORDER
#4310


Thank you for your purchase!

Hi Noemi, we're getting your order ready to be shipped. We will notify you when it has been sent.

[View your order](#)

or [Visit our store](#)

Order summary

 ShinePay Laundry Machine Kit × 2	\$298.00
<hr/>	
Subtotal	\$298.00
Shipping	\$8.21
Taxes	\$30.55

Total

\$336.76 USD

Customer information

Shipping address

Noemi Ruelas

Antone's Appliance

6114 La Salle Avenue

243

Oakland CA 94611

United States

Billing address

Noemi Ruelas

Coldwell Banker

Los Altos CA 94022

United States

Shipping method

UPS® Ground

Payment method

 ending with 2182 — **\$336.76**

If you have any questions, reply to this email or contact us at sales@shinepay.co

Thank you for choosing to receive your statements electronically.



A fast, safe and easy way to send money to friends and family.

Look for Zelle[®] in the Patelco Mobile App.

Zelle and the Zelle-related marks are wholly owned by Early Warning Services, LLC and are used herein under license. Terms and conditions apply.

NOEMI RUELAS




Our Certified Financial Specialists are trained to help you wherever you are on the path to financial wellness.

Visit patelco.org/FinancialJourney

Statement Summary

Deposit Accounts	Beginning Balance	Deposits	Withdrawals	Ending Balance

 **FREE CHECKING - Suffix: 12 (continued)**

[REDACTED]		[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]		[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]		[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]		[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS TO OR FROM YOUR DEPOSIT ACCOUNTS
Please call us toll-free at 800.358.8228 or write us at Patelco Credit Union, PO Box 2227, Merced, CA 95344-0227 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. 1) Tell us your name and account number (if any). 2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. 3) Tell us the dollar amount of the suspected error. We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.



Our Certified Financial Specialists are trained to help you wherever you are on the path to financial wellness.

Visit patelco.org/FinancialJourney



Invoice

Antone's Appliance
 P.O. Box 27347
 Oakland, CA 94602
 Office Phone: 510-533-4443
 antones1@att.net

Invoice Number: I220411395
Invoice Date: 04/11/2022
Payment Terms: Due On Receipt
Invoice Amount: 115.00

Billing Address
 Noemi Ruelas

Jobsite
 2900 Birdsall Av. Oakland, CA
 noemi.ruelas@cbnorcal.com

noemi.ruelas@cbnorcal.com

Item Name	Quantity	Unit Price	Taxable	Total
\$115 Minimum Labor Charge \$115 minimum labor charge includes up to 1 hour.	1.00	115.00		115.00
Job Details Installed ShinePay modules on washer and dryer. Washer starts for \$2.50 and \$2.75. These are the two amounts. Dryer is \$1.25 initially for 45 minutes and \$.25 for each added 9 minutes. I have attached the invoice and setup instructions that came in the box. You must setup your account with them using the photos and price description.	1.00	0.00		0.00

Comments:

90 Day Parts and Labor guarantee on work performed.
 Thank you for your business!

Subtotal: \$ 115.00
Invoice Amount \$ 115.00



P.O. Box 2227
 Merced, CA 95344-0227
 patelco.org

Statement Period

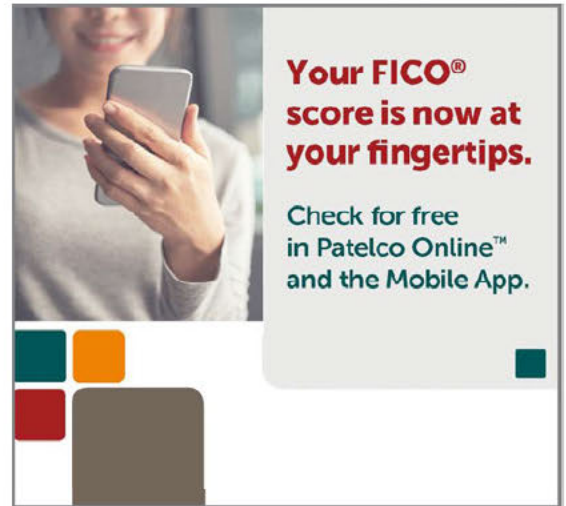
04/01/2022 - 04/30/2022

Member #

219013

Thank you for choosing to receive your statements electronically.

NOEMI RUELAS



Statement Summary

Deposit Accounts	Beginning Balance	Deposits	Withdrawals	Ending Balance

[Redacted]

REE CH [Redacted] G - Suffix: 10

[Redacted]

USED AUTO LOAN - Suffix: 01 (continued)

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS TO OR FROM YOUR DEPOSIT ACCOUNTS
 Please call us toll-free at 800,358,8228 or write us at Patelco Credit Union, PO Box 2227, Merced, CA 95344-0227 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. 1) Tell us your name and account number (if any). 2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. 3) Tell us the dollar amount of the suspected error. We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.



Reduce the risk of card fraud by letting us know when you travel

The easiest way to notify us is in **Patelco Online™**. After you login, go to the **MORE** widget, then to **Member Services** to submit a secure form.

Invoice

Manual Gamino

Manny's Landspaping

WE CLEAN HILLS. GREAT PRICES!!

P.O. BOX 7813

Oakland, CA 94601

510.301.8002

dl.eastbay@gmail.com

October 24, 2022

Invoice # 201

Bill To:

Noemi Ruelas

Job Site: 2910-A Birdsall Ave, Oakland

noemi.ruelas@cbtnorcal.com

DESCRIPTION	AMOUNT
Remove bushes and plant water efficient landscaping	\$ 1,182.00
Haul away	\$ 150.00
Install red lava rock and materials	\$ 262.00
Plants purchased by Noemi Ruelas	\$ 350.99
Total	\$ 1,944.99

THANK YOU FOR YOUR BUSINESS!

000200

NOEMI RUELAS

221

10/20/22

11-7647/3210
27

DATE CHECK NUMBER

PAY TO THE ORDER OF

Manny Landscaping \$ 1182.-

one thousand one hundred ~~and~~ eighty two DOLLARS

Photo Safe Deposit Check only

Patelco CREDIT UNION
PO Box 2227
Merced, CA 95344

FOR Birdsall Landscaping

[Handwritten Signature]

1

1221

[Faint, illegible text, possibly a receipt or memo]

For Deposit Only
Manny's Landscaping
4232032435
CHECK BOX FOR MOBILE DEPOSIT
4232032435

MOBILE DEPOSIT

NOEMI RUELAS

224

11-7647/3210
27

10/20/22 DATE

CHECK ARMOR

PAY TO THE ORDER OF

Manny Landscaping \$150.
one hundred & fifty

DOLLARS

Photo Safe Deposit
Bank of LA

Patelco CREDIT UNION
PO Box 2227
Merced, CA 95344

FOR

Birdsall Landscaping John U

MP

1

224

Marked Check

Specialty...
The Specialty...
Original...
On Hold...

For Deposit Only
CHECK Manny's Landscaping TE DEPOSIT
4232032435

ENDORSE HERE
X

NOEMI RUELAS

226

11-7647/3210
27

10/24/22

DATE

CHECK AMOUNT

OR
Pay to the
order of
33333333333333333333333333333333
11111111111111111111111111111111
11111111111111111111111111111111

Manny Landscaping \$262. =
two hundred & sixty two

DOLLARS

Photo
Safe
Deposit
Check or lock

Patelco CREDIT UNION
PO Box 2227
Merced, CA 95344

FOR 2900 Birdsall Landscaping

122

Patelco

33333333333333333333333333333333

33333333333333333333333333333333

Secure and reliable. Available to members and holders of checking accounts in the United States and Puerto Rico. A member of the United States Depository Institutions Clearing Corporation (USDDIC).

Member FDIC. Equal Housing Opportunity. Member of the National Automated Clearing House Association (NACHA). Member of the National Automated Clearing House Association (NACHA). Member of the National Automated Clearing House Association (NACHA). Member of the National Automated Clearing House Association (NACHA).

Direct deposit: A direct deposit is a deposit made by electronic funds transfer from an employer or other institution on behalf of an individual or corporation to a personal or business checking account.

© 2022

CHECK BOX FOR MOBILE/REMOTE DEPOSIT
ENTER NAME OF FINANCIAL INSTITUTION ON LINE ABOVE

ENDORSE HERE

X

For Deposit Only
Manny's Landscaping
4232032435

Birdsall Plants



**EVERGREEN
NURSERY**
*The Bay's Friendly
Garden Experts*

350 San Leandro Blvd
San Leandro, CA 94577
(510) 632-1522
www.theEvergreenNursery.com

Sales Receipt

10/19/2022 3:35 pm

Ticket: 220000034155

Register: Register 1

Employee: BJ

Items	#	Price
Lomandra Del Sol 3 gal	5	\$189.95
Anigozanthos Landscape Lilac 1 gal	1	\$20.99
Dietes bicolor 5 gal	1	\$41.99
Cordyline Cha Cha 5 gal	1	\$63.99
Subtotal		\$316.92
Tax (\$316.92 @ 10.75%)		\$34.07
Total Tax		\$34.07
Total		\$350.99

PAYMENTS

Credit Card \$350.99

Thank you for shopping at Evergreen
Nursery!

* All returns must be un-planted, in original
containers/un-broken packaging and
accompanied by the sales receipt *

** All clearance items are final sale. No
exchanges or refunds. **

*** All deliveries are made to the curb only. ***

Thank You!



TRANSACTION DETAILS

Sale **\$350.99**
MasterCard
Credit *****5076
Date: 10/19/2022 3:35 pm
Method: contactless_emv
Auth Code: 19178Z
AID: A0000000041010
APN: MasterCard Credi
Account Type: default
Cryptogram: 4F56870E24D0D20E

000204

Invoice

Josue Leiva

October 21, 2022

Leiva Plumbing

6917 Hallidax Ave. Oakland, CA 94605

(510)372-3559

Job site: 2910 A and 2910 Birdsall Ave, Oakland

Bill To:

Noemi Ruelas

noemi.ruelas@cbtnorcal.com

DESCRIPTION	AMOUNT
Install water heater in Unit 2910	\$1,800.00
Install water heater in main for laundy area 2910 A	\$1,800.00
Total	\$3,600.00

THANK YOU FOR YOUR BUSINESS!

000205

the link to read the instructions in [Spanish](#).
Click the link to read the instructions in [Chinese](#).

Global Search...

- Home
- Building
- Planning
- Enforcement
- Fire

Advanced Search

Search for Records

Instructions to search

You can find YOUR permit status by logging in to the site, and searching by any of the following parameters. If you are looking for general property information, it does not require a login.

- Record Number (Permit Number)
- Street No, Street Name
- State License Number

General Search

Search All Records

Record Number:	Record Type:	Record Status:
<input type="text" value="Permit Number"/>	<input type="text" value="--Select--"/>	<input type="text" value="--Select--"/>
Filing Date (Start)	Filing Date (End)	
<input type="text" value="01/11/2013"/>	<input type="text" value="01/12/2023"/>	
Street No.:	Street Name:	Street Type:
<input type="text" value="2910"/> - <input type="text" value="To"/>	<input type="text" value="birdsall"/>	<input type="text" value="--Select--"/>
Unit No.:	Zip:	Parcel No.:
<input type="text"/>	<input type="text"/>	<input type="text"/>
License Type:	State License Number:	
<input type="text" value="--Select--"/>	<input type="text"/>	
First:	Last:	
<input type="text"/>	<input type="text"/>	

Input fields for search criteria

Name of Business:

Input field for business name

Search Additional Criteria

Search and Clear buttons

4 Record results matching your search results

Click any of the results below to view more details.

Showing 1-4 of 4 | Download results

<input type="checkbox"/>	File Date	Status	Record Number	Record Type	Address	Description	Action	Short Notes
<input type="checkbox"/>	12/22/2022	Withdrawn	BW22005466	(BW) - Building Worksheet (Building)	2910 BIRDSALL AVE, Oakland CA 94619	Replace two water heaters	Pay Fees Due	
<input type="checkbox"/>	11/21/2022	Final	B2204158	(B) - Building Alteration - 3+ Residential Units or Commercial (Building)	2910 BIRDSALL AVE, Oakland CA 94619	Replace shower wall tiles and shower door in bathroom. Shower pan and valve to remain		
<input type="checkbox"/>	11/07/2022	Final	P2201682	(P) - Plumbing - 3+ Residential Units or commercial (Building)	2910 BIRDSALL AVE, Oakland CA 94619	Replace water heater for Unit 2910 and also for laundry room.		
<input type="checkbox"/>	02/20/2021	Final	SL2100368	OPW - Sewer Lateral	2910 BIRDSALL AVE, Oakland CA 94619	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 #		

the link to read the instructions in Spanish.
Click the link to read the instructions in Chinese.

Global Search...

Home Building Planning Enforcement Fire

Apply for a Building Permit Search Building Records

Record P2201682:
(P) - Plumbing - 3+ Residential Units or commercial (Building)
Record Status: Final

Record Info

Work Location

2910 BIRDSALL AVE
Oakland CA 94619
ADDRESS UPDATED: 03/04/2020



Record Details

Project Description:
Replace water heater for Unit 2910 and also for laundry room.

More Details

Application Information

GENERAL INFORMATION

Is this application related to any other permit or complaint?: No

Building Use: Residential

PREPAID INSPECTION

Prepaid Inspections: 3

Total Prepaid Inspections: 3

Jobsite Visits: 1

KEY DATES

Permit Expiration Date: 12/08/2024

Permit Inactivation Date: 06/13/2023

PROPERTY INFORMATION

Council District: COUNCIL DISTRICT 6

Application Information Table

DESCRIPTION OF PROPOSED WORK

Table with 2 columns: Description and Quantity. Row 1: Plumbing Work, WATER HEATERS. Row 2: Quantity, 2. Row 3: Inspection Fee, 60.

Parcel Information



City of Oakland
Transaction Receipt# 5418306
Record ID: P2201682

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

Date: 11/07/2022

ADDRESS: 2910 BIRDSALL AVE, Oakland, CA 94619

PARCEL: 036 249602901

DESCRIPTION	AMOUNT DUE	TRAN AMOUNT
Application Fee - Issuance by Internet Connection	\$ 76.00	\$ 76.00
Recrd Mangmnt & Tech Enhancement Fee	\$ 11.21	\$ 11.21
	\$ 87.21	\$ 87.21

PAYMENT TYPE	PAYOR	PAYMENT AMOUNT	AMOUNT NOT ALLOCATED
Credit Card		\$ 87.21	\$ 0.00
1452251			
Comments: Noemi Ruelas			
		\$ 87.21	\$ 0.00

TOTAL TRANSACTION AMOUNT: \$ 87.21

000209



City of Oakland
Transaction Receipt# 5422789
Record ID: P2201682

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

Date: 12/09/2022

ADDRESS: 2910 BIRDSALL AVE, Oakland, CA 94619

PARCEL: 036 249602901

DESCRIPTION	AMOUNT DUE	TRAN AMOUNT
Inspection	\$ 118.00	\$ 118.00
Recrd Mangmnt & Tech Enhancement Fee	\$ 17.41	\$ 17.41
	\$ 135.41	\$ 135.41

PAYMENT TYPE	PAYOR	PAYMENT AMOUNT	AMOUNT NOT ALLOCATED
Credit Card		\$ 135.41	\$ 0.00
1460671			
Comments: Noemi Ruelas			
		\$ 135.41	\$ 0.00

TOTAL TRANSACTION AMOUNT: \$ 135.41

000210

NOEMI RUELAS

228

1
L

11/8/22
DATE

11-7647/3210
27

CHECK AMOUNT

PAY TO THE ORDER OF

Josue Leiva

\$ 1000.00

one thousand

DOLLARS



Micro Safe Deposit

Patelco CREDIT UNION

PO Box 2227
Merced, CA 95344

[Signature]

FOR 2910 Birdsal Waterhead

0228

Serial number and MICR line

1310656008

FOR DEPOSIT ONLY
MICR LINE

[Signature]

ENDORSE HERE

NOEMI RUELAS

231

11-7647/3210

27

12/13/22
DATE

CHECK BRAND

PAY TO THE ORDER OF

Josue Leiva

\$ 1,100.-

one thousand one hundred

DOLLARS

Photo Safe Deposit Icon of Iss

Patelco CREDIT UNION

P.O. Box 2227
Merced, CA 95344

FOR 2910 Birdcall Wate heater

0232

NOEMI RUELAS

Security Features exceed industry standards and include:

- ImageMatch - Matching account and check number on back
- MobileMark - Mobile De, only check mark to indicate check has been deposited via mobile device
- The Security Weave - pattern on back designed to deter fraud
- Microprint (MP) lines printed on front and back
- The words "ORIGINAL DOCUMENT" across the back
- Photo Safe Deposit icon visible on front and back

Do not cash if:

- Any of the features listed above are missing or appear altered
- Fugitive ink on back looks pink or has disappeared
- Brown stains or colored spots appear on both front and back

CHECK BOX FOR MOBILE/REMOTE DEPOSIT
WRITE NAME OF FINANCIAL INSTITUTION ON LINE ABOVE

ENDORSE HERE
X
[Signature]

000213

Unit-Specific Improvements:

2902 Birdsall Ave.

000214



**How doers
get more done.**

1781 EAST BAYSHORE ROAD
EAST PALO ALTO, CA, 94303 650-462-6800

6603 00097 05393 03/02/21 01:40 PM
SALE CASHIER

ORDER ID: H6603-217239
RECALL AMOUNT 578.00

SUBTOTAL 578.00
SALES TAX 56.35
TOTAL \$634.35

XXXXXXXXXXXXXXXX2189 VISA
USD\$ 634.35

AUTH CODE 04161D/1971662 TA
Chip Read
AID A0000000031010 Visa Credit

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-4696 SUMMARY

2021 PRO XTRA SPEND 03/01: \$2,873.60

As of 03/02/2021 your Paint Rewards level is Member; Spend 969.11 more in qualifying paint purchases to earn Bronze (10.0% off) on select paint items.

This purchase qualifies for FUEL DISCOUNTS and 60 DAYS TO PAY on The Home Depot Commercial Credit Card. Ask an Associate to learn more or go to homedepot.com/financeoptions.



6603 97 05393 03/02/2021 9062

Due to COVID-19, we have extended our returns policy for most items. Please see homedepot.com for details.

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: GVM3 17678 11172
PASSWORD: 21152 11075

Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.

000215

Chuck Aruta Floor Contractor, Inc also dba Affordable Carpets and More

1527 Arbutus Dr.
 San Jose, CA 95118
 Lic 601781
 Office. 408-267-5245.
 Cell # (408) 605-1947 Chuck
 408-887-7556. Antonio
 Fax # (408) 448-7635.

Invoice

Invoice No: 1817CA
Date: 10/20/2020
Terms: NET 45
Due Date: 12/04/2020

Bill To: ACW Mangement
 noemi.ruelas@cbnorcal.com,
 acwmanagement@sbcglobal.net
 P.O. Box 1361 Palo Alto CA 94302

Ship to: 2902 Birdsall Ave
 Oakland, CA, 94619

Ship date: 11/24/2020
Reference #
Installer

Install. Date	Nov. 24	Conf.Install	Lock box
Installer	Biud	Rooms to install	Kitchen ^[0A]
FT. ?	8 x 8 ^[0A]		

	Quantity	Rate	Amount
New kitchen vinyl we will be putting quarter inch underlayment on top of the old Flooring appliances must be out we will install the plywood the vinyl 32 ft brown New rubber base job complete	1	\$1,200.00	\$1,200.00
Vinyl at Chuck's	1	\$0.00	\$0.00

Please make payment to:

Bank Account Number: 40630138424045810
 Routing Number: 121000248

Subtotal	\$1,200.00
Shipping	\$0.00
Total	\$1,200.00
PAID	\$0.00

Balance Due **\$1,200.00**





Notes

California carpet assessment recycle fee. \$.35. Per. Yard.

Terms and Conditions

Note: unforeseen floor preparations, high or low areas on sub floor, termite or water damage there will be a extra charge

Note: All engineered hardwood and Luxury. Vinyl planks have color variation, characteristics of the product from the manufacture ,customer is responsible to pay for any extra product to achieve the look they desire.



P.O. Box 2227
Merced, CA 95344-0227
patelco.org

Statement Period

Member #

01/01/2021 - 01/31/2021

219013

Thank you for choosing to receive your statements electronically.

Gain the financial flexibility you need with a Home Equity Line of Credit.

NOEMI RUELAS

Learn more at patelco.org/power.

Insured by NCUA

NMLS ID # 506373

Tools to save you money

We've partnered with TurboTax to help you do your taxes. Save up to \$20.

This website is owned by TurboTax.

Learn more at www.patelcotax.com



Statement Summary










Patelco Credit Union, P.O. Box 2227 Merced, CA 95344-0227

If you have questions, need to determine whether a preauthorized electronic fund transfer occurred, or find errors on your statement, call 800.358.8228 or send a secure email at patelco.org/contact-us

000218

 FREE CHECKING - Suffix: 12 (continued)					
Post	Eff.	Description	Deposits	Withdrawals	Balance
01/23	01/22	Point of Sale (POS) CHUCK ARUTA FLO 1527 Arbutus Dr 4082675245 CAUS		-1,200.00	

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS TO OR FROM YOUR DEPOSIT ACCOUNTS
 Please call us toll-free at 800.358.8228 or write us at Patelco Credit Union, PO Box 2227, Merced, CA 95344-0227 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. 1) Tell us your name and account number (if any). 2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. 3) Tell us the dollar amount of the suspected error. We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

Unit-Specific Improvements:

2906 Birdsall Ave.



Date Ordered: May 26, 2021

Order Number: WA94158585

Order Total: \$675.34

Appliance Delivery

Delivering to

Jaime Gutierrez
2906 BIRDSALL AVE
Oakland, CA 94619

Product Information

Item	Qty	Price
Hotpoint 15.6 cu. ft. Top Freezer Refrigerator in White Model # HPS16BTNRWW Store SKU # 1004761382	1	\$578.00

Parts & Services

Manufacturer's Standard Warranty		Included
Old Appliance Haul Away	1	\$25.00
Unitized Install	1	\$17.28
Appliance Delivery	1	\$0.00

Payment Information

Billing Address

Jaime Gutierrez
P.O BOX 1361
Palo Alto, CA 94302

Payment Method

Mastercard | Ending in 8056

Payment Details

Subtotal	\$620.28
Shipping	
Scheduled Delivery	
Sales Tax	\$55.06
Order Total	\$675.34

000222

Invoice

Josue Leiva

October 20, 2022

Leiva Plumbing

6917 Hallidax Ave. Oakland, CA 94605

(510)372-3559

Job site: 2906 Birdsall Ave, Okland

Bill To:

Noemi Ruelas

noemi.ruelas@cbtnorcal.com

DESCRIPTION	AMOUNT
Intall new kitchen Faucet	\$374.52
Repair bathroom leak	\$300
Total	\$ 674.52

THANK YOU FOR YOUR BUSINESS!

000223

NOEMI RUELAS

222

11-7647/3210
27

10/20/22 LATE

CHECK ARMS

PAY TO THE ORDER OF

Josue Leiva

\$374.52

Three hundred seventy four 52/100 DOLLARS

Patelco CREDIT UNION
FDIC Member Since 1977
Member S.A. 94144

FOR 2906 ^{Materia S} Kitchen faucet

[Handwritten Signature]

122

321076470

0222

24600073006112

NOEMI RUELAS

Security Features exceed industry standards and include:

- ImageMatch - Matching account and check number on back (Patent No. 9,240,928)
- MobileMark - Mobile Deposit check mark to indicate check has been deposited via mobile device
- The Security Weave - pattern on back designed to deter fraud
- Microprint (MP) lines printed on front and back
- The words "ORIGINAL DOCUMENT" across the back
- Photo Safe Deposit - icon visible on front and back

Do not cash if:

- Any of the features listed above are missing or appear altered
- Fluorescent ink on back looks pink or has disappeared
- Brown stains or colored spots appear on both front and back

CHECK BOX FOR MOBILE/REMOTE DEPOSIT
WRITE NAME OF FINANCIAL INSTITUTION ON LINE 1

ENDORSE HERE

[Handwritten Signature]

Unit-Specific Improvements:

2908 Birdsall Ave.

See pages 21-23

Unit-Specific Improvements:

2910 Birdsall Ave.

000226

INVOICE

Luis Perez

Kitchen & Bath
(510)302-5928

October 18, 2022

Invoice #101

Noemi Ruelas

Los Altos, Ca 94022

Job site: **2910 Birdsall Ave, Oakland**

DATE	DESCRIPTION	UNIT PRICE	PAID
	Removed old tile and replaced w new top to bottom. Intall shower new bed, sliding glass door. Painted bathroom	9,650	
9/16/2022	Check 1005		(2,500)
9/21/2022	Check 1007		(3,000)
9/29/2022	Check 201		(2,000)
10/5/2022	Check 204		(2,150)
		9,650	(9,650)
	Make checks payable to Luis Perez.	-	
		\$ -	
	THANK YOU FOR YOUR BUSINESS!	9,650	(9,650)

000227

NOEMI RHELAS

201

11-7647/3210
27

9/29/22

DATE

CHECK 201

PAY TO THE
ORDER OF

Luis Perez

\$ 2000.-

two thousand

DOLLARS

Photo
Safe
Deposit
Date on back

Patelco
CREDIT UNION

PO Box 2227
Merced, CA 95344

FOR 2910 Bathrooms

[Signature]

0201

[Faint, illegible text, likely a routing slip or deposit slip]

DEPOSIT SLIP
CREDIT UNION

ENDORSE HERE
Luis Perez

NOEMI RUELAS

204

11-7647/2210
27

10/5/22

LATE

CHECK NUMBER

PAY TO THE ORDER OF

Luis Perez

\$ 2150.

two thousand one hundred

DOLLARS



Photo Safe Deposit

Patelco CREDIT UNION

PO Box 2277
Merced, CA 95344

1-11-22

FOR 2910 Birdsall Street

[Signature]

1:

204

321076470

0204

24600073006112

NOEMI RUELAS

Security Features exceed industry standards and include:

- ImageMatch™: Matching account and check number on back (Patent No. 9,240,066)
- MobileMark™: Mobile Deposit check mark to indicate check has been deposited via mobile device
- The Security Weave® pattern on back designed to deter fraud
- Microprint (MP) lines printed on front and back
- The words "ORIGINAL DOCUMENT" across the back
- Photo Safe Deposit™ icon visible on front and back

Do not cash if:

- Any of the features listed above are missing or appear altered
- Fugitive Ink on back looks pink or has disappeared
- Brown stains or colored spots appear on both front and back



CHECK BOX FOR MOBILE/REMOTE DEPOSIT
WRITE NAME OF FINANCIAL INSTITUTION ON LINE ABOVE

ENDORSE HERE
Luis F Perez

NOEMI RUELAS

1005

9/16/22
Date

Pay to the Order of

Luis Perez

\$ 2,500.-

Twenty five hundred

Dollars

Security Features Details on Back.

Patelco
CREDIT UNION
www.patelco.org

For

2910 Birdsall St Denver Colorado

005

BLUE SHEPHERD™

* Bank of America...
 * Chase Bank...
 * Wells Fargo...
 * Citigroup...
 * PNC...
 * Sun Life...
 * All other banks...

BE NOT DEEN IF
 - One of the...
 - For...
 - Direct...

ORIGINAL
 ORIGINAL DOCUMENT
 ORIGINAL DOCUMENT
 ORIGINAL DOCUMENT
 ORIGINAL DOCUMENT
 ORIGINAL DOCUMENT
 ORIGINAL DOCUMENT
 ORIGINAL DOCUMENT

Luis F Perez

NOEMI RUELAS

1007

9/21/22
Date

Pay to the Order of Luis Perez

\$ 3000.-

Three thousand

Dollars



Security Features. Details on Back.

Patelco
CREDIT UNION
www.patelco.org

For 2910 Shower

NP

I,

NOEMI

Harland Clerk

BLUE SHELFIELD™

* The funds shown on this check are not available for withdrawal until the check is cashed.
 * Funds are not available for withdrawal until the check is cashed.
 * Funds are not available for withdrawal until the check is cashed.
 * Funds are not available for withdrawal until the check is cashed.

ORIGINAL
 ORIGINAL DOCU
 ORIGINAL
 ORIGINAL DOCUM
 ORIGINAL DO
 ORIGINAL DOCUM
 ORIGINAL DOCUM
 ORIGINAL DOCUM
 ORIGINAL

Luis fernando Perez

the link to read the instructions in [Spanish](#).
Click the link to read the instructions in [Chinese](#).

Global Search...

- Home
- Building
- Planning
- Enforcement
- Fire

Advanced Search

Search for Records

Instructions to search

You can find YOUR permit status by logging in to the site, and searching by any of the following parameters. If you are looking for general property information, it does not require a login.

- Record Number (Permit Number)
- Street No, Street Name
- State License Number

General Search

Search All Records

Record Number:	Record Type:	Record Status:
<input type="text" value="Permit Number"/>	<input type="text" value="--Select--"/>	<input type="text" value="--Select--"/>
Filing Date (Start)	Filing Date (End)	
<input type="text" value="01/11/2013"/>	<input type="text" value="01/12/2023"/>	
Street No.:	Street Name:	Street Type:
<input type="text" value="2910"/> - <input type="text" value="To"/>	<input type="text" value="birdsall"/>	<input type="text" value="--Select--"/>
Unit No.:	Zip:	Parcel No.:
<input type="text"/>	<input type="text"/>	<input type="text"/>
License Type:	State License Number:	
<input type="text" value="--Select--"/>	<input type="text"/>	
First:	Last:	
<input type="text"/>	<input type="text"/>	

000232

Name of Business:

▶ Search Additional Criteria

4 Record results matching your search results

Click any of the results below to view more details.

Showing 1-4 of 4 | Download results

<input type="checkbox"/>	File Date	Status	Record Number	Record Type	Address	Description	Action	Short Notes
<input type="checkbox"/>	12/22/2022	Withdrawn	BW22005466	(BW) - Building Worksheet (Building)	2910 BIRDSALL AVE, Oakland CA 94619	Replace two water heaters	Pay Fees Due	
<input type="checkbox"/>	11/21/2022	Final	B2204158	(B) - Building Alteration - 3+ Residential Units or Commercial (Building)	2910 BIRDSALL AVE, Oakland CA 94619	Replace shower wall tiles and shower door in bathroom. Shower pan and valve to remain		
<input type="checkbox"/>	11/07/2022	Final	P2201682	(P) - Plumbing - 3+ Residential Units or commercial (Building)	2910 BIRDSALL AVE, Oakland CA 94619	Replace water heater for Unit 2910 and also for laundry room.		
<input type="checkbox"/>	02/20/2021	Final	SL2100368	OPW - Sewer Lateral	2910 BIRDSALL AVE, Oakland CA 94619	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 #		

the link to read the instructions in [Spanish](#).
 Click the link to read the instructions in [Chinese](#).

Global Search...

[Home](#) [Building](#) [Planning](#) [Enforcement](#) [Fire](#)

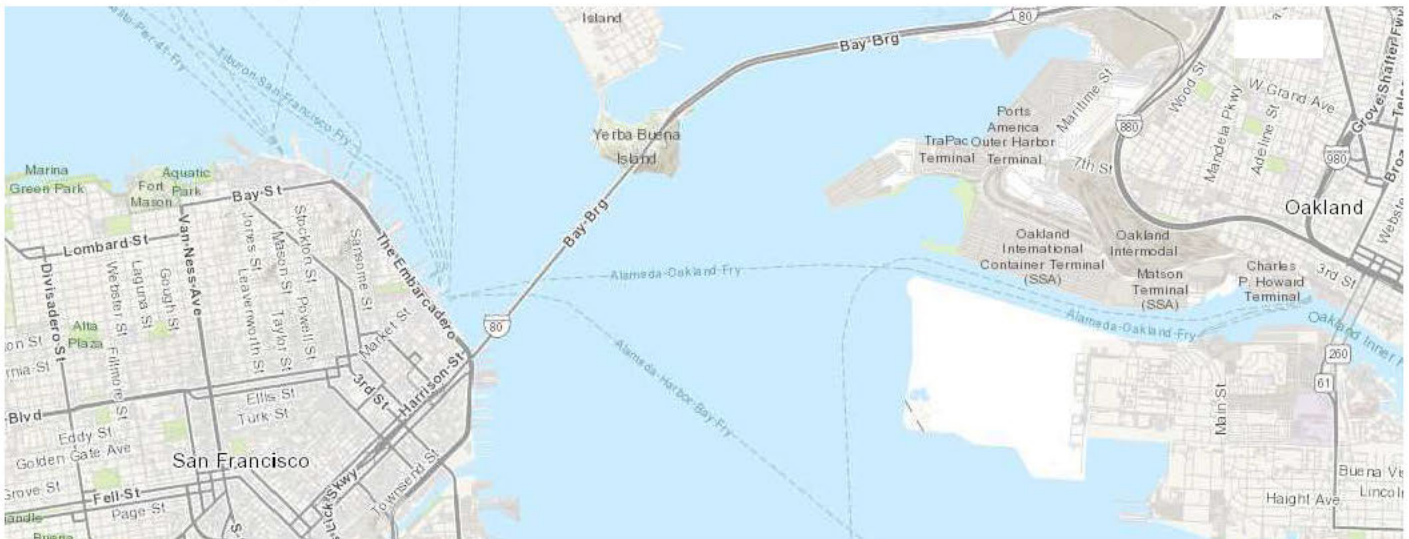
[Apply for a Building Permit](#) [Search Building Records](#)

Record B2204158:
(B) - Building Alteration - 3+ Residential Units or Commercial (Building)
Record Status: Final

Record Info

Work Location

2910 BIRDSALL AVE *
 Oakland CA 94619
 ADDRESS UPDATED: 03/04/2020



Record Details

Project Description:

Replace shower wall tiles and shower door in bathroom. Shower pan and valve to remain

More Details

Additional Information

Job Value(\$):
 \$10,000.00

Application Information

PROJECT DETAILS	
Is this application for a building other than 1 to 2 units residential?:	Yes
Window Replacement:	No
Kitchen Alteration:	No
Bathroom Alteration:	Yes

GENERAL INFORMATION

Is this application related to any other permit or complaint?:	No
--	----

000234

PROPOSED BUILDING INFORMATION

Total No. of Bedrooms: 0
Total Floor Area (sq ft): 0

PREPAID INSPECTION

Prepaid Inspections: 6
Total Prepaid Inspections: 6
Jobsite Visits: 1

KEY DATES

Application Expiration Date: 05/09/2023
Permit Expiration Date: 12/08/2024
Permit Inactivation Date: 06/13/2023

PROPERTY INFORMATION

Council District: COUNCIL DISTRICT 6

Parcel Information



**City of Oakland
Transaction Receipt# 5420312
Record ID: B2204158**

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

Date: 11/21/2022

ADDRESS: 2910 BIRDSALL AVE, Oakland, CA 94619

PARCEL: 036 249602901

DESCRIPTION	AMOUNT DUE	TRAN AMOUNT
General Plan Surcharge	\$ 60.00	\$ 60.00
City - California Building Standards Commision (CBSC)	\$ 0.10	\$ 0.10
California Building Standards Commision (CBSC)	\$ 0.90	\$ 0.90
City - Strong Motion Instrumentation Program (SMIP)	\$ 0.14	\$ 0.14
Strong Motion Instrumentation Program (SMIP)	\$ 2.66	\$ 2.66
Application Fee	\$ 76.00	\$ 76.00
Inspection Fee	\$ 387.76	\$ 387.76
Recrd Mangmnt & Tech Enhancement Fee	\$ 77.82	\$ 77.82
	\$ 605.38	\$ 605.38

PAYMENT TYPE	PAYOR	PAYMENT AMOUNT	AMOUNT NOT ALLOCATED
Credit Card		\$ 605.38	\$ 0.00
1456128			
Comments: Noemi Ruelas			
		\$ 605.38	\$ 0.00

TOTAL TRANSACTION AMOUNT: \$ 605.38

Invoice

Josue Leiva

October 21, 2022

Leiva Plumbing

6917 Hallidax Ave. Oakland, CA 94605

(510)372-3559

Job site: 2910 A and 2910 Birdsall Ave, Oakland

Bill To:

Noemi Ruelas

noemi.ruelas@cbtnorcal.com

DESCRIPTION	AMOUNT
Install water heater in Unit 2910	\$1,800.00
Install water heater in main for laundy area 2910 A	\$1,800.00
Total	\$3,600.00

THANK YOU FOR YOUR BUSINESS!

000237

the link to read the instructions in [Spanish](#).
Click the link to read the instructions in [Chinese](#).

Global Search...

- Home
- Building
- Planning
- Enforcement
- Fire

Advanced Search

Search for Records

Instructions to search

You can find YOUR permit status by logging in to the site, and searching by any of the following parameters. If you are looking for general property information, it does not require a login.

- Record Number (Permit Number)
- Street No, Street Name
- State License Number

General Search

Search All Records

Record Number:

Record Type:

Record Status:

Filing Date (Start):

Filing Date (End):

Street No.: -

Street Name:

Street Type:

Unit No.:

Zip:

Parcel No.:

License Type:

State License Number:

First: **Last:**

Input fields for search criteria

Name of Business:

Input field for business name

Search Additional Criteria

Search and Clear buttons

4 Record results matching your search results

Click any of the results below to view more details.

Showing 1-4 of 4 | Download results

<input type="checkbox"/>	File Date	Status	Record Number	Record Type	Address	Description	Action	Short Notes
<input type="checkbox"/>	12/22/2022	Withdrawn	BW22005466	(BW) - Building Worksheet (Building)	2910 BIRDSALL AVE, Oakland CA 94619	Replace two water heaters	Pay Fees Due	
<input type="checkbox"/>	11/21/2022	Final	B2204158	(B) - Building Alteration - 3+ Residential Units or Commercial (Building)	2910 BIRDSALL AVE, Oakland CA 94619	Replace shower wall tiles and shower door in bathroom. Shower pan and valve to remain		
<input type="checkbox"/>	11/07/2022	Final	P2201682	(P) - Plumbing - 3+ Residential Units or commercial (Building)	2910 BIRDSALL AVE, Oakland CA 94619	Replace water heater for Unit 2910 and also for laundry room.		
<input type="checkbox"/>	02/20/2021	Final	SL2100368	OPW - Sewer Lateral	2910 BIRDSALL AVE, Oakland CA 94619	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 #		

the link to read the instructions in Spanish.
Click the link to read the instructions in Chinese.

Global Search...

Home Building Planning Enforcement Fire

Apply for a Building Permit Search Building Records

Record P2201682:
(P) - Plumbing - 3+ Residential Units or commercial (Building)
Record Status: Final

Record Info

Work Location

2910 BIRDSALL AVE
Oakland CA 94619
ADDRESS UPDATED: 03/04/2020



Record Details

Project Description:
Replace water heater for Unit 2910 and also for laundry room.

More Details

Application Information

GENERAL INFORMATION

Is this application related to any other permit or complaint?: No
Building Use: Residential

PREPAID INSPECTION

Prepaid Inspections: 3
Total Prepaid Inspections: 3
Jobsite Visits: 1

KEY DATES

Permit Expiration Date: 12/08/2024
Permit Inactivation Date: 06/13/2023

PROPERTY INFORMATION

Council District: COUNCIL DISTRICT 6

Application Information Table

DESCRIPTION OF PROPOSED WORK

Plumbing Work: WATER HEATERS
Quantity: 2
Inspection Fee: 60

Parcel Information



City of Oakland
Transaction Receipt# 5418306
Record ID: P2201682

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

Date: 11/07/2022

ADDRESS: 2910 BIRDSALL AVE, Oakland, CA 94619

PARCEL: 036 249602901

DESCRIPTION	AMOUNT DUE	TRAN AMOUNT
Application Fee - Issuance by Internet Connection	\$ 76.00	\$ 76.00
Recrd Mangmnt & Tech Enhancement Fee	\$ 11.21	\$ 11.21
	\$ 87.21	\$ 87.21

PAYMENT TYPE	PAYOR	PAYMENT AMOUNT	AMOUNT NOT ALLOCATED
Credit Card		\$ 87.21	\$ 0.00
1452251			
Comments: Noemi Ruelas			
		\$ 87.21	\$ 0.00

TOTAL TRANSACTION AMOUNT: \$ 87.21

000241



City of Oakland
Transaction Receipt# 5422789
Record ID: P2201682

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

Date: 12/09/2022

ADDRESS: 2910 BIRDSALL AVE, Oakland, CA 94619

PARCEL: 036 249602901

DESCRIPTION	AMOUNT DUE	TRAN AMOUNT
Inspection	\$ 118.00	\$ 118.00
Recrd Mangmnt & Tech Enhancement Fee	\$ 17.41	\$ 17.41
	\$ 135.41	\$ 135.41

PAYMENT TYPE	PAYOR	PAYMENT AMOUNT	AMOUNT NOT ALLOCATED
Credit Card		\$ 135.41	\$ 0.00
1460671			
Comments: Noemi Ruelas			
		\$ 135.41	\$ 0.00

TOTAL TRANSACTION AMOUNT: \$ 135.41

000242

NOEMI RUELAS

207

11-7047/2210

21

10/28/22

CHECK AMOUNT

PAY TO THE ORDER OF Josue Lierka \$1,500.-

fifteen hundred DOLLARS

Spatecco
CREDIT UNION
PO Box 227
Merced, CA 95344

FOR Birdson Water heaters John Birdson 0207

Security features exceed industry standards and include:

- Microprint - Microprint is a series of small numbers that are printed on the front and back of the check.
- Watermark - A watermark is a design or image that is visible on the front and back of the check.
- Security Mark - A security mark is a small mark that is visible on the front and back of the check.
- Color Shifting - Color shifting is a feature that causes the color of the ink to change when the check is viewed from different angles.
- Security Lines - Security lines are lines that are printed on the front and back of the check.
- Security Features - Security features are features that are designed to help prevent fraud.

CHECK FOR MOBILE REMOTE DEPOSIT
IN THE NAME OF FINANCIAL INSTITUTION ON LINE ABOVE

NOEMI RUELAS

228

1

11-7647/3210
27

11/8/22
DATE

CHECK AMOUNT

PAY TO THE ORDER OF

Josue Leiva

\$ 1000.-

one thousand

DOLLARS



Micro Safe Deposit
Details on back

Patelco
CREDIT UNION

PO Box 2227
Merced, CA 95344

[Handwritten Signature]

FOR 2910 Birdsal Waterhead

0228

1310656008

NOEMI RUELAS
11-7647/3210
27

[Handwritten Signature]

ENDORSE HERE

NOEMI RUELAS

231

11-7647/3210

27

12/13/22
DATE

CHECK BRAND

PAY TO THE ORDER OF

Josue Leiva

\$ 1,100.-

one thousand one hundred

DOLLARS

Photo Safe Deposit Unit or Ink

Patelco CREDIT UNION

P.O. Box 2227
Merced, CA 95344

FOR 2910 Birdcall Wate heater

0232

NOEMI RUELAS

Security Features exceed industry standards and include:

- ImageMatch - Matching account and check number on back
- MobileMark - Mobile Deposit check mark to indicate check has been deposited via mobile device
- The Security Weave - pattern on back designed to deter fraud
- Microprint (MP) lines printed on front and back
- The words "ORIGINAL DOCUMENT" across the back
- Photo Safe Deposit icon visible on front and back

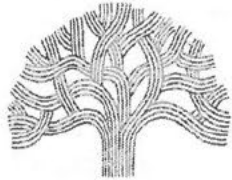
Do not cash if:

- Any of the features listed above are missing or appear altered
- Fugitive ink on back looks pink or has disappeared
- Brown stains or colored spots appear on both front and back

CHECK BOX FOR MOBILE/REMOTE DEPOSIT
WRITE NAME OF FINANCIAL INSTITUTION ON LINE ABOVE

ENDORSE HERE
X
[Signature]

000245



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

For Rent Adjustment Program date stamp.

CASE NUMBER L - 23-0667

**TENANT RESPONSE
TO OWNER PETITION FOR APPROVAL OF RENT
INCREASE**

Please fill out this form as completely as you can. Use this form to respond to the Property Owner Petition for Approval of Rent Increase filed by the property owner of your rental unit. The Rent Adjustment Ordinance allows property owners to increase rents above the allowable annual CPI (Consumer Price Index) rate, based on certain justifications ("grounds"), if approved after a hearing with the Rent Adjustment Program ("RAP"). By completing this Tenant Response and submitting it in the required time for filing, you will be able to participate in the hearing. Failure to provide the required information may result in your Tenant Response being rejected or delayed. See "Important Information Regarding Filing Your Response" on the last pages of this packet for more information, including filing instructions and how to contact RAP with questions. Additional information is also available on the RAP website. **CONTACT A HOUSING COUNSELOR TO REVIEW YOUR RESPONSE BEFORE SUBMITTING.** To make an appointment email RAP@oaklandca.gov.

Tenant Rental Information			
<u>2910</u>	<u>Birdsall Avenue</u>	Unit Number	Oakland, CA <u>94619</u>
Street Number	Street Name		Zip Code
<u>Deirdra</u>	<u>Ward</u>		
Your First Name	Last Name		
Mailing Address (if different from above): _____			
Primary Telephone: <u>(510) 798-3870</u> Other Telephone: <u>(510) 827-9512</u> Email: <u>wardestate@comcast.net</u>			
Type of unit (check one):	<input type="checkbox"/> Single family home <input type="checkbox"/> Condominium <input checked="" type="checkbox"/> Apartment, room, or live-work	Are you current on your rent? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No*	
Number of units on the property: <u>6</u>	If not current, explain why: _____		
(*Note: You must be current on your rent or lawfully withholding rent in order to file a response. Checking "No" without providing an adequate explanation may result in your response being excluded and limit your participation in the hearing.)			
Case number(s) of any relevant prior Rent Adjustment case(s): _____			
Tenant Representative: (Check one) <input checked="" type="checkbox"/> No Representative <input type="checkbox"/> Attorney <input type="checkbox"/> Non-Attorney			
First Name	Last Name	Firm/Organization (if any)	
Mailing Address: _____			
Phone Number: _____ Email: _____			

RENT HISTORY

Move-in Date: Nov. 4, 2005 Initial Rent at Move-In: \$ 1200.00 Current Rent: \$ 1474.14

When did the property owner first provide you with the City form, NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM ("RAP Notice")?

I first received the RAP Notice on (date): 01/17/2023
 I was never provided with the RAP Notice
 I do not remember if I ever received the RAP Notice

List all rent increases you have received for this unit in the past five years. Enter all information requested.

Date received rent increase notice: (mm/dd/yy)	Date rent increase went into effect: (mm/dd/yy)	Amount of increase:		Received RAP Notice with notice of rent increase?	
		FROM	TO	YES	NO
Unknown	March 1, 2016	\$ 1361.15	\$ 1384.27	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Unknown	April 1, 2018	\$ 1384.27	\$ 1446.66	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Nov. 24, 2021	Jan. 1, 2022	\$ 1446.66	\$ 1474.14	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>

RESPONSE TO PROPERTY OWNER PETITION

Use the space below to respond to the rent increase requested in the Owner Petition.

- To generally contest the Owner Petition, simply check the first box under the "GENERAL RESPONSE(S)" section below.
- You may also (but are not required to) raise specific defenses pertaining to the claimed rent increase justification(s) by selecting from the "SPECIFIC RESPONSES" checklist on the following page. **Note that the property owner has the burden of proving that all requirements for the requested rent increase have been met—your failure to check any of the boxes below does NOT mean that any objection you may have is waived.**

Attach additional sheets if needed to provide further explanation. You may attach any documentation supporting your position together with your Tenant Response form. For detailed information on allowable rent increases, see Appendix A of the Rent Adjustment Program Regulations or see the Rent Adjustment Ordinance. Copies of Appendix A and the Ordinance are available on the RAP website. Brief summaries of each rent increase justification are also listed on the last page of this response packet.

GENERAL RESPONSE(S)

- I wish to generally contest the requested rent increase.
- The requested increase would cause my rent to increase by more than 30% in the last five years (This response may not apply when the increase sought is based on the tenant not residing in the unit as principal residence.)
- I believe I should not have to pay the requested rent increase because the unit has been cited in an inspection report by a governmental agency as containing serious health, safety, fire, or building code violations. (Attach copy of inspection report.)
- I believe the property owner is not entitled to the proposed rent increase because: The shower work performed was initially supposed to be a repair of leaking tile into the shower/tub. Once inspected by the owner, she decided to replace/upgrade the shower. Additionally, the work was scheduled to start on Sept. 8, 2022 and end by Sept. 12, 2022, but this work went on and didn't actually start until Sept. 10 and was completed by Oct. 12, 2022 (all documented in text messages during this period). Lastly, the water heater is for the entire complex - NOT just 2910 as it includes the laundry room and the water heater exploded on Oct. 20, 2022. (As shared via text from the owner).

SPECIFIC RESPONSES

(Optional)

NOTE: You do not have to make these claims in order for these issues to be decided by the Hearing Officer.

Justification	Tenant Response
Capital Improvements	<input type="checkbox"/> The claimed improvements do not meet the legal or factual requirements for "Capital Improvements" as set forth in Appendix A of the Rent Adjustment Program Regulations. <input type="checkbox"/> The claimed improvements were not completed by the date the Property Owner Petition was filed or were completed more than 24 months prior to the date the Petition was filed. <input type="checkbox"/> Property owner did not obtain finaled permit(s) for work that required permit(s). <input type="checkbox"/> The claimed improvements were not primarily a benefit to the tenants. <input checked="" type="checkbox"/> Other (provide explanation): <u>Shower was initially supposed to be a repair. Water heater exploded for the complex, so it had to be replaced.</u>
Uninsured Repair Costs	<input type="checkbox"/> Property owner received insurance reimbursement for claimed costs. <input checked="" type="checkbox"/> The need for some or all of the repairs was not caused by a natural disaster. <input checked="" type="checkbox"/> Other (provide explanation): <u>The shower had normal use for the 17 years, prior to repair. Not to mention, there is no record of repair prior to our move in 2005.</u>
Increased Housing Service Costs	<input type="checkbox"/> The claimed expenses do not meet the legal or factual requirements for "Housing Service Costs" as set forth in Appendix A of the Rent Adjustment Program Regulations. <input type="checkbox"/> Property owner did not include all rental income or all expenses as required. <input type="checkbox"/> Other (provide explanation): _____
Fair Return	<input type="checkbox"/> Property owner did not provide adequate information or documentation on gross income or gross expenses as required. <input type="checkbox"/> Other (provide explanation): _____
Banking	<input type="checkbox"/> I have received an annual CPI increase each year since I moved in. <input type="checkbox"/> I have not received an annual CPI increase every year (just some years) but I think the proposed banking increase is too high. <input type="checkbox"/> I moved into the current unit more than 10 years ago. My rent amount 11 years ago was \$_____/month. <input type="checkbox"/> Other (provide explanation): _____
Additional Occupant(s)	<input type="checkbox"/> The additional occupant(s) is/are a one-for-one replacement of former tenant(s) (total number of tenants does not exceed the base occupancy level). <input type="checkbox"/> The additional occupant(s) is/are family member(s) and/or caretaker/attendant(s) of an existing tenant. (See O.M.C. § 8.22.020.) <input type="checkbox"/> The person does not permanently reside in the unit. <input type="checkbox"/> Other (provide explanation): _____
Tenant Not Residing in the Unit as Principal Residence	<input type="checkbox"/> As of the date the petition is filed, I reside in the unit as my principal residence.

TENANT VERIFICATION
(Required)

COPY


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



Tenant 1 Signature

1/27/2023

Date



Tenant 2 Signature

1/27/2023

Date

REQUEST FOR OWNER DOCUMENTATION IN EXCESS OF 25 PAGES

If the property owner submitted more than 25 pages of attachments in support of their petition, the owner may have opted to not serve you with a copy of all the attachments (see if box is checked on the Property Owner Petition under "Documentation in Excess of 25 pages"). You may contact RAP to request copies of the documents (email RAP@oaklandca.gov), or you may check the box below to request that the owner provide you with copies.

- I/We request that the owner provide me/us with copies of all documents submitted in support of the Property Owner Petition.

CONSENT TO ELECTRONIC SERVICE

(Highly Recommended)

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

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

MEDIATION PROGRAM

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

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

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

Tenant Signature

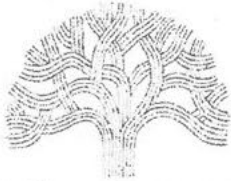
Date

INTERPRETATION SERVICES

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

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

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



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.

L23-0001

PROOF OF SERVICE

NOTE: YOU ARE REQUIRED TO SERVE A COPY OF YOUR RESPONSE (PLUS ANY ATTACHMENTS) ON THE PROPERTY OWNER PRIOR TO FILING YOUR RESPONSE WITH RAP.

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

On the following date: 01 127 2023 I served a copy of (check all that apply):

- TENANT RESPONSE TO OWNER PETITION FOR APPROVAL OF RENT INCREASE plus 2 attached pages (number of pages attached to Response not counting the Response form or PROOF OF SERVICE)
- Other: _____

by the following means (check one):

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

PERSON(S) SERVED:

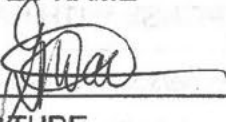
Name	Kimberly Roehn
Address	1900 N. California Blvd., Suite 800
City, State, Zip	Walnut Creek, CA 94596

Name	
Address	
City, State, Zip	

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

Deirdra Ward

PRINTED NAME



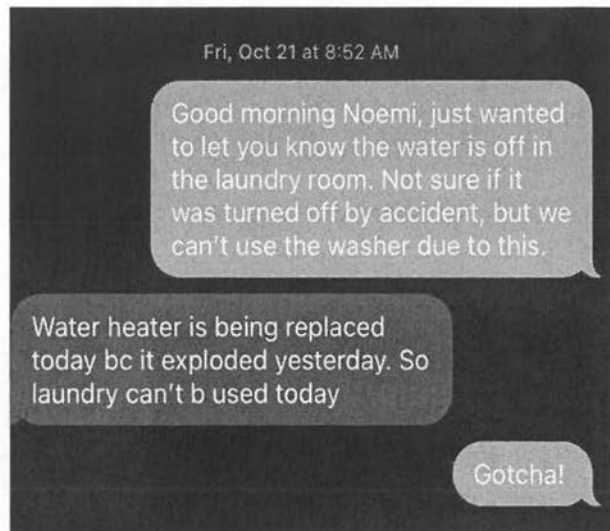
SIGNATURE

1/27/2023

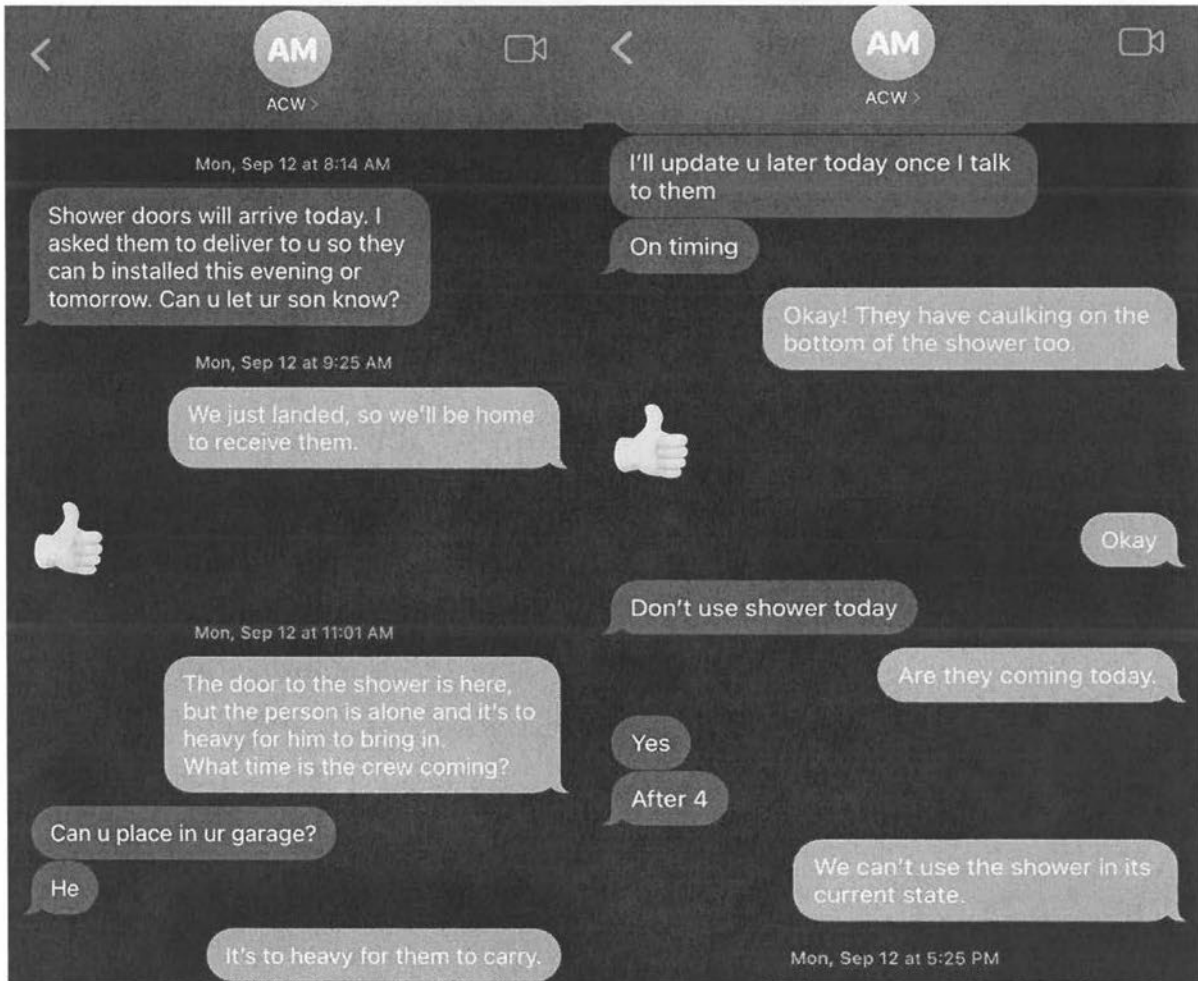
DATE SIGNED

Text on Water Heater:

CASE#: L23-0001

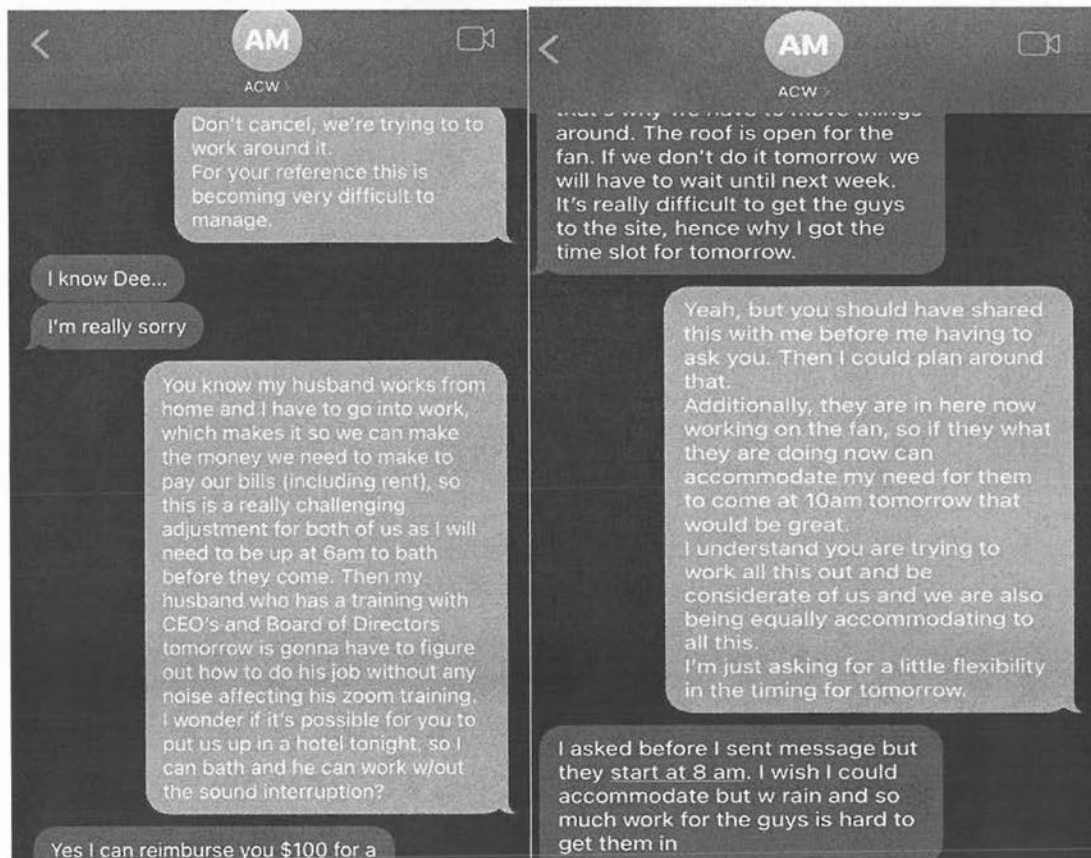
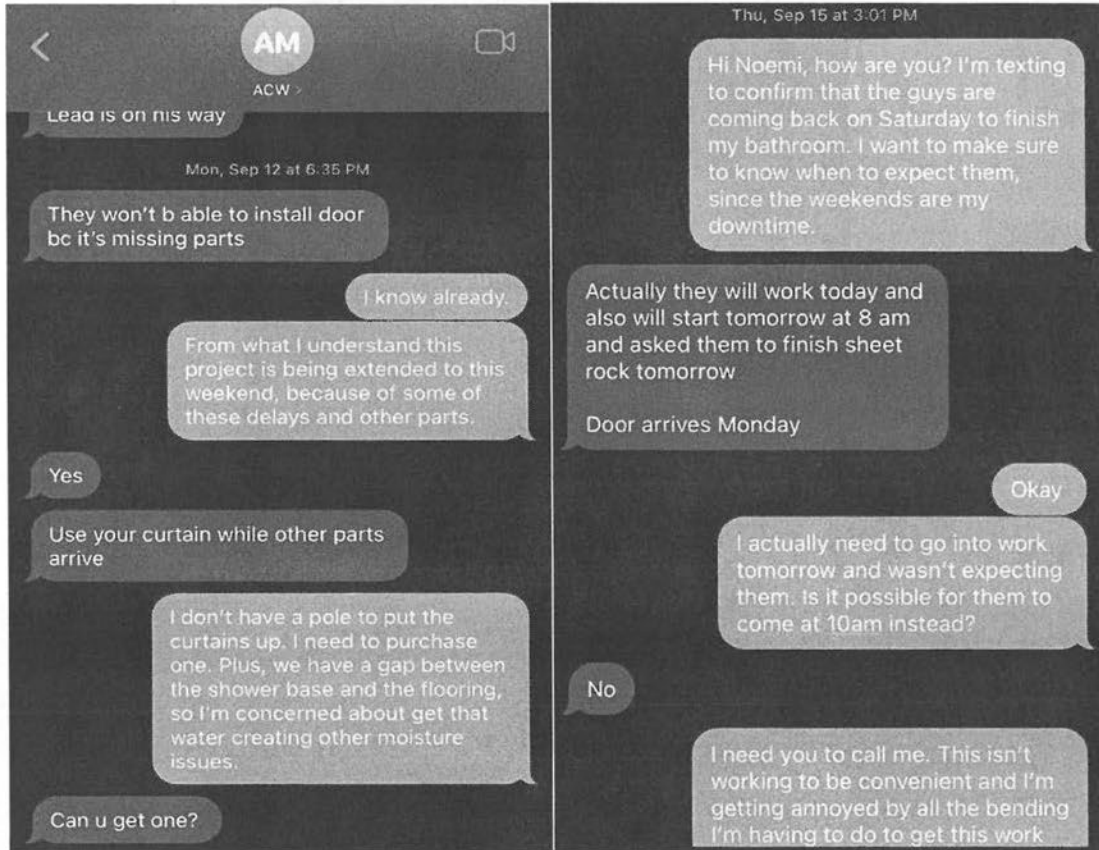


Text on Shower Repair:

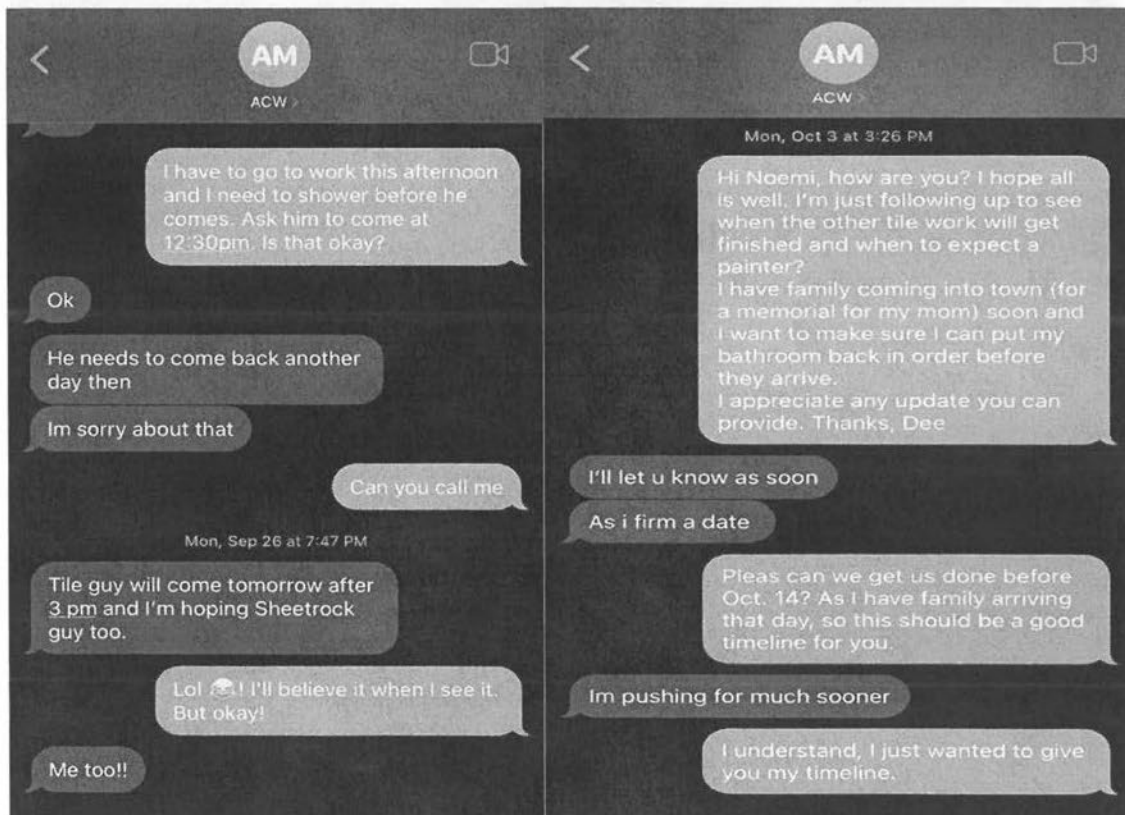
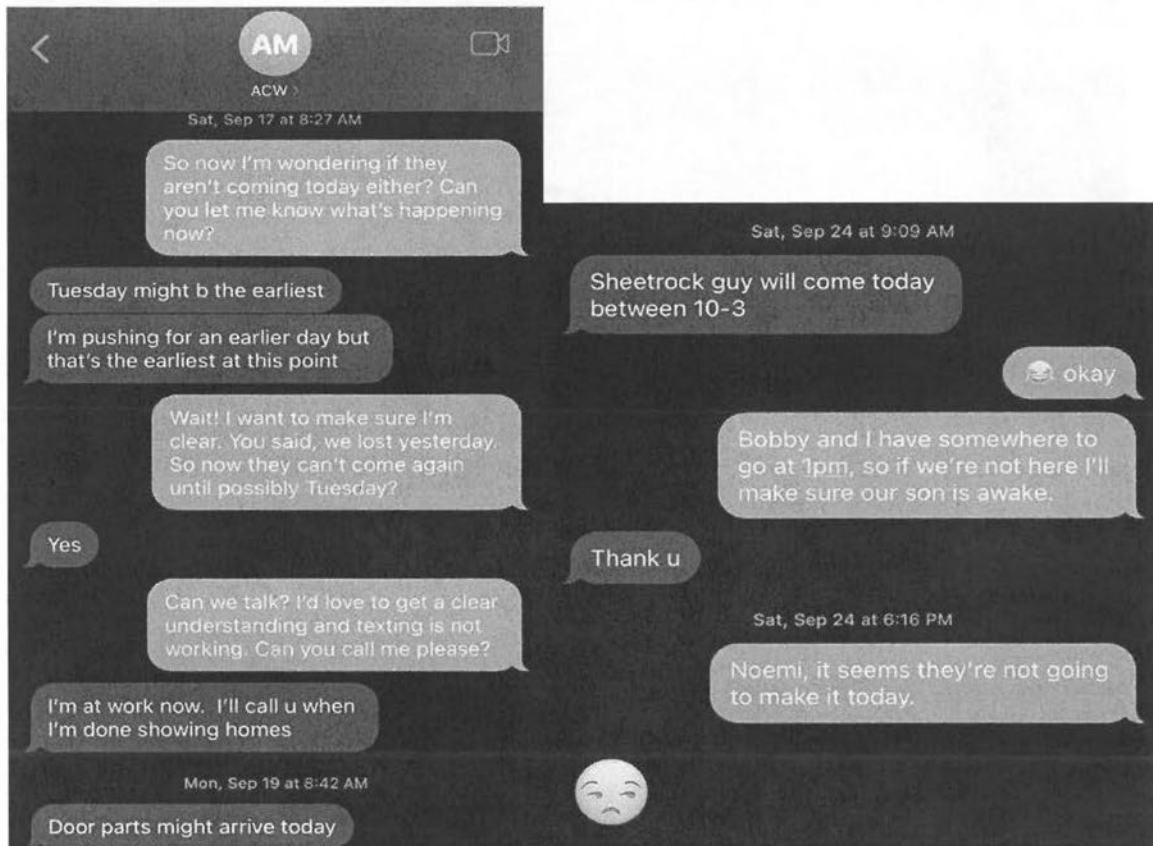


1990-800-#3240

Text on Shower Repair (cont'd):

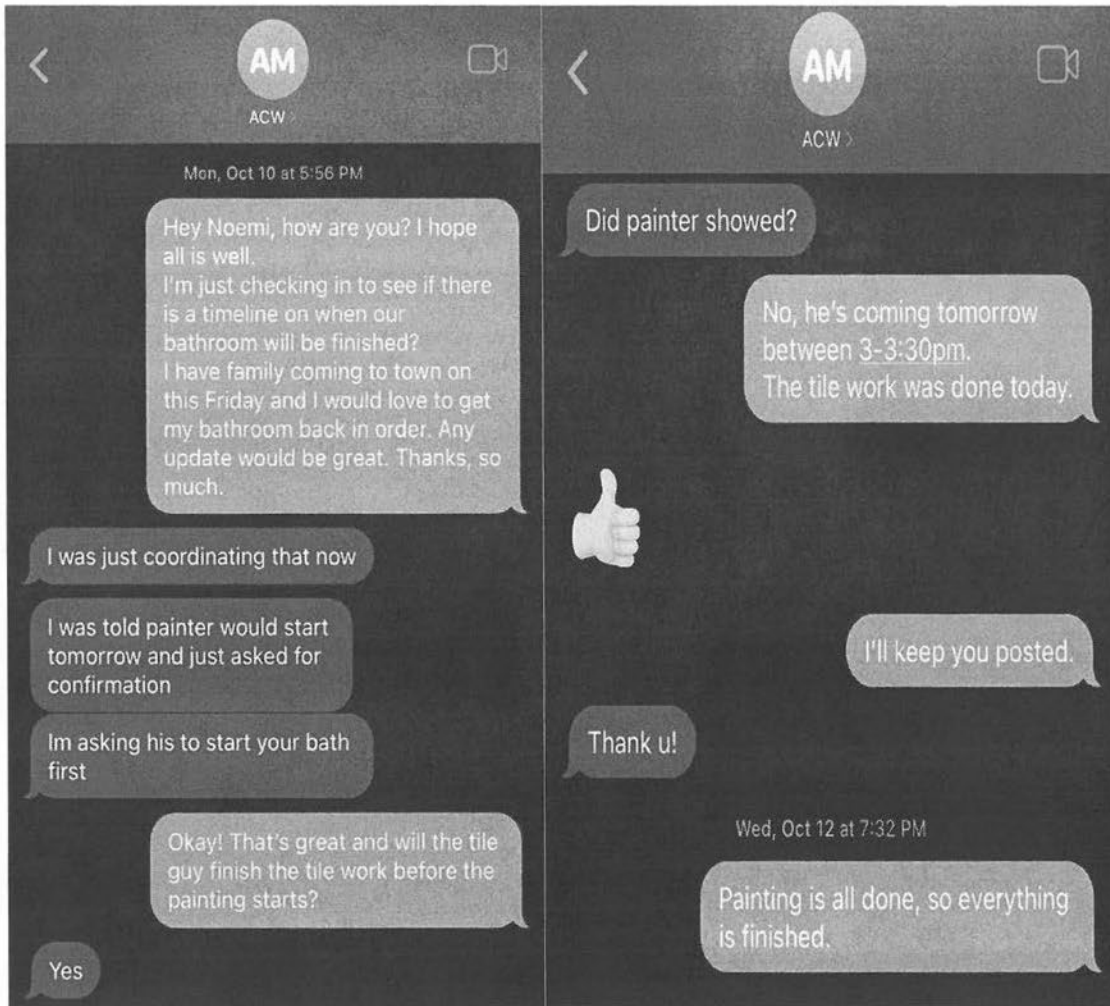


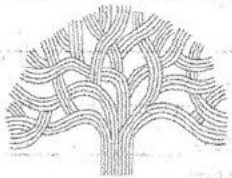
Text on Shower Repair (cont'd):



10010-551 :# 3710

Text on Shower Repair (cont'd):





CITY OF OAKLAND

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM

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

For Rent Adjustment Program date stamp.

CASE NUMBER L -

TENANT RESPONSE TO OWNER PETITION FOR APPROVAL OF RENT INCREASE

Please fill out this form as completely as you can. Use this form to respond to the Property Owner Petition for Approval of Rent Increase filed by the property owner of your rental unit. The Rent Adjustment Ordinance allows property owners to increase rents above the allowable annual CPI (Consumer Price Index) rate, based on certain justifications ("grounds"), if approved after a hearing with the Rent Adjustment Program ("RAP"). By completing this Tenant Response and submitting it in the required time for filing, you will be able to participate in the hearing. Failure to provide the required information may result in your Tenant Response being rejected or delayed. See "Important Information Regarding Filing Your Response" on the last pages of this packet for more information, including filing instructions and how to contact RAP with questions. Additional information is also available on the RAP website. **CONTACT A HOUSING COUNSELOR TO REVIEW YOUR RESPONSE BEFORE SUBMITTING.** To make an appointment email RAP@oaklandca.gov.

Tenant Rental Information

Street Number 2908 Street Name Birdsall Unit Number 2908 Oakland, CA 94619
Zip Code

Your First Name Gary Last Name Sato

Mailing Address (if different from above): 2908 Birdsall Avenue

Primary Telephone: 535 1292 Other Telephone: _____ Email: _____

Type of unit (check one):
 Single family home
 Condominium
 Apartment, room, or live-work

Are you current on your rent? Yes No*

If not current, explain why: _____

Number of units on the property: 6

(*Note: You must be current on your rent or lawfully withholding rent in order to file a response. Checking "No" without providing an adequate explanation may result in your response being excluded and limit your participation in the hearing.)

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

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

First Name GARY Last Name Sato Firm/Organization (if any) _____

Mailing Address: 2908 2908 Birdsall

Phone Number: 510 535 1292 Email: _____

RENT HISTORY

Move-in Date: 1975 Initial Rent at Move-In: \$ 600⁰⁰ Current Rent: \$ 842²⁴

When did the property owner first provide you with the City form, NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM ("RAP Notice")?

I first received the RAP Notice on (date): _____
 I was never provided with the RAP Notice
 I do not remember if I ever received the RAP Notice

List all rent increases you have received for this unit in the past five years. Enter all information requested.

Date received rent increase notice:	Date rent increase went into effect:	Amount of increase:		Received RAP Notice with notice of rent increase?	
		FROM	TO	YES	NO
(mm/dd/yy)	(mm/dd/yy)				
<u>8/17</u>	<u>8/24</u>	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>

RESPONSE TO PROPERTY OWNER PETITION

Use the space below to respond to the rent increase requested in the Owner Petition.

- To generally contest the Owner Petition, simply check the first box under the "GENERAL RESPONSE(S)" section below.
- You may also (but are not required to) raise specific defenses pertaining to the claimed rent increase justification(s) by selecting from the "SPECIFIC RESPONSES" checklist on the following page. **Note that the property owner has the burden of proving that all requirements for the requested rent increase have been met—your failure to check any of the boxes below does NOT mean that any objection you may have is waived.**

Attach additional sheets if needed to provide further explanation. You may attach any documentation supporting your position together with your Tenant Response form. For detailed information on allowable rent increases, see Appendix A of the Rent Adjustment Program Regulations or see the Rent Adjustment Ordinance. Copies of Appendix A and the Ordinance are available on the RAP website. Brief summaries of each rent increase justification are also listed on the last page of this response packet.

GENERAL RESPONSE(S)

- I wish to generally contest the requested rent increase.
- The requested increase would cause my rent to increase by more than 30% in the last five years (This response may not apply when the increase sought is based on the tenant not residing in the unit as principal residence.)
- I believe I should not have to pay the requested rent increase because the unit has been cited in an inspection report by a governmental agency as containing serious health, safety, fire, or building code violations. (Attach copy of inspection report.)
- I believe the property owner is not entitled to the proposed rent increase because: _____
- _____
- _____

SPECIFIC RESPONSES

(Optional)

NOTE: You do not have to make these claims in order for these issues to be decided by the Hearing Officer.

Justification	Tenant Response
Capital Improvements	<input checked="" type="checkbox"/> The claimed improvements do not meet the legal or factual requirements for "Capital Improvements" as set forth in Appendix A of the Rent Adjustment Program Regulations, <input type="checkbox"/> The claimed improvements were not completed by the date the Property Owner Petition was filed or were completed more than 24 months prior to the date the Petition was filed. <i>and O.M.C. § 8.22.020</i> <input type="checkbox"/> Property owner did not obtain finalized permit(s) for work that required permit(s). <input checked="" type="checkbox"/> The claimed improvements were not primarily a benefit to the tenants. <input type="checkbox"/> Other (provide explanation): _____
Uninsured Repair Costs	<input type="checkbox"/> Property owner received insurance reimbursement for claimed costs. <input type="checkbox"/> The need for some or all of the repairs was not caused by a natural disaster. <input type="checkbox"/> Other (provide explanation): _____
Increased Housing Service Costs	<input type="checkbox"/> The claimed expenses do not meet the legal or factual requirements for "Housing Service Costs" as set forth in Appendix A of the Rent Adjustment Program Regulations. <input type="checkbox"/> Property owner did not include all rental income or all expenses as required. <input type="checkbox"/> Other (provide explanation): _____
Fair Return	<input type="checkbox"/> Property owner did not provide adequate information or documentation on gross income or gross expenses as required. <input type="checkbox"/> Other (provide explanation): _____
Banking	<input type="checkbox"/> I have received an annual CPI increase each year since I moved in. <input type="checkbox"/> I have not received an annual CPI increase every year (just some years) but I think the proposed banking increase is too high. <input type="checkbox"/> I moved into the current unit more than 10 years ago. My rent amount 11 years ago was \$ _____/month. <input type="checkbox"/> Other (provide explanation): _____
Additional Occupant(s)	<input type="checkbox"/> The additional occupant(s) is/are a one-for-one replacement of former tenant(s) (total number of tenants does not exceed the base occupancy level). <input type="checkbox"/> The additional occupant(s) is/are family member(s) and/or caretaker/attendant(s) of an existing tenant. (See O.M.C. § 8.22.020.) <input type="checkbox"/> The person does not permanently reside in the unit. <input type="checkbox"/> Other (provide explanation): _____
Tenant Not Residing in the Unit as Principal Residence	<input type="checkbox"/> As of the date the petition is filed, I reside in the unit as my principal residence.

TENANT VERIFICATION

(Required)

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

Harry Duff
Tenant 1 Signature

17 Feb 23
Date

Tenant 2 Signature

Date

REQUEST FOR OWNER DOCUMENTATION IN EXCESS OF 25 PAGES

If the property owner submitted more than 25 pages of attachments in support of their petition, the owner may have opted to not serve you with a copy of all the attachments (see if box is checked on the Property Owner Petition under "Documentation in Excess of 25 pages"). You may contact RAP to request copies of the documents (email RAP@oaklandca.gov), or you may check the box below to request that the owner provide you with copies.

- I/We request that the owner provide me/us with copies of all documents submitted in support of the Property Owner Petition.

CONSENT TO ELECTRONIC SERVICE

(Highly Recommended)

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

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

MEDIATION PROGRAM

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

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

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

Tenant Signature

Date

INTERPRETATION SERVICES

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

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

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

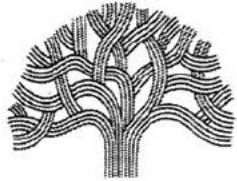
-END OF RESPONSE-

PROOF OF SERVICE

STATE OF CALIFORNIA
COUNTY OF []

Plaintiff, []
vs.
Defendant, []

Subscribed and sworn to before me on this [] day of [] 20[]
at []



CITY OF OAKLAND

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM

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

For Rent Adjustment Program date stamp.

CASE NUMBER L - _____

TENANT RESPONSE TO OWNER PETITION FOR APPROVAL OF RENT INCREASE

Please fill out this form as completely as you can. Use this form to respond to the Property Owner Petition for Approval of Rent Increase filed by the property owner of your rental unit. The Rent Adjustment Ordinance allows property owners to increase rents above the allowable annual CPI (Consumer Price Index) rate, based on certain justifications ("grounds"), if approved after a hearing with the Rent Adjustment Program ("RAP"). By completing this Tenant Response and submitting it in the required time for filing, you will be able to participate in the hearing. Failure to provide the required information may result in your Tenant Response being rejected or delayed. See "Important Information Regarding Filing Your Response" on the last pages of this packet for more information, including filing instructions and how to contact RAP with questions. Additional information is also available on the RAP website. **CONTACT A HOUSING COUNSELOR TO REVIEW YOUR RESPONSE BEFORE SUBMITTING.** To make an appointment email RAP@oaklandca.gov.

Tenant Rental Information

2900-2910 Street Number Birdsell Avenue Street Name 2900 Unit Number Oakland, CA 94619 Zip Code

Michael Your First Name Goldsfein Last Name

Mailing Address (if different from above): 2900 Birdsell Ave.

Primary Telephone: 510 910-7220 Other Telephone: _____ Email: michael@goldsftein.us

Type of unit (check one):
 Single family home
 Condominium
 Apartment, room, or live-work

Are you current on your rent? Yes No*

If not current, explain why: _____

Number of units on the property: _____

(*Note: You must be current on your rent or lawfully withholding rent in order to file a response. Checking "No" without providing an adequate explanation may result in your response being excluded and limit your participation in the hearing.)

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

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

First Name Last Name Firm/Organization (if any)

Mailing Address: _____

Phone Number: _____ Email: _____

RENT HISTORY

Move-in Date: 2/15/2018 Initial Rent at Move-In: \$ 1650 Current Rent: \$ 1681

When did the property owner first provide you with the City form, NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM ("RAP Notice")?

- I first received the RAP Notice on (date): _____
 I was never provided with the RAP Notice
 I do not remember if I ever received the RAP Notice

List all rent increases you have received for this unit in the past five years. Enter all information requested.

Date received rent increase notice: (mm/dd/yy)	Date rent increase went into effect: (mm/dd/yy)	Amount of increase:		Received RAP Notice with notice of rent increase?	
		FROM	TO	YES	NO
<u>December, 2021</u>	<u>02/01/22</u>	<u>\$ 1650</u>	<u>\$ 1681</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<u>03/01/23</u>	<u>\$ 1681</u>	<u>\$ 1732</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>

RESPONSE TO PROPERTY OWNER PETITION

Use the space below to respond to the rent increase requested in the Owner Petition.

- To generally contest the Owner Petition, simply check the first box under the "GENERAL RESPONSE(S)" section below.
- You may also (but are not required to) raise specific defenses pertaining to the claimed rent increase justification(s) by selecting from the "SPECIFIC RESPONSES" checklist on the following page. **Note that the property owner has the burden of proving that all requirements for the requested rent increase have been met—your failure to check any of the boxes below does NOT mean that any objection you may have is waived.**

Attach additional sheets if needed to provide further explanation. You may attach any documentation supporting your position together with your Tenant Response form. For detailed information on allowable rent increases, see Appendix A of the Rent Adjustment Program Regulations or see the Rent Adjustment Ordinance. Copies of Appendix A and the Ordinance are available on the RAP website. Brief summaries of each rent increase justification are also listed on the last page of this response packet.

GENERAL RESPONSE(S)

- I wish to generally contest the requested rent increase.
- The requested increase would cause my rent to increase by more than 30% in the last five years (This response may not apply when the increase sought is based on the tenant not residing in the unit as principal residence.)
- I believe I should not have to pay the requested rent increase because the unit has been cited in an inspection report by a governmental agency as containing serious health, safety, fire, or building code violations. (Attach copy of inspection report.)
- I believe the property owner is not entitled to the proposed rent increase because: _____
- _____
- _____

SPECIFIC RESPONSES

(Optional)


NOTE: You do not have to make these claims in order for these issues to be decided by the Hearing Officer.

Justification	Tenant Response
Capital Improvements	<input checked="" type="checkbox"/> The claimed improvements do not meet the legal or factual requirements for "Capital Improvements" as set forth in Appendix A of the Rent Adjustment Program Regulations, <i>and O.M.C. § 8.22.020</i> <input type="checkbox"/> The claimed improvements were not completed by the date the Property Owner Petition was filed or were completed more than 24 months prior to the date the Petition was filed. <input type="checkbox"/> Property owner did not obtain finaled permit(s) for work that required permit(s). <input checked="" type="checkbox"/> The claimed improvements were not primarily a benefit to the tenants. <input type="checkbox"/> Other (provide explanation): _____
Uninsured Repair Costs	<input type="checkbox"/> Property owner received insurance reimbursement for claimed costs. <input type="checkbox"/> The need for some or all of the repairs was not caused by a natural disaster. <input type="checkbox"/> Other (provide explanation): _____
Increased Housing Service Costs	<input type="checkbox"/> The claimed expenses do not meet the legal or factual requirements for "Housing Service Costs" as set forth in Appendix A of the Rent Adjustment Program Regulations. <input type="checkbox"/> Property owner did not include all rental income or all expenses as required. <input type="checkbox"/> Other (provide explanation): _____
Fair Return	<input type="checkbox"/> Property owner did not provide adequate information or documentation on gross income or gross expenses as required. <input type="checkbox"/> Other (provide explanation): _____
Banking	<input type="checkbox"/> I have received an annual CPI increase each year since I moved in. <input type="checkbox"/> I have not received an annual CPI increase every year (just some years) but I think the proposed banking increase is too high. <input type="checkbox"/> I moved into the current unit more than 10 years ago. My rent amount 11 years ago was \$_____/month. <input type="checkbox"/> Other (provide explanation): _____
Additional Occupant(s)	<input type="checkbox"/> The additional occupant(s) is/are a one-for-one replacement of former tenant(s) (total number of tenants does not exceed the base occupancy level). <input type="checkbox"/> The additional occupant(s) is/are family member(s) and/or caretaker/attendant(s) of an existing tenant. (See O.M.C. § 8.22.020.) <input type="checkbox"/> The person does not permanently reside in the unit. <input type="checkbox"/> Other (provide explanation): _____
Tenant Not Residing in the Unit as Principal Residence	<input type="checkbox"/> As of the date the petition is filed, I reside in the unit as my principal residence.

TENANT VERIFICATION

(Required)

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



Tenant 1 Signature

2/17/2023

Date

Tenant 2 Signature

Date

REQUEST FOR OWNER DOCUMENTATION IN EXCESS OF 25 PAGES

If the property owner submitted more than 25 pages of attachments in support of their petition, the owner may have opted to not serve you with a copy of all the attachments (see if box is checked on the Property Owner Petition under "Documentation in Excess of 25 pages"). You may contact RAP to request copies of the documents (email RAP@oaklandca.gov), or you may check the box below to request that the owner provide you with copies.

- I/We request that the owner provide me/us with copies of all documents submitted in support of the Property Owner Petition.

CONSENT TO ELECTRONIC SERVICE

(Highly Recommended)

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

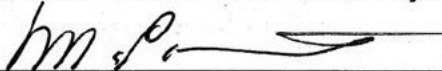
- I/We consent to receiving notices and documents in this matter from the RAP and from the OTHER PARTY/IES electronically at the email address(es) provided in this response.

MEDIATION PROGRAM

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

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

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



Tenant Signature

2/17/2023

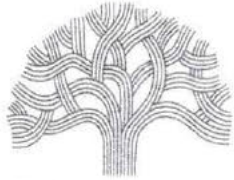
Date

INTERPRETATION SERVICES

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

- I request an interpreter fluent in the following language at my Rent Adjustment proceeding:
- Spanish (Español)
 - Cantonese (廣東話)
 - Mandarin (普通话)
 - Other: _____

-END OF RESPONSE-



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

For Rent Adjustment Program date stamp.

RECEIVED

FEB 21 2023

OAKLAND RENT
ADJUSTMENT PROGRAM

CASE NUMBER L 23-0001

TENANT RESPONSE TO OWNER PETITION FOR APPROVAL OF RENT INCREASE

Please fill out this form as completely as you can. Use this form to respond to the Property Owner Petition for Approval of Rent Increase filed by the property owner of your rental unit. The Rent Adjustment Ordinance allows property owners to increase rents above the allowable annual CPI (Consumer Price Index) rate, based on certain justifications ("grounds"), if approved after a hearing with the Rent Adjustment Program ("RAP"). By completing this Tenant Response and submitting it in the required time for filing, you will be able to participate in the hearing. Failure to provide the required information may result in your Tenant Response being rejected or delayed. See "Important Information Regarding Filing Your Response" on the last pages of this packet for more information, including filing instructions and how to contact RAP with questions. Additional information is also available on the RAP website. **CONTACT A HOUSING COUNSELOR TO REVIEW YOUR RESPONSE BEFORE SUBMITTING.** To make an appointment email RAP@oaklandca.gov.

Tenant Rental Information			
<u>2902</u> Street Number	<u>Birdsall Avenue</u> Street Name	<u>2902</u> Unit Number	Oakland, CA <u>94619</u> Zip Code
<u>Joel</u> Your First Name		<u>Bernhardt</u> Last Name	
Mailing Address (if different from above): _____			
Primary Telephone: _____		Other Telephone: _____	
		Email: <u>Elivernard@AOL.com</u>	
Type of unit (check one):	<input type="checkbox"/> Single family home <input type="checkbox"/> Condominium <input checked="" type="checkbox"/> Apartment, room, or live-work	Are you current on your rent? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No*	
Number of units on the property: _____		If not current, explain why: _____	
(*Note: You must be current on your rent or lawfully withholding rent in order to file a response. Checking "No" without providing an adequate explanation may result in your response being excluded and limit your participation in the hearing.)			
Case number(s) of any relevant prior Rent Adjustment case(s): _____			
Tenant Representative: (Check one) <input type="checkbox"/> No Representative <input type="checkbox"/> Attorney <input type="checkbox"/> Non-Attorney			
_____ First Name		_____ Last Name	
_____ Mailing Address:			
_____ Phone Number:		_____ Email:	

RENT HISTORY

Move-in Date: 6/1/99 Initial Rent at Move-In: \$ 635.00 Current Rent: \$ 968.24
 When did the property owner first provide you with the City form, NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM ("RAP Notice")?
 I first received the RAP Notice on (date): 4/16/23
 I was never provided with the RAP Notice
 I do not remember if I ever received the RAP Notice

List all rent increases you have received for this unit in the past five years. Enter all information requested.

Date received rent increase notice: (mm/dd/yy)	Date rent increase went into effect: (mm/dd/yy)	Amount of increase:		Received RAP Notice with notice of rent increase?	
		FROM	TO	YES	NO
<u>2022</u>	<u>2/1/22</u>	\$ <u>950.19</u>	\$ <u>968.24</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>

RESPONSE TO PROPERTY OWNER PETITION

Use the space below to respond to the rent increase requested in the Owner Petition.

- To generally contest the Owner Petition, simply check the first box under the "GENERAL RESPONSE(S)" section below.
- You may also (but are not required to) raise specific defenses pertaining to the claimed rent increase justification(s) by selecting from the "SPECIFIC RESPONSES" checklist on the following page. **Note that the property owner has the burden of proving that all requirements for the requested rent increase have been met—your failure to check any of the boxes below does NOT mean that any objection you may have is waived.**

Attach additional sheets if needed to provide further explanation. You may attach any documentation supporting your position together with your Tenant Response form. For detailed information on allowable rent increases, see Appendix A of the Rent Adjustment Program Regulations or see the Rent Adjustment Ordinance. Copies of Appendix A and the Ordinance are available on the RAP website. Brief summaries of each rent increase justification are also listed on the last page of this response packet.

GENERAL RESPONSE(S)

- I wish to generally contest the requested rent increase.
- The requested increase would cause my rent to increase by more than 30% in the last five years (This response may not apply when the increase sought is based on the tenant not residing in the unit as principal residence.)
- I believe I should not have to pay the requested rent increase because the unit has been cited in an inspection report by a governmental agency as containing serious health, safety, fire, or building code violations. (Attach copy of inspection report.)
- I believe the property owner is not entitled to the proposed rent increase because: _____

SPECIFIC RESPONSES

(Optional)

NOTE: You do not have to make these claims in order for these issues to be decided by the Hearing Officer.

Justification	Tenant Response
Capital Improvements	<input type="checkbox"/> The claimed improvements do not meet the legal or factual requirements for "Capital Improvements" as set forth in Appendix A of the Rent Adjustment Program Regulations. <input type="checkbox"/> The claimed improvements were not completed by the date the Property Owner Petition was filed or were completed more than 24 months prior to the date the Petition was filed. <input type="checkbox"/> Property owner did not obtain finalized permit(s) for work that required permit(s). <input type="checkbox"/> The claimed improvements were not primarily a benefit to the tenants. <input type="checkbox"/> Other (provide explanation): _____
Uninsured Repair Costs	<input type="checkbox"/> Property owner received insurance reimbursement for claimed costs. <input type="checkbox"/> The need for some or all of the repairs was not caused by a natural disaster. <input type="checkbox"/> Other (provide explanation): _____
Increased Housing Service Costs	<input type="checkbox"/> The claimed expenses do not meet the legal or factual requirements for "Housing Service Costs" as set forth in Appendix A of the Rent Adjustment Program Regulations. <input type="checkbox"/> Property owner did not include all rental income or all expenses as required. <input type="checkbox"/> Other (provide explanation): _____
Fair Return	<input type="checkbox"/> Property owner did not provide adequate information or documentation on gross income or gross expenses as required. <input type="checkbox"/> Other (provide explanation): _____
Banking	<input type="checkbox"/> I have received an annual CPI increase each year since I moved in. <input type="checkbox"/> I have not received an annual CPI increase every year (just some years) but I think the proposed banking increase is too high. <input type="checkbox"/> I moved into the current unit more than 10 years ago. My rent amount 11 years ago was \$_____/month. <input type="checkbox"/> Other (provide explanation): _____
Additional Occupant(s)	<input type="checkbox"/> The additional occupant(s) is/are a one-for-one replacement of former tenant(s) (total number of tenants does not exceed the base occupancy level). <input type="checkbox"/> The additional occupant(s) is/are family member(s) and/or caretaker/attendant(s) of an existing tenant. (See O.M.C. § 8.22.020.) <input type="checkbox"/> The person does not permanently reside in the unit. <input type="checkbox"/> Other (provide explanation): _____
Tenant Not Residing in the Unit as Principal Residence	<input type="checkbox"/> As of the date the petition is filed, I reside in the unit as my principal residence.

TENANT VERIFICATION

(Required)

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



Tenant 1 Signature



Date

Tenant 2 Signature

Date

REQUEST FOR OWNER DOCUMENTATION IN EXCESS OF 25 PAGES

If the property owner submitted more than 25 pages of attachments in support of their petition, the owner may have opted to not serve you with a copy of all the attachments (see if box is checked on the Property Owner Petition under "Documentation in Excess of 25 pages"). You may contact RAP to request copies of the documents (email RAP@oaklandca.gov), or you may check the box below to request that the owner provide you with copies.

- I/We request that the owner provide me/us with copies of all documents submitted in support of the Property Owner Petition.

CONSENT TO ELECTRONIC SERVICE

(Highly Recommended)

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

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

MEDIATION PROGRAM

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

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

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

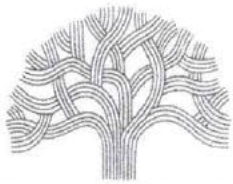
Tenant Signature

Date

INTERPRETATION SERVICES

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

- I request an interpreter fluent in the following language at my Rent Adjustment proceeding:
- Spanish (Español)
 - Cantonese (廣東話)
 - Mandarin (普通话)
 - Other: _____



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

For Rent Adjustment Program date stamp.

RECEIVED

FEB 21 2023

OAKLAND RENT
ADJUSTMENT PROGRAM

PROOF OF SERVICE

NOTE: YOU ARE REQUIRED TO SERVE A COPY OF YOUR RESPONSE (PLUS ANY ATTACHMENTS) ON THE PROPERTY OWNER PRIOR TO FILING YOUR RESPONSE WITH RAP.

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

On the following date: 2/16/23 I served a copy of (check all that apply):

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

Other: _____

by the following means (check one):

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

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

PERSON(S) SERVED:

Name	Noemi Ruelas
Address	161 South San Antonio Road
City, State, Zip	Los Altos, CA 94022

Name	AP- Kimberly Roehn Kimberly Roehn, Roehn Law Offices, LLP
Address	1990 N. California Blvd, Ste 800
City, State, Zip	Walnut Creek, CA 94596

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

Joel Bernhardt

PRINTED NAME

Joel Bernhardt

SIGNATURE

2/16/23
DATE SIGNED

**Michael Goldstein's Tenant Response to Owner Petition, Case #L23-0001:
Additional Document, Declaration**

I submit that none of the five pieces of work claimed as building-wide capital improvements eligible for partial pass-through to the residents are such improvements. The sewer work may have benefited petitioner but not us and may have been a correction of a code violation or deferred maintenance; an unnecessary and inferior paint job and unneeded landscaping changes are only detriments to our living environment; petitioner is already having us reimburse her for the laundry-appliance upgrades by doubling the prices of using them; and replacing a water heater that failed was not an "improvement."

This document contains statements of fact, photographic evidence, and argument. The factual statements are attested to by a declaration under penalty of perjury at the end of the document, and the photographs are authenticated there.

1. Sewer Laterals

I am in frequent communication with my neighbors on this property, and when our new landlady initiated work here, our speculations as to her reasons for doing so typically generated conversations. I heard only puzzlement regarding the sewer lines; none of us expressed having had a plumbing problem. There was no noticeable change in how the drains in the fixtures in my apartment functioned after the laterals were replaced.

I have been told that the work on these was required to bring the existing sewer laterals up to code when she bought the property in 2020. However, petitioner has the burden of proving that the work "adapt[ed] . . . [the property] to new building codes (O.M.C. § 8.22.020, def. of *capital improvement*;* Regulations, Appendix A, § 10.2), which I think was not the case.

As to another requirement for a capital improvement, i.e., "primarily benefit[ing] the tenant rather than the owner" (ibid.), evidently the landlady needed to undertake the work to consummate her new investment in the property, a fact she apparently knew when she decided to buy the building we live in. The residents have obtained no benefit that I can perceive.

I ask the Board to also consider:

- whether this was a matter of deferred maintenance (O.M.C. § 22.020), as well as

*Wherever this section of the municipal code is cited below, the reference is also to the definition of *capital improvements*.

- the likelihood that the need for the work, initiated within months of petitioner’s purchasing the property, was reflected in the price she negotiated with the seller. (I recall petitioner somewhat ruefully telling me after the purchase that she was well aware of “all” the work the property needed.)

2. Exterior Paint

The largest item claimed is a \$17,250 paint job performed by Mr. Israel Ruelas.

The photo below shows what the building looked like before repainting.



Here is its appearance after:



The lack of any evident need for repainting generated considerable curiosity and speculation among those of us living here. My theory was that petitioner was hoping to “flip” the building and thought her new color scheme made it more attractive. Others had other guesses. In any event, this is simply a matter of taste and did not primarily benefit us rather than the owner.

Several aspects of the change are a detriment to us by making the home in which we live (and entertain visitors) look somewhat run down. The painter gave everything one spray-painted coat, in a color contrasting with that of the previous layer. The paint quickly started blistering and peeling, so that steps and parts of the walkways now look like this:



Another view, showing more of the same set of steps:



Another exterior set of steps:



Admittedly the steps and walkways would have benefited, as a matter of maintenance, from an appropriate paint job. While not rapidly flaking off as the new coat is, some of the previous one had worn away over the years and there was a small difference in color between it and paint underneath it. But that cosmetic problem was not nearly as pronounced as the one created by the alleged “improvement.”

Though less dramatic, the same thing is happening with handrails along the steps and elevated walkways:



Finally, where operation of the garage doors causes slight friction against painted surfaces, the former exterior coat shows through, creating a scuffed look:



In sum, we are now getting less value for our rent money, not more, because of the painting, and the situation will continue to deteriorate. We should not have to pay for that. An exception is the interior garage space on the south side of the building, which needed painting and now looks better. But I submit that this is “normal routine maintenance[, which is] . . . not a capital improvement cost. . .” (Regs., App. A, § 10.2.2, ¶ 4.3) and benefits the landlady and the residents equally.

Contrary to O.M.C. § 8.22.020, the regulations (App. A, § 10.2.2, ¶ 1) seem to make “the complete painting of the exterior of a building” automatically eligible capital improvement costs, regardless of the Code’s requirements. Such an interpretation would seem to be legislatively unauthorized; unfair where—as may well have been the case here before rising interest rates changed market conditions—the painting was done solely in an attempt to make the property more marketable, not to serve tenants; and a denial of due process of law.

3. Double Reimbursement for Washing Machine

Petitioner’s predecessor provide common-use coin laundry facilities, at a below-laundromat rate. The availability of this amenity was part of what I bargained for when I decided to move here over five years ago and have been paying rent for since, and it is petitioner’s obligation under ¶ 1.C of my lease.

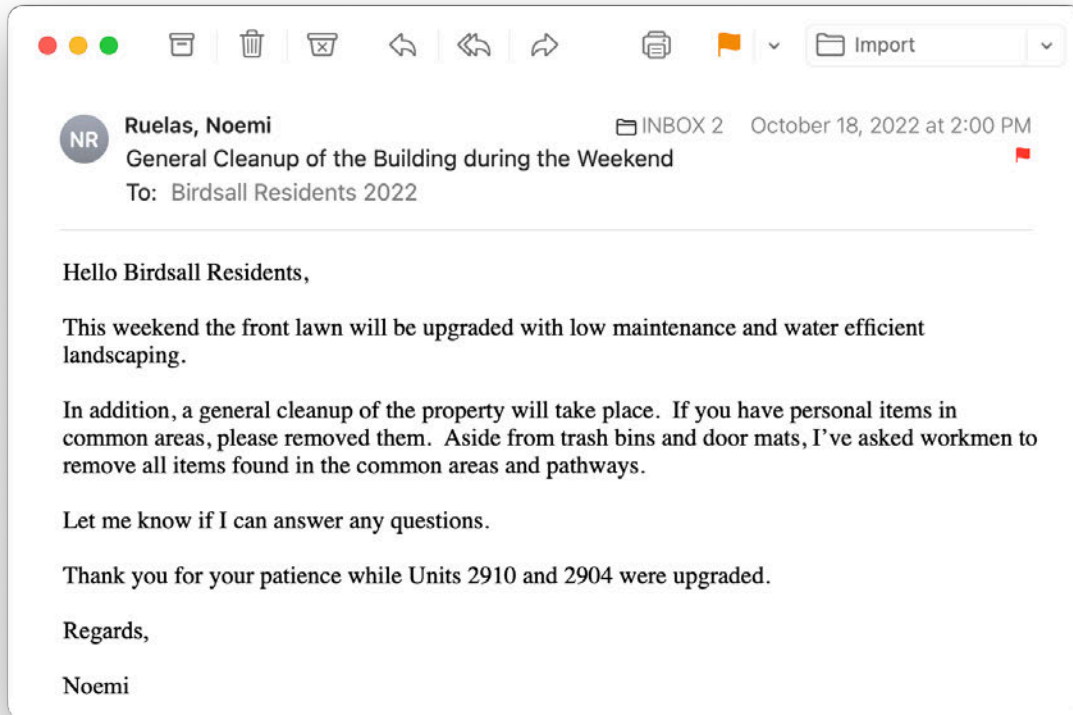
Some time after petitioner bought the property, the agitator in the washing machine was badly damaged, so I submit that her cost was partly repair and maintenance. However, petitioner replaced the washing machine with one having a larger capacity, so I concede that it was largely an upgrade as well. A few months later she added modules to both the washer and the dryer that allowed us to pay via an application on our phones. This saved us from having to go to our banks for rolls of quarters, and saved her from emptying the coin boxes as frequently—a benefit to both landlady and tenant.

However, she is already being recompensed for her costs. She raised the price of a washer load when replacing the device, and later of both machines when adding the payment modules. The original cost for putting a load through washer and dryer was \$2.25. It is now double that, \$4.50. Petitioner is seeking $\$3.21 + \$.51 = \$3.72$ in monthly rent increases for the two upgrades. Unlike others here, I live alone and do only about one load per week, or 4.4 loads per month. Thus even I am paying \$11 per month more already. Petitioner will not, of course, reduce this at the end of an amortization period.

Petitioner is not entitled to pass through “costs for which a landlord is reimbursed.” (O.M.C. § 8.22.020.) I trust that this attempt to double-dip was unintentional, but it should nevertheless be denied.

4. Downgraded Landscaping

Like the painting, petitioner changed the landscaping for her own reasons, and to the detriment of myself and the other residents:



Lower maintenance and water use are legitimate interests. However, I work from home and see what is going on in the courtyard. For years I never saw anyone water the thriving, attractive hedge-like shrubs which petitioner removed. (After ending the services of the gardeners who trimmed them—she did briefly employ a person who watered them once or twice a month.)

Below are before and after photos included previously, cropped and sized to show the landscape changes better. Clearly petitioner saved herself the maintenance costs of occasionally having the shrubs trimmed. This benefitted her, not those of us who signed leases and moved to a place with a courtyard more attractive than it is now.

Moreover, by terminating the previous gardening service, petitioner has allowed grasses and weeds to grow wildly in the areas between the plants that belong in the courtyard. These areas, covered with what appear to be red volcanic cinders, were previously kept clear and attractive. (The third photo below shows a not-yet-overgrown area, which is what the entire courtyard looked like before petitioner cut her gardening costs. The remainder show different areas as they are now.) This failure to continue maintenance included

in petitioner's obligations under my lease (§ 11.C) would be an offset to her eligible landscaping capital improvements, if there were any such eligible improvements.





The spikey plants right of center and upper right in the photo above are not weeds; they are part of the work for which the petition seeks reimbursement.













5. Replacement Water Heater

I am informed and believe that when another resident contacted petitioner to report that the washing machine was not working, the latter responded that the water heater dedicated for the laundry room had “exploded.” Later I received petitioner’s statement—I cannot recall whether verbally or by electronic means—that the door to the area where the old water heater had been was being left off for a time because the space needed to dry out. I observed damaged walls in there.

Petitioner did have a new water heater installed. I cannot see how replacing a failed component of the system that allowed the laundry facilities to be operational in the exact way it was before is a capital improvement, rather than a repair or maintenance.

Declaration Under Penalty of Perjury

I, Michael P. Goldstein, declare the following under penalty of perjury.

1. The statements of physical or historical fact (as opposed to legal contentions) in the preceding are true to the best of my knowledge.
2. The “before” photograph of the building and landscaping is one I found on one of the common real estate websites and accurately represents the appearance of the property before painting and landscaping, as I recall it.
3. I took the remaining photos March 4, 2023, and they accurately represent what they purport to depict.
4. The image of an email regarding petitioner’s landscaping plans is a screen shot I took of an email I received from her.

Executed at Oakland, California, March 6, 2023.





CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

For Rent Adjustment Program date stamp.

PROOF OF SERVICE

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

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

On the following date: 03 / 06 / 2023 I served a copy of (check all that apply):

- TENANT PETITION plus _____ attached pages (number of pages attached to Petition not counting the Petition form, NOTICE TO PROPERTY OWNER OF TENANT PETITION, or PROOF OF SERVICE)
- NOTICE TO PROPERTY OWNER OF TENANT PETITION
- Other: Tenant response to owner petition, plus 17-page additional document

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	Kimberly Roehn
Address	1990 N. California Blvd., Suite 800
City, State, Zip	Walnut Creek, CA 94596

Name	
Address	
City, State, Zip	

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

Michael P. Goldstein

PRINTED NAME



SIGNATURE

March 6, 2023

DATE SIGNED

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

HEARING DECISION

CASE NUMBER: L23-0001

CASE NAME: Ruelas v. Tenants

PROPERTY ADDRESSES: 2900, 2902, 2906, 2908, and 2910 Birdsall Avenue

DATES OF HEARING: March 13, 2023
April 3, 2023
April 17, 2023

DATE OF DECISION: May 16, 2023

APPEARANCES: Noemi Ruelas, Owner
Kimberly (Kim) Roehn, Owner Representative
Michael Goldstein, Tenant (Unit 2900)
Joel Bernhardt, Tenant (Unit 2902)
Deirdra (Dee) Ward, Tenant (Unit 2910)
Bobby Ward, Tenant (Unit 2910)

SUMMARY OF DECISION

The property owner's petition is dismissed.

PROCEDURAL HISTORY

The owner filed a *Property Owner Petition for Approval of Rent Increase (Petition)* on January 13, 2023, seeking approval to increase the rent on the subject property, a six-unit residential building, based on building-wide capital improvement projects as well as unit-specific capital improvement work. The owner alleged that the building-wide capital improvements totaled \$34,263.44 for: sewer lateral, exterior paint (and related), washing machine (parts and labor), landscaping, and water heater. The owner also alleged that the unit specific capital improvements totaled: \$1,834.35 for Unit 2902, \$1,326.71 for Unit 2906, \$200.00 for Unit 2908, and \$12,166.69 for Unit 2910.

The *Petition* named six (6) tenants in five (5) of the six (6) units in the building. Each unit had a separate address: 2900, 2902, 2906, 2908, and 2910 Birdsall Avenue. Unit 2904 was listed as vacant. The owner testified that a new tenant moved into 2904 Birdsall Avenue on November 6, 2022. Owner Representative Roehn stated that Unit 2904 is not subject to any of the rent increases the owner was petitioning for, and that the tenant in Unit 2906 has moved out and is also not subject to the *Petition*.

The Tenants in Units 2900, 2902, 2908, and 2910 filed timely *Tenant Responses to Owner Petition for Approval of Rent Increase (Responses)*.

THE ISSUES

1. When, if ever, was the tenant in each affected covered unit served written notice of the *Notice to Tenants of the Residential Rent Adjustment Program (RAP Notice)* prior to the petition being filed?
2. Is the owner entitled to a capital improvement rent increase and, if so, in what amount?

EVIDENCE

RAP Notice

Owner Ruelas testified under oath that she purchased the property in 2020, and that she first served the *RAP Notice* in only English to all of the tenants in November 2021. The owner testified that she did not serve the *RAP Notice* in Spanish or Chinese to any of the tenants. Owner Ruelas further testified that she has records that the previous owner provided the *RAP Notice* in only English at the beginning of the year in 2018. The last rent increase for each affected unit was on March 1, 2023.

Unit 2900

Tenant Goldstein moved into Unit 2900 on February 15, 2018. He testified that, prior to the current owner's purchase of the property, he received the *RAP Notice* in only English when he signed his lease. The tenant did not testify about subsequent rent increases by the prior owners. He further testified that he does not think he received the *RAP Notice* in Spanish or Chinese from any prior property owners.

Unit 2902

Tenant Bernhardt moved into Unit 2902 in June 1999. He testified that he first received the *RAP Notice* in only English at the commencement of his tenancy, and then received it again (in English only) with subsequent rent increases. The tenant testified that he received the *RAP Notice* in three languages with the *Notice of Tenants of Property Owner Petition*.

Unit 2908

The *Petition* states the tenant for Unit 2908 moved in on January 1, 2003. On the *Response*, the tenant hand wrote “1975” in the blank marked Move-in Date and left blank the questions of “When did the property owner first provide you with the City form, . . . (“RAP Notice”)?” and “Received RAP Notice with notice of rent increase?” The tenant for Unit 2908 did not appear for the Hearing.

Unit 2910

Tenants Dee and Bobby Ward moved into Unit 2910 on November 5, 2005. Tenant Dee Ward testified that she first received the *RAP Notice*, in only English, a year after she moved in, and then received it again (in English only) with subsequent rent increases.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

When, if ever, was the tenant in each affected covered unit served written notice of the Notice to Tenants of the Residential Rent Adjustment Program (RAP Notice) prior to the petition being filed?

The Rent Adjustment Ordinance (Ordinance) requires an owner to serve the *RAP Notice* in three languages: English, Spanish, and Chinese at the start of a tenancy¹ and together with any notice of rent increase or change in the terms of a tenancy.² 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, 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 The Owner has the burden of proving service of the *RAP Notice*. Additionally, an *Owner Petition* cannot be considered filed until the owner has produced evidence of having served each affected tenant with the *RAP Notices* prior to filing the petition.⁴

The requirement to provide the initial *RAP Notice* in three languages (English, Spanish, and Chinese) took effect on September 21, 2016, and only applies to new tenancies that commenced on or after that date,⁵ or to tenancies that commenced before September 21, 2016, where the tenants were never served the *RAP Notice*. There was a one-year grace period, until September 21, 2017, for owners to comply with the new notice regulation.⁶

¹ Oakland Mun. Code (O.M.C.), § 8.22.060 (A). Rent Adjustment Program Regulations § 8.22.060 (A).

² O.M.C., § 8.22.070 (H)(1).

³ O.M.C., § 8.22.090 (B).

⁴ O.M.C., § 8.22.060 (C) “An owner may cure the failure to give the notice at the commencement of a tenancy required by this section . . . 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.**” O.M.C., § 8.22.090 (B)(1)(c)

⁵ Rent Adjustment Program Regulations § 8.22.060 (A)(1).

⁶ Rent Adjustment Program Regulations § 8.22.060 (A)(3).

In testifying about the RAP Notice issue, the owner testified with a sincere and truthful affect. During moments of testimony, the owner stated she could not recall the exact dates the *RAP Notice* was provided to the tenants and used her records and *Petition* to refresh her recollection. Once she reviewed her documents, she confidently testified about what she had done and what the records from the previous owner included. The Hearing Officer found the owner's testimony to be credible regarding the RAP Notice issue. Besides Tenant Bernhardt's testimony, the other tenants testimony regarding the RAP Notice issue did not contradict the owner's testimony. Based on the Hearing Officer's conclusions, the following facts were established about the RAP Notice.

The tenants in Units 2902 and 2910 moved in and received the *RAP Notice* in English before September 21, 2016. They were "grandfathered" into the prior notice requirement of providing the *RAP Notice* in only English.

The owner testified that the tenant in Unit 2908, who moved into the unit prior to the key date of September 21, 2016,⁷ received a *RAP Notice* in English from the prior owner in 2018. The owner has not met her burden of proving that Unit 2908 received either a *RAP Notice* in English before September 21, 2017, or a *RAP Notice* in all three languages after that date.

Unit 2900's tenancy started on February 15, 2018, which is after September 21, 2016, and therefore subject to the requirement that the initial *RAP Notices* were to be provided in three languages. The tenant was given the *RAP Notice* in only English and was never served the *RAP Notice* in Spanish and Chinese. The owner failed to serve the *RAP Notice* in any language other than English.

Accordingly, the service of the RAP Notice on the tenants in Units 2900 and 2908 are defective. Therefore, the owner has not met the filing requirement of establishing that the tenants in all of the affected covered units were served the proper *RAP Notices*, either at the commencement of their tenancy or at least six (6) months prior to the filing of the instant petition.⁸ The owner does not meet the requirements to file a petition with the Rent Adjustment Program. Therefore, no other issues can be reached, and the owner's petition is hereby dismissed.

ORDER


1. Petition L23-0001 is dismissed.
2. The Owner must serve the *RAP Notice* in three languages (English, Spanish, and Chinese) on the tenant(s) in any affected covered unit in the building whose tenancy commenced on or after September 21, 2016, at least six months prior to re-filing a *Property Owner Petition*.

⁷ Although the Petition provided the tenant's move-in date as 2003, and the *Response* provided the tenant's move-in date as 1975, both dates are prior to September 21, 2016.

⁸ 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 form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) calendar days after service of this 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 16, 2023



Susan Ma
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE
Case Number L23-0001

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

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

Document Included

Hearing Decision

Owner

Noemi Ruelas
161 S. San Antonio Road
Los Altos, CA 94022

Owner Representative

Kimberly Roehn
1990 N. California Blvd. Suite 800
Walnut Creek, CA 94596

Tenants

Bobby & Dee Ward
2900 Birdsall Avenue Unit 2910
Oakland, CA 94619

Gary Seto
2900 Birdsall Avenue Unit 2908
Oakland, CA 94619

Joel Bernhardt
2900 Birdsall Avenue Unit 2902
Oakland, CA 94619

Michael Goldstein
2900 Birdsall Avenue Unit 2900
Oakland, CA 94619

Noah Lopes
2900 Birdsall Avenue Unit 2906
Oakland, CA 94619

Resident
2900 Birdsall Avenue Unit 2904
Oakland, CA 94619

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 17, 2023** in Oakland, CA.



Ava Silveira
Oakland Rent Adjustment Program

 <p>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</p>	For Rent Adjustment Program date stamp.
---	---

APPEAL

Appellant's Name Noemi Ruelas	<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant
Property Address (Include Unit Number) 2900-2910 Birdsall Ave., Oakland CA 94619	
Appellant's Mailing Address (For receipt of notices) Noemi Ruelas 175 S. San Antonio Rd. Los Altos, CA 94022	Case Number L23-0001 <hr/> Date of Decision appealed 5/16/2023 (served via US Mail on 5/17/2023)
Name of Representative (if any) Kimberly Roehn, Roehn Law Offices LLP	Representative's Mailing Address (For notices) Kimberly Roehn Roehn Law Offices LLP 1990 N. California Blvd., #800 Walnut Creek, CA 94596

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.* Service list (1 page) + Appeal Attachment (7 pages)

• 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 26 2023, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first-class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<u>Name</u>	SEE ATTACHED SERVICE LIST
<u>Address</u>	
<u>City, State Zip</u>	
<u>Name</u>	
<u>Address</u>	
<u>City, State Zip</u>	

DocuSigned by:  209BD01C0DC44E2...	5/26/2023
---	-----------

SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE

DATE

OWNER APPEAL
(L23-0001, *Ruelas v. Tenants*)

SERVICE LIST

Michael Goldstein
2900 Birdsall Ave.
Oakland CA 94619

Joel Bernhardt
2902 Birdsall Ave.
Oakland CA 94619

Gary Seto
2908 Birdsall Ave.
Oakland CA 94619

Bobby & Dee Ward
2910 Birdsall Ave.
Oakland CA 94619

ATTACHMENT - OWNER APPEAL

Owner/Appellant Noemi Ruelas (hereinafter “the owner”) files the following Appeal of the Hearing Decision in case L23-0001 dated May 16, 2023, wherein the Petition for increase based on capital improvements was denied on the grounds that *some* units did not receive the RAP Notice in three languages at the inception of tenancy.

For the reasons discussed below, the owner respectfully submits that the decision is incorrect and requests the decision be reversed in full and remanded for a decision on the merits.

I. PROCEDURAL HISTORY AND RELEVANT FACTS

The owner purchased the apartment building at 2900-2910 Birdsall Avenue on May 6, 2020. The tenants who currently reside in the building moved in on the following dates:

2900: 2/15/2018
2902: 6/1/1999
2904: *Not affected by the petition based on move-in date*
2906: *Not affected by the petition based on move-in date*
2908: 1/1/2003 or 1975, per tenant response (not present at hearing)
2910: 11/5/2005

Upon acquiring the property in 2020, the owner provided all tenants the *Notice to Tenants of the Rent Adjustment Program* (“RAP Notice”) in English on several occasions beginning in 2021.

On January 13, 2023, the owner filed a petition for rent increase based on capital improvement projects that were completed in 2021-2022. The projects included in the petition include, but are not limited to, replacing the sewer lateral, painting the entire exterior, installing new landscaping, replacing common area appliances, and replacing water heaters. Various unit-specific improvements were also included.

All affected tenants all filed responses to the petition in English.

The hearing proceeded before RAP Hearing Officer Susan Ma over three days (3/13/2023, 4/3/2023, and 4/17/2023) and 10.3 hours. The hearing was attended by the owner, owner’s representative, and all affected tenants except Unit 2908. No translators were requested or used; each tenant testified English is their primary language.

The first day of the hearing (1.1 hours) consisted exclusively of Hearing Officer Ma inquiring about background facts, including service of past RAP Notices; the overwhelming majority of the remaining time consisted of discussing the capital improvement projects in painstaking detail.

All tenants present at the hearing confirmed they had received and understood the RAP Notice in English from the prior owner on multiple occasions over a period of years going back to at least 1999, and several tenants confirmed via testimony that they recalled receiving the RAP Notice from the prior owner at the commencement of their tenancies or soon thereafter (units 2900, 2902,

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM - APPEAL

Case: L23-0001 (Ruelas v. Tenants)

2910). The owner testified that to her knowledge, the prior owner was in compliance with RAP requirements.¹

It was uncontested that each tenant also received the RAP Notice in English from the current owner on several occasions beginning in 2021. Indeed, all tenants at the hearing confirmed English is their primary language.

The tenant not present (unit 2908) left blank all responses on the response form regarding his receipt of the RAP Notice.

Hearing Officer Ma issued a Hearing Decision dated May 16, 2023 denying the owner's petition in full. Her decision relied exclusively on the grounds that service of the RAP Notice in three languages at the inception of tenancy per O.M.C. 8.22.060 was defective as to *some* units (2900 and 2908).

The owner appeals on the grounds that the decision 1) on its face, incorrectly dismisses the entire petition based on the Hearing Officer's assessment that RAP Notice "defects" existed as to only two of four affected units; 2) incorrectly dismisses the petition as to unit 2908 against the weight of evidence and a based on a misinterpretation of law; and 3) ignores long-standing California law on substantial compliance related to notice requirements, which applies to units 2900 and 2908.

II. STANDARD OF APPEAL

The owner appeals the Administrative Decision on the following grounds:

1. The decision violates federal, state, or local law;
2. The decision is inconsistent with OMC Chapter 8.22, the Regulations, or prior decisions of the Board;
3. The decision is inconsistent with decisions issued by other Hearing Officers;
4. The decision is not supported by substantial evidence.
5. The decision raises a new policy issue that has not been decided by the Board.

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

IV. DISCUSSION

At the outset, it must be acknowledged that all affected tenants took full advantage of the rights described in the RAP Notice, as evidenced by their participation in the petition and lengthy hearing process which proceeded over 10+ hours. **There is no conceivable or alleged prejudice tied to the basis for dismissal cited by the Hearing Officer.** Therefore, the attempt to dismiss this petition on a technicality appears unreasonable and punitive even before considering legal error.

¹ Representations regarding testimony from the hearing are based on best recollections and notes.

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM - APPEAL

Case: L23-0001 (Ruelas v. Tenants)

The hearing decision is flawed on multiple grounds, each of which is discussed below.

a. The dismissal as to units 2902 and 2910 is improper under basic procedural law.

The hearing decision in this case was based on Oakland Municipal Code (“Code” or “OMC”) and Rent Adjustment Program Regulations concerning the requirement that an owner provide the RAP Notice in three languages (English, Spanish, and Chinese) *at the inception of tenancy* (OMC § 8.22.060(A).) That law went into effect on September 21, 2016 and does not apply to tenancies that commenced before that date. (RAP Regulations § 8.22.060 (A)(1).)

In this case, the Hearing Officer acknowledges that the tenancies of units 2902 and 2910 commenced in 1999 and 2005, respectively, prior to OMC 8.22.060’s requirement going into place, and it does not apply to them. No other defects with the petition or procedure are cited as to these units. Nevertheless, the Hearing Officer dismissed the petition in its entirety. This is reversible error.

Under basic California procedural law and precedent, as well as Oakland precedent, each party is treated as a unique entity and must assert his or her own case and defense as to the claims against him or her. If and when there is a defect affecting a party, the remedy is to make a finding and order as to *that* party. To throw out an entire cause of action against multiple parties whenever any single defect exists as to any single tenant is legally improper and would result in absurd results.

At a minimum, the dismissal must be reversed and remanded so that a decision on the merits may be reached as to units 2902 and 2910.

b. The dismissal as to unit 2908 is improper as it incorrectly applies the OMC and Regulations relating to notice requirements and remedies, and it is unsupported by substantial evidence.

As stated above, OMC 8.22.060’s requirement that the RAP Notice be served in three languages at the inception of tenancies began on September 21, 2016. It was not retroactive. Therefore, the rule does not apply to the tenant in 2908, who states his tenancy began in 1975.²

However, the Hearing Officer states:

“The requirement to provide the initial RAP Notice in three languages (English, Spanish, and Chinese) took effect on September 21, 2016, and only applies to new tenancies that commenced on or after that date,⁵ or to tenancies that commenced before September 21, 2016, where the tenants were never served the RAP Notice. There was a one-year grace period, until September 21, 2017, for owners to comply with the new notice regulation.⁶ . . .

The owner testified that the tenant in Unit 2908, who moved into the unit prior to the key date of September 21, 2016,⁷ received a RAP Notice in English from the

² To the owner’s knowledge, 2908’s tenancy commenced in 2003; however, the difference is immaterial as both precede 2016.

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM - APPEAL

Case: L23-0001 (Ruelas v. Tenants)

prior owner in 2018. The owner has not met her burden of proving that Unit 2908 received either a RAP Notice in English before September 21, 2017, or a RAP Notice in all three languages after that date.”

5 Rent Adjustment Program Regulations § 8.22.060 (A)(3).

6 Rent Adjustment Program Regulations § 8.22.060 (A)(1).

7 Although the Petition provided the tenant's move-in date as 2003, and the Response provided the tenant's move-in date as 1975, both dates are prior to September 21, 2016.

(Hearing Decision pages 3-4, emphasis added.)

First, the finding that this tenant did not receive the RAP Notice before 2018 is not supported by substantial evidence. The tenant did not appear at the hearing and offered absolutely no evidence, written or verbal, regarding if and when he received the RAP Notice from the previous or current owner. However, several other tenants who lived at the property over the same time period testified they did receive the RAP Notice from the prior owner at move-in and with rent increases going back to at least 1999. The owner also testified as to her understanding that the prior owner had complied with the RAP requirements.³ The Hearing Officer made a finding that the owner's testimony was credible. Therefore, the weight of the evidence requires a finding that this tenant did, in fact, receive the RAP Notice far before 2016. There is no evidence contradicting that fact.

In addition, the Hearing Officer offers **no accurate citation, authority, or support** for the proposition that a tenant whose tenancy commenced before 9/21/16 is mandated to receive a RAP notice in three languages ever (including prior to 9/21/2017). **The law cited by the Hearing Officer states:**

“3. Until September 21, 2017, no Owner will be denied a Rent increase for failing to provide the notice in the required languages, unless:

a. the Tenant is proficient in one of the non-English languages specified in OMC 8.22.060 (Spanish or Chinese), and is not proficient in English;

or

b. the Owner negotiated the terms of the rental agreement in either Spanish or Chinese and failed to give the notice in that language.”

(Rent Adjustment Regulations § 8.22.060(A)(3).)

This section imposes absolutely no requirement for an owner to serve an existing tenant with the Notice in 3 languages even if they purportedly never received it before 9/21/2016. At minimum, **this is a misinterpretation of the regulations** and the Hearing Officer is imposing requirements not contemplated by the Code.

Indeed, there is no obligation under the Code or regulations wherein an owner is obligated to provide a tenant with the RAP Notice in 3 languages when their tenancy began before 9/21/2016. Any defect in receiving the RAP Notice in English was cured by the current owner, who testified that she personally provided the RAP Notice in English in 2021 to all parties, which is more than

³ Representations regarding testimony from the hearing are based on best recollections and notes.

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM - APPEAL

Case: L23-0001 (Ruelas v. Tenants)

6 months before the filing of this 2023 petition. Therefore, per OMC § 8.22.060(C), any defect has been cured.

Finally, even if there were a defect with providing notice under OMC § 8.22.060, the remedy is a **six (6) month forfeiture** of the rent increase sought, **not** dismissal:

“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.” (OMC § 8.22.060(C).)

Accordingly, the dismissal as to unit 2908 must be overturned for the multiple reasons discussed above, as well as those discussed in section (c) below.

c. The dismissal as to units 2900 (and all units) violates the well-established California law and RAP precedent of substantial compliance.

Based on move-in dates, the tenant in unit 2900 is the only party whose tenancy began after 9/21/2016, and therefore is the only party potentially affected by the 3-language RAP Notice requirement.

There is no dispute that the tenant received the notice in English at the inception of his tenancy and understood it. Evidence was presented that he also received the same notice on multiple occasions since.

Therefore, the question becomes, is strict compliance with the 3-language notice requirement required with regard to unit 2900? In other words, is it permissible for the RAP to require strict compliance with the notice requirement to the detriment of the owner when actual notice was given that achieved the underlying purpose of the code?

The answer is no, because the owner is in **substantial compliance** with the law, and substantial compliance is sufficient under California law.

North Pacifica LLC v. CA Coastal Commission (2008) 166 Cal. App. 4th 1416 summarizes the applicability of the substantial compliance doctrine:

“The paramount consideration is the objective of the statute.” (*Downtown Palo Alto Com. for Fair Assessment v. City Council* (1986) 180 Cal.App.3d 384, 395 [225 Cal.Rptr. 559].) **“Unless the intent of a statute can only be served by demanding strict compliance with its terms, substantial compliance is the governing test.”** (*County of Tulare v. Campbell* (1996) 50 Cal.App.4th 847, 853 [57 Cal.Rptr.2d 902].) *“Substantial compliance... means actual compliance in respect to the substance essential to every reasonable objective of the statute.”* (*Stasher v. Harger-Haldeman* (1962) 58 Cal.2d 23, 29.)” (*Id.* at 1431-1432, emphasis added.)

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM - APPEAL

Case: L23-0001 (Ruelas v. Tenants)

The Supreme Court in *Stasher v. Harger-Haldeman* (1962) 58 Cal.2d 23 also stated that **"mere technical imperfections of form or variations . . . should not be given the stature of non-compliance . . ."** (*Id.* at 29, emphasis added.)

The Court further stated that holding a party to the letter of the law when they **fully complied with the substance and spirit would give the other party an undeserved windfall and would disregard the true intent of the statute.** (*Id.* at 33.)

The case of *Downtown Palo Alto Comm. For Fair Assessment v. City Counsel* (1986) 180 Cal. App. 3d 384 is directly on point. In that case, group of businesses sought to strike down an ordinance after the City Council failed to strictly comply with the notice requirements of the local code.

Specifically, the code strictly stated City Council must serve to *each* business a copy of the proposed new city Ordinance via *both* mailing and newspaper publication; the law strictly states that this notice *"shall be given."*

However, the Council only mailed the notice to about 730 of 900 of the businesses and did not publish the notice in a newspaper. (*Id.* at 389.)

With regard to the language of the statute, the Court of Appeal states:

“Turning first to the language of section 36522, we find that its terms are mandatory. The statute provides that each business ‘shall be given’ the specific notice, and **does not expressly sanction mere substantial compliance with its provisions. Nevertheless, substantial compliance with statutory directives will suffice if the purpose of the statute is thereby satisfied.**” (*Id.* at 395, emphasis added.)

The Court of Appeal found that, because the city satisfied the intent of the statute – which was to ensure that a sufficient number of the businesses in the area learned of the proposed improvements and the methods for challenging the proposals – the city's notice was sufficient. (*Id.* at 396.)

The Court held: **"Unless the intent of the statute can only be served by demanding strict compliance with its terms, substantial compliance is the governing test."** (*Id.* at 394.)

In summary, although the statute in question mandated that all business owners shall be given notice, substantial compliance with the statute was sufficient because the purpose of the statute had been satisfied. (*Id.* at 395.)

Here, in this case, the purpose of the statute is to ensure that *most* tenants receive the RAP Notice in a language they can understand so that they are aware of their rights under the local Code and Regulations. Of course, not *everyone* speaks English, Spanish, or Chinese, but perhaps *most* do.

And although the Code also contains mandatory language similar to that in *Downtown Palo Alto Comm. For Fair Assessment v. City Counsel*, **the Code's language does not overcome the legal sufficiency of substantial compliance.**

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM - APPEAL

Case: L23-0001 (Ruelas v. Tenants)

There is no dispute that:

- Each tenant actually received the RAP Notice several times in English since at least 2018;
- The tenants' primary language is English, so there was no impediment to their ability to comprehend the notice; and
- No detriment was inflicted by not providing the RAP Notice in two other languages that they would not have understood. In fact, all tenants took advantage of the rights and fully participated in the proceedings.⁴

Therefore, the objectives of the code have been met and the owner's substantial compliance must be treated as actual compliance.

Finally, the RAP has a history of recognizing substantial compliance in other cases for both tenants and owners. For example, in T00-0449 (*Frierson et. al. vs. Grand Lake Terrace*) the Appeal Board held: "Owner who fails to provide City's RAP notice is in substantial compliance because: Owner has previously given tenant RAP Notice, Owner notice provides substantially the same information as RAP, including existence of RAP, contact information, justifications of rent increases, tenant's right to contest a rent increase & time frame for filing a petition; Owner's notice has no false or misleading information."

Also, in T03-0267 (*Tengeri v. Phillip et. al.*), the Appeal Board ruled that "Tenant has standing to bring a petition-An \$18.11 rent underpayment over a 2.8 yr. period was minimal and tenant was "current" [on rent] due to substantial compliance."

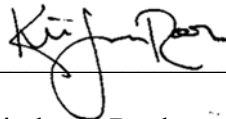
It would be contrary to California law and precedent, and local precedent, to dismiss the petition or limit the rent increase sought in any way based on a technicality involving OMC 8.22.060.

V. CONCLUSION

Based on the foregoing, the owner respectfully requests the dismissal be reversed as to all units and that the case be remanded for a decision on the merits of the petition, which has been extensively argued and submitted.

Dated: May 26, 2023

Respectfully submitted,



Kimberly Roehn
Attorney for Owner/Appellant

⁴ In addition, any issue with notice at the inception of tenancy is cured if notice is provided 6+ months before the petition is filed, which it was here. Even if a defect with the notice at the inception of tenancy were found, the penalty is a 6-month forfeiture (or delay) of the rent increase sought, not dismissal. (OMC § 8.22.060(C).)

CHRONOLOGICAL CASE REPORT

Case No.: T22-0124

Case Name: Benafield v. Equity Avg., LLC

Property Address: 341 Somerset Road, Oakland, CA 94603

Parties: Kevin Benafield (Tenant)
Lisa Souriya (Tenant Representative)
Equity Avg., LLC (Owner)
Steve Bach, Bayview Real Estate Svc., Inc. (Manager)
Andrew Catterall (Owner Representative)

OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	July 20, 2022
Property Owner Response filed	August 23, 2022
Tenant Exhibits submitted	August 27, 2022
Tenant Exhibits submitted	October 3, 2022
Hearing Dates	October 11 & 24, 2022
Hearing Decision mailed	January 12, 2023
Property Owner Appeal filed	February 1, 2023
Appeal Hearing Date	April 13, 2023

Appeal Decision mailed	April 20, 2023
Remand Decision mailed	May 17, 2023
Owner Appeal filed	June 2, 2023
Tenant Response to Owner Appeal submitted	June 6, 2023



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

TENANT PETITION

RECEIVED

JUL 20 2022

10/11

Property Address: 341 SOMERSET RD
Case: Petition: 16147
Date Filed: 07-20-2022

T22-0124
 BB/BL

RENT ADJUSTMENT PROGRAM
 OAKLAND

Party	Name	Address	Mailing Address
Owner	Equity Avg., LLC	16521 Academia Drive Encino, CA 91436	16521 Academia Drive (415) 710-3228 Encino, 91436
Manager	Steve Bach Bayview Real Estate Svc., Inc.	388-12th Ave. San Francisco, 94118	388-12th Ave. (415) 710-3228 San Francisco, 94118 sbach1234@aol.com
Tenant	Kevin Benafield	341 Somerset Road Oakland, CA 94611	(510) 856-7701 LTSouriya@gmail.com

Number of units on the property 4

Type of unit you rent Apartment, Room or Live-work

Are you current on your rent? Yes

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



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

TENANT PETITION

Grounds for Petition

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

I received a rent increase above the allowable amount.

I received a rent increase that I believe is unlawful because I was not given proper notice, was not properly served, and/or was not provided with the required RAP Notice ("Notice to Tenants of the Residential Rent Adjustment Program").

The property owner is providing me with fewer housing services than I previously received and/or I am being charged for services originally paid for by the owner. (Check this box for petitions based on bad conditions/failure to repair.)

I wish to contest an exemption from the Rent Adjustment Ordinance because the exemption was based on fraud or mistake.

The initial rent amount when I first moved in was unlawful because the property owner was not permitted to set the initial rent without limitation. O.M.C. § 8.22.080 (C).



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

TENANT PETITION

Rental History

Date you moved into the Unit	3/8/2013
Initial Rent	\$ 1,200.00 /month
Current Rent	\$ 1,456.89 /month
Is your rent subsidized or controlled by any government agency, including HUD (Section 8)?	No
When, if ever, did the property owner first provide you the City form, NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM ('RAP Notice')?	I was never provided with the RAP Notice.
List the case numbers of any relevant prior Rent Adjustment case(s):	



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

TENANT PETITION

List all rent increases that you want to challenge.

Date you received the notice	03-22-2022
Date increase goes into effect	03-22-2022
Monthly rent increase From	\$ 1,429.00
Monthly rent increase To	\$ 1,753.00
Are you Contesting this Increase in this Petition? *	No
Did You Receive a Rent Program Notice With the Notice Of Increase?	No

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

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

000313



TENANT PETITION

Description of Decreased or Inadequate Housing Services

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

Loss of Service

Date Loss Began 10-09-2018

Date Owner Was Notified of Loss

Estimated Loss

Reduced Service Description

No maintenance on exterior lights

Loss of Service

Date Loss Began 10-09-2018

Date Owner Was Notified of Loss

Estimated Loss

Reduced Service Description

No maintenance on rain gutter

Loss of Service

Date Loss Began 10-09-2018

Date Owner Was Notified of Loss

Estimated Loss

Reduced Service Description

Tenant installed security lights and locks for security purposes due to frequent burglaries, e.g. auto theft and apartment invasion

Loss of Service

Date Loss Began 10-09-2018

Date Owner Was Notified of Loss

Estimated Loss

Reduced Service Description

Discontinued weekly landscaping services

Loss of Service



TENANT PETITION

Date Loss Began 10-09-2018

Date Owner Was Notified of Loss

Estimated Loss

Reduced Service Description

Discontinued quarterly pest control

Loss of Service

Date Loss Began 03-01-2022

Date Owner Was Notified of Loss

Estimated Loss

Reduced Service Description

No hot water for washer in laundry room

Loss of Service

Date Loss Began 03-22-2022

Date Owner Was Notified of Loss

Estimated Loss 1753.32

Reduced Service Description

Back billing of garbage bill

Loss of Service

Date Loss Began 05-18-2022

Date Owner Was Notified of Loss

Estimated Loss

Reduced Service Description

Only a partial repair to sewer line

Loss of Service

Date Loss Began 05-09-2022

Date Owner Was Notified of Loss 05-09-2022

Estimated Loss 221.9

Reduced Service Description

Owner still owes balance on water bill due to leak.



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

TENANT PETITION

Mediation

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

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

I/We agree to have my/our case mediated by a Rent Adjustment Program staff mediator. No

Consent to Electronic Service

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

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

Interpretation Services

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

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



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

TENANT PETITION

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

Lisa Souriya

7/20/2022

Signature

Date



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

PROOF OF SERVICE

TENANT PETITION


✘ *And additional documents uploaded with the Petition*

Electronic Petition number: 16147

City of Oakland Rent Adjust Program

Date Printed: 07-20-2022

000318

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

PROOF OF SERVICE

TENANT PETITION

x And additional documents uploaded with the Petition

Electronic Petition number: 16147

Addressee: Steve Bach, Bayview Real Estate Svc., Inc.
 388-12th Ave.
 San Francisco CA 94118

Lisa Souriya

07-20-2022

Lisa Souriya & Kevin Benafield

SIGNATURE OF PETITIONER OR
DESIGNATED REPRESENTATIVE

DATE: 07/20/2022




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

PROOF OF SERVICE

TENANT PETITION

✘ *And additional documents uploaded with the Petition*

Electronic Petition number: 16147

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

PROOF OF SERVICE

TENANT PETITION

✘ *And additional documents uploaded with the Petition*

Electronic Petition number: 16147

Addressee: Steve Bach, Bayview Real Estate Svc., Inc.
 388-12th Ave.
 San Francisco CA 94118

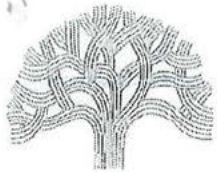
Lisa Souriya

07-20-2022

Lisa Souriya & Kevin Benafield

SIGNATURE OF PETITIONER OR
DESIGNATED REPRESENTATIVE

DATE: *07/20/2022*



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

RECEIVED

AUG 23 2022

RENT ADJUSTMENT PROGRAM
CASE NUMBER OAKCEA 16147

PROPERTY OWNER RESPONSE
TO TENANT PETITION

T22-0124
BB/BL

Please fill out this form as completely as you can. Use this form to respond to the Tenant Petition you received. By completing this response form and submitting it in the required time for filing, you will be able to participate in the hearing. Failure to provide the required information may result in your response being rejected or delayed. See "Important Information Regarding Filing Your Response" on the last page of this packet for more information, including filing instructions and how to contact the Rent Adjustment Program ("RAP") with questions. Additional information is also available on the RAP website. CONTACT A HOUSING COUNSELOR TO REVIEW YOUR RESPONSE BEFORE SUBMITTING. To make an appointment email RAP@oaklandca.gov.

Rental Unit Information	
Street Number: <u>341</u>	Street Name: <u>SOMERSET</u>
Unit Number: <u>341</u>	Zip Code: <u>Oakland, CA 94611</u>
Is there more than one street address on the parcel? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, list all addresses: <u>341, 343, 345, 347</u>
Type of unit(s) (check one): <input type="checkbox"/> Single family home <input type="checkbox"/> Condominium <input checked="" type="checkbox"/> Apartment, room, or live-work	Number of units on property: <u>4</u> Date acquired property: <u>10-09-2018</u>
Case number(s) of any relevant prior Rent Adjustment case(s): <u>NONE</u>	
Tenant Information	
Name of Tenant Petitioner(s): <u>KEVIN BENEFIELD</u>	
Date tenant(s) moved into rental unit: <u>03/07/2013</u>	Initial rent amount: \$ <u>1,200</u>
Is/are tenant(s) current on rent? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Property Owner Information	
First Name: _____	Last Name: _____
Company/LLC/LP (if applicable): <u>EBUITY AVG, LLC</u>	
Mailing address: <u>388-12TH AVE; S.F., CA 94118</u>	
Primary Telephone: <u>415-710-3228</u>	Other Telephone: <u>0</u>
Email: <u>SBACH1234@APL.COM</u>	
Property Owner Representative (Check one): <input type="checkbox"/> No Representative <input type="checkbox"/> Attorney <input checked="" type="checkbox"/> Non-attorney	
First Name: <u>STEVE</u>	Last Name: <u>BACH</u>
Firm/Organization (if any): _____	
Mailing Address: <u>388-12TH AVE.; S.F., CA 94118</u>	
Phone Number: <u>415-710-3228</u>	Email: <u>SBACH1234@APL.COM</u>

GENERAL FILING REQUIREMENTS

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

Requirement	Documentation
<input checked="" type="checkbox"/> Current Oakland business license	Attach proof of payment of your most recent Oakland business license.
<input checked="" type="checkbox"/> Payment of Rent Adjustment Program service fee ("RAP Fee")	Attach proof of payment of the current year's RAP Fee for the subject property.
<input checked="" type="checkbox"/> Service of the required City form entitled "NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM" ("RAP Notice") on all tenants	Attach a signed and dated copy of the <u>first</u> RAP Notice provided to the petitioning tenant(s) or check the appropriate box below. <input type="checkbox"/> I first provided tenant(s) with the RAP Notice on (date): _____ <input checked="" type="checkbox"/> I have never provided a RAP Notice. <input type="checkbox"/> I do not know if a RAP Notice was ever provided.

PROPERTY OWNER CLAIM OF EXEMPTION

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

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

RESPONSE TO TENANT PETITION

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

A. Unlawful Rent Increase(s)

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

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

Date tenant given notice of rent increase: (mm/dd/yy)	Date rent increase went into effect: (mm/dd/yy)	Amount of increase:		Did you provide a RAP Notice with the notice of rent increase?		Reason for increase (CPI, banking, or other):
		FROM	TO	YES	NO	
12-16-19	8/1/20	\$ 1,344.14	\$ 1,391.18	<input type="checkbox"/>	<input checked="" type="checkbox"/>	CPI
3-01-21	6/1/21	\$ 1,391.18	\$ 1,488.74	<input type="checkbox"/>	<input checked="" type="checkbox"/>	CPI
3-11-22	5/1/22	\$ 1,488.74	\$ 1,488.89	<input type="checkbox"/>	<input checked="" type="checkbox"/>	CPI
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	

If the Tenant Petition is based on either of the following grounds, state your response in the space below or in a separate sheet attached to this form.

Tenant Petition Grounds	Owner Response
(A2) Tenant did not receive proper notice, was not properly served, and/or was not provided with the required RAP form with rent increase(s).	Notice sent in timely manner
(A3) A government agency has cited the unit for serious health, safety, fire, or building code violations.	? UNKNOWN

B. Decreased Housing Services

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

Tenant Petition Grounds	Owner Response
(B1) The owner is providing tenant(s) with fewer housing services and/or charging for services originally paid for by the owner.	FALSE
(B2) Tenant(s) is/are being unlawfully charged for utilities.	FALSE

C. Other

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

Tenant Petition Grounds	Owner Response
(C1) Rent was not reduced after a prior rent increase period for capital improvements.	? NO CAPITAL IMPROVEMENT PASSTHROUGH
(C2) Owner exemption based on fraud or mistake.	? NO EXEMPTION
(C3) Tenant's initial rent amount was unlawful because owner was not permitted to set initial rent without limitation (O.M.C. § 8.22.080 (C)).	FALSE

OWNER VERIFICATION

(Required)

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

[Handwritten Signature]

Property Owner 1 Signature

8-18-2022

Date

Property Owner 2 Signature

Date

CONSENT TO ELECTRONIC SERVICE

(Highly Recommended)

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 send certain documents only 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 response.

MEDIATION PROGRAM

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

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

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

[Handwritten Signature]

Property Owner Signature

8-18-2022

Date

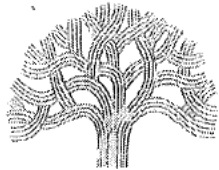
INTERPRETATION SERVICES

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

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

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

-END OF RESPONSE-



CITY OF OAKLAND

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

PROOF OF SERVICE

NOTE: YOU ARE REQUIRED TO SERVE A COPY OF YOUR RESPONSE (PLUS ANY ATTACHMENTS) ON THE TENANT(S) PRIOR TO FILING YOUR RESPONSE WITH RAP.

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

On the following date: 08 / 19 / 2022 I served a copy of (check all that apply):

PROPERTY OWNER RESPONSE TO TENANT PETITION plus 17 attached pages (number of pages attached to Response not counting the Response form or *PROOF OF SERVICE*)

Other: _____

by the following means (check one):

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

Commercial Carrier. I deposited the document(s) with a commercial carrier, using a service at least as expeditious as first-class mail, with all postage or charges fully prepaid, addressed to the person(s) listed below and at the address(es) below.

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

PERSON(S) SERVED:

Name	KEVIN BENAFIELD
Address	341 SOMERSET RD
City, State, Zip	OAKLAND, CA 94611

Name	
Address	
City, State, Zip	

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

ERNEST O. BACH

PRINTED NAME

Ernest O. Bach

SIGNATURE

08/19/2021

DATE SIGNED

Read and received 1-23 pages

AR-7-2013 11:06 FROM:

(1)

TO: 15425312831

P. 1/10

DocuSigned by: Daniel Hakala

https://www.docuSign.net/.../envelopePDF.aspx?showDoc...



CALIFORNIA ASSOCIATION OF REALTORS

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (O.A.R. Form LR, Revised 11/12)

Attention: Teri L. Lester Fax Number: (510) 531-2831

Date 03/05/2013 Albert Cindal Trust, Florence Cindal Trust, 1188 Bourlyva, Kevin Hennigfeld

- 1. PROPERTY: A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as 141 Souders Rd, Oakland, CA 94612. B. The Premises are for the sole use as a personal residence by the following named person(s) only: John Gourly, Kevin Hennigfeld. C. The following personal property, maintained pursuant to paragraph 11, is included: Refrigerator, Stove, White Washer. D. The Premises may be subject to a local rent control ordinance.

- 2. TERM: The term begins on (date) March 7, 2013 ("Commencement Date"). A. Month-to-Month: and continues as a month-to-month tenancy, Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. B. Lease: any shall terminate on (date) February 28, 2014 at 11:59 AM.

- 3. RENT: "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of the Agreement, except security deposit. A. Tenant agrees to pay \$ 2,200.00 per month for the term of the Agreement. B. Rent to be payable in advance on the 1st (or 15th) day of each calendar month, and is delinquent on the next day. C. If Commencement Date falls on any day other than the day Rent is payable under paragraph 3B, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated based on a 30-day period. D. PAYMENT: Rent shall be paid by [X] personal check, [] money order, [] cashier's check, or [] other.

- 4. SECURITY DEPOSIT: A. Tenant agrees to pay \$ 1,200.00 as a security deposit. B. All or any portion of the security deposit may be used, as reasonably necessary, for (i) cure Tenant's default in payment of Rent, (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant, (iii) clean Premises, if necessary, upon termination of the tenancy, and (iv) replace or return personal property or appliances. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT. C. Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. D. No interest will be paid on security deposit unless required by local law. E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return.

MOVE-IN COSTS RECEIVED/DUES: Move-in funds made payable to Wells and Bennett Realtors shall be paid by [X] money order, or [] cashier's check.

Table with 5 columns: Category, Total Due, Payment Received, Balance Due, Date Due. Rows include Rent from 03/08/2013 to 04/06/2013, Security Deposit, Other 4/7 to 4/30, and Total.

This maximum amount Landlord may receive as security deposit, however designated, cannot exceed two months' Rent for unfinished premises, or three months' Rent for furnished premises.

Tenant's initials (LS) (AK)

Landlord's initials (T.L.)

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopying, scanning, or any other means.

Reviewed by: [Signature] Date: [Blank]

MAR-7-2013 11:06 FROM:

TD145105312831

P. 2 / 10

DocuSign Envelope ID: BF027DFF-1005-47A5-861C-8D4C54124927

(https://www.docuSign.net/.../EnvelopePDF.aspx?showDoc...

341 Bonanza Road
Premises: Oakland, CA 94612

Date: March 5, 2013

6. LATE CHARGES; RETURNED CHECKS:

- A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 (or []) calendar days after the date due, or if a check is returned, Tenant shall pay to Landlord, respectively, an additional sum of \$_____ or 10,000 % of the Rent due as a Late Charge and \$25.00 as a NSF fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.
- B. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 9 or prevent Landlord from exercising any other rights and remedies under this Agreement and as provided by law.

7. PARKING (Check A or B)

A. Parking is permitted as follows: Garage Parking/Street Parking

The right to parking is is not included in the Rent charged pursuant to paragraph 9, if not included in the Rent, the parking rental fee shall be an additional \$_____ per month. Parking space(s) are to be used for parking properly licensed and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work or storage of inoperable vehicles is not permitted in parking space(s) or elsewhere on the Premises.

B. Parking is not permitted on the Premises.

8. STORAGE (Check A or B)

A. Storage is permitted as follows:

The right to separate storage space is, is not, included in the Rent charged pursuant to paragraph 9. If not included in the Rent storage space fee shall be an additional \$_____ per month. Tenant shall store only personal property Tenant owns, and shall not store property owned by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

B. Except for Tenant's personal property, contained entirely within the Premises, storage is not permitted on the Premises.

9. UTILITIES: Tenant agrees to pay for all utilities and service, and the following charges:

A. Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Landlord, of the following charges: _____, which shall be paid for by Landlord. If any utilities are not separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Landlord is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.

10. CONDITION OF PREMISES: Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke and carbon monoxide detector(s), (Check all that apply)

- A. Tenant acknowledges these items are clean and in operable condition, with the following exceptions: _____
- B. Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MIMO).
- C. (i) Landlord will Deliver to Tenant a statement of condition (C.A.R. Form MIMO) within 3 days after execution of this Agreement; prior to the Commencement Date; within 3 days after the Commencement Date, (ii) Tenant shall complete and return the MIMO to Landlord within 3 (or []) days after Delivery. Tenant's failure to return the MIMO within that time shall conclusively be deemed Tenant's Acknowledgment of the condition as stated in the MIMO.
- D. Tenant will provide Landlord a list of items that are damaged or not in operable condition within 3 (or []) days after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the Premises.
- E. Other: _____

11. MAINTENANCE:

- A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for checking and maintaining all carbon monoxide and smoke detectors and any additional phone lines beyond the one line and jack that Landlord shall provide and maintain. Tenant shall immediately notify Landlord, in writing, of any problem, malfunction or damage. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.
- B. Landlord Tenant shall water the garden, landscaping, trees and shrubs, except:
- C. Landlord Tenant shall maintain the garden, landscaping, trees and shrubs, except:
- D. Landlord Tenant shall maintain
- E. Tenant's failure to maintain any item for which Tenant is responsible shall give Landlord the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.
- F. The following items of personal property are included in the Premises without warranty and Landlord will not maintain, repair or replace them: _____

Tenant's Initials (LS) (MS)

Landlord's Initials (PL) ()

Copyright © 1991-2012, CALIFORNIA ASSOCIATION OF REALTORS®, INC.
LR REVISED 11/12 (PAGE 2 OF 8)

Reviewed by _____ Date _____



MAR-7-2013 11:07 FROM:

TO: 15105312831

P. 3/10

EnvelopePDR.aspx

https://www.docuSign.net/Member/EnvelopePDR.aspx?showdoc...

944 Homestead Road
Premises: 944 and 944 1/2

Date: March 5, 2013

12. NEIGHBORHOOD CONDITIONS: Tenant is advised in safety and health as to neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any sources, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

13. PETS: Unless otherwise provided in California Civil Code § 642, no animal or pet shall be kept on or about the Premises without Landlord's prior written consent, except: None

14. (If checked) NO SMOKING: No smoking of any substance is allowed on the Premises or common areas. If smoking does occur on the Premises or common areas, (i) Tenant is responsible for all damage caused by the smoking including, but not limited to, stains, burns, odors and removal of debris; (ii) Tenant is in breach of this Agreement; (iii) Tenant, guests, and all others may be required to leave the Premises; and (iv) Tenant acknowledges that in order to remove odor caused by smoking, Landlord may need to replace carpet and drapes and paint the entire premises regardless of when those items were last cleaned, replaced, or repainted. Such actions and other necessary steps will impact the return of any security deposit. The Premises or common areas may be subject to a local non-smoking ordinance.

15. RULES/REGULATIONS:
A. Tenant agrees to comply with all Landlord rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.

B. (If applicable, check one)
 1. Landlord shall provide Tenant with a copy of the rules and regulations within 2 days or 24th hour.
OR 2. Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

16. (If checked) CONDOMINIUM/PLANNED UNIT DEVELOPMENT
A. The Premises are a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is _____.
Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions ("HOA Rules"). Landlord shall provide Tenant copies of HOA Rules. If any, Tenant shall reimburse Landlord for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant.

B. (Check one)
 1. Landlord shall provide Tenant with a copy of the HOA Rules within _____ days or
OR 2. Tenant has been provided with, and acknowledges receipt of, a copy of the HOA Rules.

17. ALTERATIONS; REPAIRS: Unless otherwise specified by law or paragraph 20C, without Landlord's prior written consent, (i) Tenant shall not make any repairs, alterations or improvements in or about the Premises including painting, wallpapering, adding or changing locks, installing antenna or satellite dishes, placing signs, displays or exhibits, or using saws, fastening devices, large rolls of adhesive materials; (ii) Landlord shall not be responsible for the costs of alterations or repairs made by Tenant; (iii) Tenant shall not deduct from Rent the cost of any repairs, alterations or improvements; and (iv) any deduction made by Tenant shall be considered unpaid Rent.

18. KEYS; LOCKS:
A. Tenant acknowledges receipt of (or Tenant will receive prior to the Commencement Date, or):
 2 key(s) to Premises, remote control device(s) for garage door/gate opener(s),
 key(s) to mailbox,
 key(s) to common area(s),

B. Tenant acknowledges that locks to the Premises have, have not, been re-keyed.
C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Landlord. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

19. ENTRY:
A. Tenant shall make Premises available to Landlord or Landlord's representative for the purpose of entering to make necessary or agreed repairs, (including, but not limited to, installing, repairing, testing, and maintaining smoke detectors and carbon monoxide devices, and bracing, anchoring or shimming water heaters), decorations, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors.

B. Landlord and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows. 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice. Notice may be given orally to show the Premises to actual or prospective purchasers provided Tenant has been notified in writing within 120 days preceding the oral notice, that the Premises are for sale and that oral notice may be given to show the Premises. No notice is required: (i) to enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry; or (iii) if the Tenant has abandoned or surrendered the Premises. No written notice is required if Landlord and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement.

C. (If checked) Tenant authorizes the use of a key/safe/lockbox to allow entry into the Premises and agree to sign a key/safe/lockbox addendum (C.A.R. Form KLA).

20. SIGNS: Tenant authorizes Landlord to place FOR SALE/LEASE signs on the Premises.

21. ASSIGNMENT; SUBLETTING: Tenant shall not sublet all or any part of Premises, or assign or transfer this Agreement or any interest in it, without Landlord's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Landlord, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Landlord an application and credit information for Landlord's approval and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement.

Tenant's Initials: (LS) (JD)
Copyright © 1997-2012, O.A.R. FORMS ASSOCIATION OF REALTORS®, INC.
LR REVISED 11/12 (PAGE 3 OF 8)

Landlord's Initials: (G.L.)
Reviewed by: Chlo

3/7/2013 11:23 AM
STATION

MAR-7-2013 11:08 FROM:

TO: 15105312831

P. 4 / 10

EnvelopePDF.aspx

https://www.docuSign.com/Viewer/EnvelopePDF.aspx?showdoc...

341 Somerset Road
Premises: Oakland, CA 94623

Date: March 6, 2013

- 22. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.
- 23. **LEAD-BASED PAINT (if checked):** Premises were constructed prior to 1978. In accordance with federal law, Landlord gives and Tenant acknowledges receipt of the disclosures on the attached form (C.A.R. Form PLD) and a federally approved lead pamphlet.
- 24. **MILITARY ORDNANCE DISCLOSURE:** (If applicable and known to Landlord) Premises are located within one mile of an area once used for military training, and may contain potentially explosive munitions.
- 25. **PERIODIC PEST CONTROL:** Landlord has entered into a contract for periodic pest control (treatment of the Premises and shall give Tenant a copy of the notice originally given to Landlord by the pest control company.
- 26. **METHAMPHETAMINE CONTAMINATION:** Prior to signing this Agreement, Landlord has given Tenant a notice that a health official has issued an order prohibiting occupancy of the property because of methamphetamine contamination. A copy of the notice and order are attached.
- 27. **MISGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an internet Web site maintained by the Department of Justice at www.misganlaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Landlord nor Broker, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)
- 28. **POSSESSION:**
 - A. Tenant is not in possession of the Premises, if Landlord is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Landlord is unable to deliver possession within 30 () calendar days after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid. Possession is deemed terminated when Tenant has returned all keys to the Premises to Landlord.
 - B. Tenant is already in possession of the Premises.
- 29. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:**
 - A. Upon termination of this Agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to Landlord, empty of all persons; (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises, as specified in paragraph C below, to Landlord in the same condition as referenced in paragraph 10; (v) remove all debris; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) remove all items from the Premises.
 - B. All alterations/improvements made by or caused to be made by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.
 - C. **Right to Pre-Move-Out Inspection and Repairs:** (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NFI), or before the end of a lease, Tenant has the right to request that an inspection of the Premises take place prior to termination of the lease or rental (C.A.R. Form NFI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. (ii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and license and are approved by Landlord. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance of cosmetic items following all Repairs may not be possible. (iii) Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Landlord prior to termination. Paragraph 29C does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1181(2), (3) or (4).
- 30. **BREACH OF CONTRACT; EARLY TERMINATION:** In addition to any obligations established by paragraph 29, in the event of termination by Tenant prior to completion of the original term of the Agreement, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Landlord may withhold any such amounts from Tenant's security deposit.
- 31. **TEMPORARY RELOCATION:** Subject to local law, Tenant agrees, upon demand of Landlord, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood, destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.
- 32. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Landlord or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Landlord shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises, if damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.
- 33. **INSURANCE:** Tenant's or guest's personal property and vehicles are not insured by Landlord, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage. Tenant shall comply with any requirement imposed on Tenant by Landlord's insurer to avoid: (i) an increase in Landlord's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance.
- 34. **WATERBODIES:** Tenant shall not use or have waterbodies on the Premises unless: (i) Tenant obtains a valid waterbody insurance policy; (ii) Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and (iii) the bed conforms to the floor load capacity of Premises.

Tenant's Initials (LS) (LS)
Copyright © 1991-2012, CALIFORNIA ASSOCIATION OF REALTORS®, INC.
LR REVISED 11/12 (PAGE 4 OF 6)

Landlord's Initials (LS) (LS)
Reviewed by _____ Date _____



4 of 10

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 4 OF 6)

3/7/13 9:23 AM

MAR-7-2013 11:09 FROM:

TO: 15105312831

P.5/10

Envelope/DK.aspx

https://www.docuSign.com/number/EnvelopePDF.aspx?showDoc...

341 Somerset Road
Premises: Oakland, CA 94611 Date: March 5, 2013

36. WAIVER: The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

36. NOTICE: Notices may be served at the following address, or at any other location subsequently designated;

Landlord: Wall & Bennett Realtors Tenant: Ms. Ananya & Ravin Donastoid
1221 Alhambra Road, Suite 202 341 Somerset Road
Oakland, CA 94611 Oakland, CA 94611
Attn: John S. Moran

37. TENANT ESTOPPEL CERTIFICATE: Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within 3 days after its receipt. Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

38. REPRESENTATIONS:

A. TENANT REPRESENTATIONS; OBLIGATIONS REGARDING OCCUPANTS; CREDIT: Tenant warrants that all statements in Tenant's rental application are accurate. Landlord requires all occupants 18 years of age or older and all emancipated minors to complete a lease rental application. Tenant acknowledges this requirement and agrees to notify Landlord when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report periodically during the tenancy in conjunction with the modification or enforcement of this Agreement. Landlord may cancel this Agreement: (i) before occupancy begins; upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report resulting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.

B. LANDLORD REPRESENTATIONS: Landlord warrants, that unless otherwise specified in writing, Landlord is unaware of (i) any recorded Notices of Default affecting the Premises; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

39. MEDIATION:

A. Consistent with paragraphs B and C below, Landlord and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.

B. The following matters are excluded from mediation: (i) an unlawful detainer action; (ii) the filing or enforcement of a mechanic's lien; and (iii) any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.

C. Landlord and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.

40. Arbitration omitted T.R.C. L.S.

41. G.A.R. FORM: G.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.

42. OTHER TERMS AND CONDITIONS; SUPPLEMENTS: Information/Translator Agreement (G.A.R. Form IA)

Koyanath/lookbox Addendum (G.A.R. Form KL) Lead-Based Paint and Lead-Based Paint Hazards Disclosure (G.A.R. Form FL)

Landlord in Default Addendum (G.A.R. Form LD)

The following ATTACHED supplements are incorporated in this Agreement:

43. TIME OF ABSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Agreement, its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California landlord-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

44. AGENCY:

A. CONFIRMATION: The following agency relationship(s) are hereby confirmed for this transaction:

Listing Agent: (Print firm name) Wall & Bennett Realtors

is the agent of (check one): the Landlord exclusively; or both the Landlord and Tenant.

Leasing Agent: (Print firm name) Wall & Bennett Realtors

(if not same as Listing Agent) is the agent of (check one): the Tenant exclusively; or the Landlord exclusively; or

both the Tenant and Landlord.

B. DISCLOSURE: (if checked): The term of this lease exceeds one year. A disclosure regarding real estate agency relationships (G.A.R. Form AD) has been provided to Landlord and Tenant, who each acknowledge its receipt.

45. TENANT COMPENSATION TO BROKER: Upon execution of this Agreement, Tenant agrees to pay compensation to Broker as specified in a separate written agreement between Tenant and Broker.

Tenant's Initials (L.S.) (AS)

Landlord's Initials (T.R.C.) (L.S.)



MAR-7-2013 11:09 FROM:

TO: 15105312831

P.6/10

EnvelopeID.aspx

https://www.docuSign.net/.../EnvelopeID.aspx?shuwdoc...

941 Bowditch Road

Premises: Oakland, CA 94612

Date: March 7, 2013

46. INTERPRETER/TRANSLATOR: The terms of this Agreement have been interpreted for Tenant into the following language: _____, Landlord and Tenant acknowledge receipt of

the attached interpreter/translator agreement (C.A.R. Form ITA).

47. FOREIGN LANGUAGE NEGOTIATION: If this Agreement has been negotiated by Landlord and Tenant primarily in Spanish, Chinese, Tagalog, Korean or Vietnamese, pursuant to the California Civil Code, Tenant shall be provided a translation of this Agreement in the language used for the negotiation.

48. OWNER COMPENSATION TO BROKER: Upon execution of this Agreement, Owner agrees to pay compensation to Broker as specified in a separate written agreement between Owner and Broker (C.A.R. Form LOA).

49. RECEIPT: If specified in paragraph 6, Landlord or Broker, acknowledges receipt of move-in funds.

Landlord and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Landlord should accept; and (f) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

Tenant agrees to rent the Premises on the above terms and conditions.

Tenant [Signature] Date 03/07/2013
Address 941 Bowditch Road City Oakland State CA Zip 94612
Telephone (510) 531-9227 Fax _____ E-mail leah@vanguard.com

Tenant [Signature] Date 03/07/2013
Address 941 Bowditch Road City Oakland State CA Zip 94612
Telephone (415) 478-2670 Fax _____ E-mail leah@vanguard.com

GUARANTEE: In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) _____ Date _____
Guarantor _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

Landlord agrees to rent the Premises on the above terms and conditions.

Landlord [Signature] Date 03/05/2013
Alberto Gabriel Lopez, Alameda Central Street Landlord _____ Date _____

Address 1225 Alameda Road, Suite 202, Walnut Creek, CA 94596
Telephone (925) 746-0416 Fax _____ E-mail leah@vanguard.com

REAL ESTATE BROKERS:
A. Real estate brokers who are not also Landlord under this Agreement are not parties to the Agreement between Landlord and Tenant.
B. Agency relationships are confirmed in paragraph 44.
C. COOPERATING BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker (Leasing Firm) and Cooperating Broker agrees to accept: (i) the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS; or (ii) (if checked) the amount specified in a separate written agreement between Listing Broker and Cooperating Broker.

Real Estate Broker (Listing Firm) Wells and Bennett Realtors DRE Lic. #00298625
By (Agent) [Signature] Date 03/07/2013
Address 1487 Kirtman Blvd City Oakland State CA Zip 94602
Telephone (510) 531-7000 Fax (510) 531-2037 E-mail leah@vanguard.com

Real Estate Broker (Leasing Firm) Wells and Bennett Realtors DRE Lic. #00298625
By (Agent) [Signature] Date 03/07/2013
Address 1487 Kirtman Blvd City Oakland State CA Zip 94602
Telephone (510) 531-7000 Fax (510) 531-2037 E-mail leah@vanguard.com

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY 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.
This form is available for use by the entire real estate industry. It is not intended to identify any user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, INC.
a subsidiary of the California Association of REALTORS®
628 South Vinyl Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____

3/7/13 9:23 AM

6 of 10

MAR-7-2013 11:10 FROM:

TO: 151.05312831

P. 7/10

EnvelopePDR.aspx

https://www.docuSign.com/Envelopes/PDR.aspx?showdoc...



CALIFORNIA ASSOCIATION OF REALTORS

WATER HEATER AND SMOKE DETECTOR STATEMENT OF COMPLIANCE (C.A.R. Form WHSD, Revised 11/10)

Property Address: 241 Somerset Road, Oakland, CA 94612

NOTE: A seller who is not required to provide one of the following statements of compliance is not necessarily exempt from the obligation to provide the other statement of compliance.

WATER HEATER STATEMENT OF COMPLIANCE

- 1. STATE LAW: California Law requires that all new and replacement water heaters and existing residential water heaters be braced, anchored or strapped to solid framing or horizontal displacement due to earthquakes motion.
2. LOCAL REQUIREMENTS: Some local ordinances impose more stringent water heater bracing, anchoring or strapping requirements than does California Law.
3. TRANSFEROR'S WRITTEN STATEMENT: California Health and Safety Code §18211 requires the seller of any real property containing a water heater to certify, in writing, that the seller is in compliance with California State Law.
4. CERTIFICATION: Seller represents that the Property, as of the Close of Escrow, will be in compliance with Health and Safety Code §18211 by having the water heater(s) braced, anchored or strapped in place, in accordance with those requirements.

Seller/Landlord: Albert Conzalez Escobar (Signature) Albert Conzalez Escobar (Print Name) Date 09/05/2013

Seller/Landlord: Florence Conzalez Escobar (Signature) Florence Conzalez Escobar (Print Name) Date

The undersigned hereby acknowledges receipt of a copy of this document.

Buyer/Tenant: Diana Bourlyva (Signature) Diana Bourlyva (Print Name) Date 09/05/2013

Buyer/Tenant: Kevin Hanzelwald (Signature) Kevin Hanzelwald (Print Name) Date 09/05/2013

SMOKE DETECTOR STATEMENT OF COMPLIANCE

- 1. STATE LAW: California Law requires that (i) every single-family dwelling and factory built housing unit sold on or after January 1, 1988, must have an operable smoke detector, approved and listed by the State Fire Marshal, installed in accordance with the State Fire Marshal's regulations.
2. LOCAL REQUIREMENTS: Some local ordinances impose more stringent smoke detector requirements than does California Law.
3. TRANSFEROR'S WRITTEN STATEMENT: California Health and Safety Code §18143.8(b) requires every transferor of any real property containing a single-family dwelling, whether the transfer is made by sale, exchange, or real property lease contract, to deliver to the transferee a written statement indicating that the transferee is in compliance with California State Law concerning smoke detectors.
4. EXEMPTIONS: Generally, a written statement of smoke detector compliance is not required for transactions for which the Seller is exempt from providing a transfer disclosure statement.
5. CERTIFICATION: Seller represents that the Property, as of the Close of Escrow, will be in compliance with the law by having operable smoke detectors (s) approved and listed by the State Fire Marshal, installed in accordance with the State Fire Marshal's regulations.

Seller/Landlord: Albert Conzalez Escobar (Signature) Albert Conzalez Escobar (Print Name) Date 09/05/2013

Seller/Landlord: Florence Conzalez Escobar (Signature) Florence Conzalez Escobar (Print Name) Date

The undersigned hereby acknowledge(s) receipt of a copy of this Water Heater and Smoke Detector Statement of Compliance.

Buyer/Tenant: Diana Bourlyva (Signature) Diana Bourlyva (Print Name) Date 09/05/2013

Buyer/Tenant: Kevin Hanzelwald (Signature) Kevin Hanzelwald (Print Name) Date 09/05/2013

The copyright laws of the United States (Title 17, U.S.C.) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy, machine or any other means, including facsimile or computerized formats. Copyright © 1991-2010 CALIFORNIA ASSOCIATION OF REALTORS, INC. ALL RIGHTS RESERVED.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, INC. a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS 126 South Mill Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____



WHSD REVISION 11/10 (PAGE 1 OF 1) WATER HEATER AND SMOKE DETECTOR STATEMENT OF COMPLIANCE (WHSD PAGE 1 OF 1)

Agents: Teri L. Lister Phone: 510.446.7262 Fax: 510.681.2831 Prepared using zipForm software 3/7/10 9:53 AM Broker: Wolff and Barnett Realtors 1481 Lakeside Blvd Oakland, CA 94602

MAR-7-2013 11:11 FROM:

TO: 151.0531.2031

P.8/10

EnvelopePDF.aspx

https://www.docuSign.net/.../EnvelopePDF.aspx?showdoc...



CALIFORNIA ASSOCIATION OF REALTORS

LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE, ACKNOWLEDGMENT AND ADDENDUM For Pre-1978 Housing Sales, Leases, or Rentals (C.A.R. Form PLB, Revised 11/10)

The following terms and conditions are hereby incorporated in and made a part of the: California Residential Purchase Agreement, Residential Lease or Month-to-Month Rental Agreement, or Other

dated March 5, 2013, on property known as: 341 Homestead Road, Oakland, CA 94617 ("Property") in which John Semicyra, Kevin Donahfield is referred to as Buyer or Tenant and Alberto Gonzalez, Ernest, Alexandra, Catalina, Ernest is referred to as Seller or Landlord.

LEAD WARNING STATEMENT (SALE OR PURCHASE) Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligent quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

LEAD WARNING STATEMENT (LEASE OR RENTAL) Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive federally approved pamphlet on lead poisoning prevention.

EPA'S LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE: The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at www.epa.gov/lead for more information.

1. SELLER'S OR LANDLORD'S DISCLOSURE

I (we) have no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following:

I (we) have no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing other than the following, which, previously or as an attachment to this addendum, have been provided to Buyer or Tenant:

I (we), previously or as an attachment to this addendum, have provided Buyer or Tenant with the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety."

For Sales Transactions Only: Buyer has 10 days, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

Seller or Landlord Albert Gonzalez Date 03/05/2013

Seller or Landlord Ernest, Alexandra, Catalina, Ernest Date

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopying, scanning, or any other means, including facsimile or computerized means. Copyright © 1980-2010, CALIFORNIA ASSOCIATION OF REALTORS, INC. ALL RIGHTS RESERVED. PLB REVISED 11/10 (PAGE 1 OF 2)

Buyer's/Tenant's Initials (LS) [Signature] Reviewed by Date



LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE (PLB PAGE 1 OF 2)

Agents: Teri L. Lester Phone: 415.405.7282 Fax: 415.404.2881 Prepared using zipForm 3/7/13 9:23 AM Broker: Wally and Bonnet Ranjore 1481 Laimert Blvd Oakland, CA 94602

MAR-7-2013 11:11 FROM:

TO: 15125312831

P. 9/10

DocuSign Envelope ID: F1A22087-010F-4000-8000-000000000000
EnvelopePDF.aspx

https://www.docuSign.net/...envelopePDF.aspx?showdoc...

Property Address: 842 Homestead Road
Oakland, CA 94613

Date March 6, 2013

2. LISTING AGENT'S ACKNOWLEDGMENT

Agent has informed Seller or Landlord of Seller's or Landlord's obligations under §42 U.S.C. 4862d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

Wells and Bennett Realtor

(Please Print) Agent (Broker representing Seller or Landlord)

By [Signature]
Associate Licensee or Broker Signature
Terri L. Lester

03/05/2013

Date

3. BUYER'S OR TENANT'S ACKNOWLEDGMENT

I (we) have received copies of all information listed, if any, in 1 above and the pamphlet "Protect Your Family From Lead in Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety." If delivery of any of the disclosures or pamphlet referenced in paragraph 1 above occurs after acceptance of an offer to purchase, Buyer has a right to cancel pursuant to the purchase contract. If you wish to cancel, you must act within the prescribed period.

For Sales Transactions Only: Buyer acknowledges the right for 10 days, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; OR, (if checked) Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

[Signature]
Buyer or Tenant
Alex Santavya

03/05/2013
Date

[Signature]
Buyer or Tenant
Kevin Benitez

03/05/2013
Date

4. COOPERATING AGENT'S ACKNOWLEDGMENT

Agent has informed Seller or Landlord, through the Listing Agent if the property is listed, of Seller's or Landlord's obligations under §42 U.S.C. 4862d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

Wells and Bennett Realtor
Agent (Broker obtaining the Offer)

By [Signature]
Associate Licensee or Broker Signature
Terri L. Lester

03/05/2013
Date

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY 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.

This form is available for use by the entire real estate industry. It is not intended to identify the source of REALTOR®, REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by
REAL ESTATE BUSINESS SERVICES, INC.
a subsidiary of the California Association of REALTORS®
610 South Vigil Avenue, Los Angeles, California 90010
PLD REVISED 11/10 (PAGE 2 OF 2)

Reviewed by _____ Date _____



MAR-7-2013 11:12 FROM:

DocuSign Envelope ID: FVA2U008-V70P-7U0U7-0000-00000000
EnvelopePDF.aspx

TO: 15105312931

P.10/10

https://www.docuSign.com/number/EnvelopePDF.aspx?showdoc...

CH • 070105

I have received a copy of the following booklet from the Broker(s) in this transaction: "Combined Hazards Book" a combination of Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants" including toxic mold, "Protect Your Family From Lead in Your Home", and "The Homeowner's Guide to Earthquake Safety" including natural gas safety.

Property Address: _____

Date: _____

Buyer/Seller Signature: _____

Selling Broker: _____

Selling Agent: _____

Buyer/Seller Printed Name: _____

Listing Broker: _____

Listing Agent: _____

Time: _____

TO WHOM IT MAY CONCERN

CH • 070105

I have received a copy of the following booklet from the Broker(s) in this transaction: "Combined Hazards Book" a combination of Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants" including toxic mold, "Protect Your Family From Lead in Your Home", and "The Homeowner's Guide to Earthquake Safety" including natural gas safety.

Property Address: 341 Sommers Road, Oakland, CA 94611

Date: 3/6/2013

Buyer Signature: *[Signature]*

Selling Broker: *[Signature]* acm for acm

Selling Agent: *[Signature]*

Buyer Signature: _____

Listing Broker: _____

Listing Agent: _____

Time: _____

3/7/13 9:23 AM

#11



CITY OF OAKLAND
P.O. BOX 70243, OAKLAND, CALIFORNIA 94612-0243

Community and Economic Development Agency
Rent Adjustment Program

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

NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM

The City of Oakland has a Residential Rent Adjustment Program ("RAP") (Chapter 8.22 of the Oakland Municipal Code) that covers most residential rental units built before 1983. It does not apply to units rented under section 8, most single family dwellings and condominiums and some other types of units. For more information on which units are covered, call the RAP office. This Program limits rent increases and some changes in terms of tenancy for covered residential rental property in Oakland.

You have a right to file a petition with the RAP to contest a rent increase that is greater than the annual general rent increase (the CPI increase). A landlord can increase rent more than the CPI rate, but with some limits, for: capital improvements, operating expense increases, debt service, and deferred annual rent increases. You can also complain about other violations of the Rent Adjustment Ordinance. The landlord must provide you with a written summary of the reasons for any increase greater than the CPI rate if you request one in writing.

If there is a decrease in the housing services provided to you, this may be considered an increase in your rent. A decrease in housing service includes substantial problems with the condition of a unit.

To contest a rent increase, you must file a petition with the RAP using the Rent Program's form, within sixty (60) days after first receiving written notice of the RAP or within sixty (60) days of receiving a notice of rent increase or change in terms of tenancy, whichever is later. You can obtain information and the petition forms from the Rent Adjustment Program office or online at <http://www.oaklandnet.com/government/hcd/rentboard/tenant.html>

If you contest a rent increase, you must pay your rent, with the contested increase, until you file a petition. After you file your petition, you may pay only the portion of the increase due to the CPI Rent Adjustment percentage if the CPI increase amount has been stated on the notice of rent increase. If it has not been stated separately, you may pay only the rent you were paying before the notice of rent increase. If the increase is approved and you did not pay the increase as noticed, you will owe the amount of the increase retroactive to the date it would have been effective under the notice.

Eviction controls are in effect in the City of Oakland (the Just Cause for Eviction Ordinance, O.M.C. 8.22.200, et seq.). You cannot be arbitrarily evicted if your rental unit is covered by the Just Cause for Eviction Ordinance. For more information call the Rent Adjustment Office.

Oakland charges landlords a Rent Program Service Fee of \$30 per unit per year. If the landlord pays the fee on time, the landlord is entitled to get half of the fee (\$15) per unit from you. The \$15 you pay for the annual fee is not part of the rent.

The Nuisance Eviction Ordinance (O.M.C. Chapter 8.23) may require that a tenant who commits or permits certain illegal acts in the Rental Unit or on the land on which the unit is located or in the common areas of the rental complex, must be evicted. If the owner does not evict, the City Attorney may do so.

TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit 341, the unit you plan 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 the tenant's building, attach a list of units in which smoking is permitted.)
- Smoking is PROHIBITED in all common areas, both indoors and outdoors.
- There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at _____

I received a copy of this notice on _____



此份屬僑 (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.

Bản Thông Báo quyền lợi của người thuê ở trong Oakland này cũng có bằng tiếng Việt. Nếu cần một bản sao, xin gọi (510) 238-3721.

6 pages

HISTORICAL TENANT LEDGER

11/13/18

NAME : Lisa Souriya & Kevin Benafield
 ADDRESS : 341 Somerset Road
 : Oakland, Ca. 94611
 CODE : Souriy
 UNIT : 11 - 41

RENT : 1,299.95
 DEPOSIT : 1,200.00
 MOVE IN DATE : 03/07/13
 DUE DAY : 1
 TELEPHONE : 510-610-9778

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
	Balance Forward			0.00
03/08/13	Security Deposit	1,200.00		1,200.00
03/08/13	Pro-rated Rent	960.00		2,160.00
03/08/13	Cashiers Ck#12604507		1,200.00	960.00
03/08/13	Cashiers Ck#12604508		960.00	0.00
03/12/13	1/2 RAP City of Oakland	15.00		15.00
04/01/13	Rent	1,200.00		1,215.00
04/06/13	Late Fee	120.00		1,335.00
04/19/13	Garbage Apr-May-June	85.89		1,420.89
04/22/13	Cashiers Ck#12604617		960.00	460.89
04/22/13	Cashiers Ck#12604618		240.00	220.89
05/01/13	Rent	1,200.00		1,420.89
05/03/13	CK#1353		1,200.00	220.89
05/17/13	Late fee ck NSF	120.00		340.89
05/17/13	Ck#1353		-1,200.00	1,540.89
05/21/13	Cashiers Ck#12604710		15.00	1,525.89
05/21/13	Cashiers Ck#12604708		1,200.00	325.89
05/21/13	Cashiers Ck#12604709		85.89	240.00
06/01/13	Rent	1,200.00		1,440.00
06/12/13	Cashiers Ck#3903713		1,200.00	240.00
07/01/13	Rent	1,200.00		1,440.00
07/11/13	Late Fee	120.00		1,560.00
07/22/13	Cashiers Ck#3903759		1,200.00	360.00
07/26/13	Waste Mgmt Jul. Aug Sept.	88.36		448.36
08/01/13	Rent	1,200.00		1,648.36
08/06/13	Late Fee	120.00		1,768.36
08/13/13	Cashiers CK#3903812		1,200.00	568.36
08/13/13	Cashiers CK#3903760		85.89	482.47
09/01/13	Rent	1,200.00		1,682.47
09/03/13	Cashiers CK#3903913		1,200.00	482.47
09/03/13	Cashiers CK#3903914		2.47	480.00

2

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
09/09/13	MO#1956511293		700.00	-220.00
09/13/13	Late fee adj	-480.00		-700.00
10/01/13	Rent	1,200.00		500.00
10/01/13	Cashiers Ck#1113907		500.00	0.00
10/01/13	Cashiers CK#1113908		88.36	-88.36
10/04/13	Trash Oct-Nov-Dec 2013	88.35		-.01
11/01/13	Rent	1,200.00		1,199.99
11/04/13	Ck#1151		1,200.00	-.01
12/01/13	Rent	1,200.00		1,199.99
12/03/13	CK#1155		1,200.00	-.01
01/01/14	Rent	1,200.00		1,199.99
01/02/14	CK#1156		1,200.00	-.01
01/28/14	Trash Jan-Feb-Mar	88.35		88.34
02/01/14	Rent	1,200.00		1,288.34
02/03/14	Ck#1160		1,288.35	-.01
02/12/14	1/2 RAP City of Oakland	15.00		14.99
03/01/14	Rent	1,200.00		1,214.99
03/03/14	Ck#1161		1,214.99	0.00
04/01/14	Rent	1,200.00		1,200.00
04/01/14	CK#1166		1,200.00	0.00
04/08/14	Trash Apr-May-June	88.35		88.35
05/01/14	Rent	1,225.00		1,313.35
05/02/14	CK#1167		1,313.35	0.00
06/01/14	Rent	1,225.00		1,225.00
06/02/14	Ck#1170		1,225.00	0.00
07/01/14	Rent	1,225.00		1,225.00
07/02/14	Ck#1173		1,225.00	0.00
07/14/14	Trash July-Aug-Sept	89.40		89.40
08/01/14	Rent	1,225.00		1,314.40
08/01/14	Ck#1176		1,314.40	0.00
09/01/14	Rent	1,225.00		1,225.00
09/02/14	Ck#1177		1,225.00	0.00
10/01/14	Rent	1,225.00		1,225.00
10/03/14	Ck#1180		1,225.00	0.00

000340

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
10/09/14	Trash Oct-Nov-Dec	89.40		89.40
11/01/14	Rent	1,225.00		1,314.40
11/04/14	Ck#1181		1,314.40	0.00
12/01/14	Rent	1,225.00		1,225.00
12/02/14	Toilet Seat	-6.26		1,218.74
12/02/14	Ck#1183		1,218.74	0.00
01/01/15	Rent	1,225.00		1,225.00
01/02/15	CK#1185		1,225.00	0.00
01/08/15	Trash Jan-Feb-March	49.55		49.55
02/01/15	Rent	1,225.00		1,274.55
02/02/15	Ck#1187		1,274.55	0.00
03/01/15	Rent	1,225.00		1,225.00
03/02/15	CK#1188		1,225.00	0.00
03/16/15	1/2 RAP City of Oakland	15.00		15.00
04/01/15	Rent	1,225.00		1,240.00
04/01/15	CK#1189		1,240.00	0.00
04/10/15	Trash Apr-May-June	66.63		66.63
05/01/15	Rent	1,225.00		1,291.63
05/01/15	CK#1190		1,291.63	0.00
06/01/15	Rent	1,225.00		1,225.00
06/01/15	Ck#1194		1,225.00	0.00
07/01/15	Rent	1,225.00		1,225.00
07/01/15	CK#1195		1,225.00	0.00
07/08/15	Trash Jul-Aug-Sept	96.30		96.30
08/01/15	Rent	1,225.00		1,321.30
08/03/15	CK#1198		1,225.00	96.30
09/01/15	Rent	1,225.00		1,321.30
09/01/15	CK#1199		1,321.30	0.00
10/01/15	Rent	1,225.00		1,225.00
10/01/15	CK#1200		1,225.00	0.00
10/08/15	Trash Oct-Nov-Dec 2015	96.30		96.30
11/01/15	Rent	1,225.00		1,321.30
11/02/15	CK#1202		1,321.30	0.00
12/01/15	Rent	1,225.00		1,225.00

4

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
12/01/15	Ck#1203		1,225.00	0.00
01/01/16	Rent	1,245.82		1,245.82
01/04/16	CK#1205		1,245.86	-.04
01/06/16	Trash Jan-Feb-March	96.30		96.26
02/01/16	Rent	1,245.82		1,342.08
02/01/16	Ck#1206		1,342.12	-.04
03/01/16	Rent	1,245.82		1,245.78
03/01/16	CK#1207		1,245.86	-.08
04/01/16	Rent	1,245.82		1,245.74
04/01/16	Ck#1210		1,245.86	-.12
04/05/16	Trash Apr-May-June	96.30		96.18
04/15/16	1/2 RAP Fee	15.00		111.18
05/01/16	Rent	1,245.82		1,357.00
05/02/16	CK#1211		1,357.16	-.16
06/01/16	Rent	1,245.82		1,245.66
06/01/16	CK#1213		1,245.86	-.20
07/01/16	Rent	1,245.82		1,245.62
07/01/16	CK#1215		1,245.86	-.24
07/08/16	Trash July-Aug-Sept	106.56		106.32
08/01/16	Rent	1,245.82		1,352.14
08/02/16	CK#1119118		1,245.86	106.28
09/01/16	Rent	1,245.82		1,352.10
09/01/16	Ck#1001		1,352.14	-.04
10/01/16	Rent	1,245.82		1,245.78
10/03/16	CK#1002		1,245.86	-.08
10/12/16	Trash Oct-Nov-Dec	106.56		106.48
11/01/16	Rent	1,245.82		1,352.30
11/01/16	CK#1004		1,352.34	-.04
12/01/16	Rent	1,245.82		1,245.78
12/01/16	Ck#1006		1,245.86	-.08
01/01/17	Rent	1,270.73		1,270.65
01/02/17	CK#1007		1,270.73	-.08
01/04/17	Trash Jan-Feb-March	106.56		106.48
02/01/17	Rent	1,270.73		1,377.21

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
02/01/17	Ck#1008		1,377.21	0.00
03/01/17	Rent	1,270.73		1,270.73
03/01/17	Ck#1009		1,270.73	0.00
03/13/17	RAP Fees 1/2	34.00		34.00
04/01/17	Rent	1,270.73		1,304.73
04/03/17	CK#1010		1,304.73	0.00
04/06/17	Trash Apr-May-June	106.56		106.56
05/01/17	Rent	1,270.73		1,377.29
05/01/17	Ck#1011		1,377.29	0.00
06/01/17	Rent	1,270.73		1,270.73
06/02/17	Ck#1012		1,270.73	0.00
07/01/17	Rent	1,270.73		1,270.73
07/03/17	CK#1015		1,270.73	0.00
07/07/17	Trash Jul-Aug-Sept	118.23		118.23
08/01/17	Rent	1,270.73		1,388.96
08/01/17	Ck#1017		1,388.96	0.00
09/01/17	Rent	1,270.73		1,270.73
09/05/17	Ck#1018		1,270.73	0.00
10/01/17	Rent	1,270.73		1,270.73
10/02/17	Ck#1019		1,270.73	0.00
10/03/17	Trash Oct-Nov-Dec	118.23		118.23
11/01/17	Rent	1,270.73		1,388.96
11/03/17	Ck#1021		1,388.96	0.00
12/01/17	Rent	1,270.73		1,270.73
12/05/17	Ck#1024		1,270.73	0.00
01/01/18	Rent	1,299.95		1,299.95
01/02/18	Ck#1022		1,299.95	0.00
01/03/18	Trash Jan-Feb-March	118.23		118.23
02/01/18	Rent	1,299.95		1,418.18
02/01/18	Ck#1023		1,418.18	0.00
02/07/18	1/2 Rent Adjust. Prog.	34.00		34.00
03/01/18	Rent	1,299.95		1,333.95
03/05/18	Ck#1025		1,333.95	0.00
04/01/18	Rent	1,299.95		1,299.95

8

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
04/02/18	Ck#1026		1,333.95	-34.00
04/09/18	Trash Apr-May-June	118.23		84.23
05/01/18	Rent	1,299.95		1,384.18
05/01/18	Ck#1028		1,384.18	0.00
06/01/18	Rent	1,299.95		1,299.95
06/01/18	Ck#1030		1,299.95	0.00
07/01/18	Rent	1,299.95		1,299.95
07/02/18	Ck#1032		1,299.95	0.00
07/06/18	Trash Jul-Aug-Sept	149.82		149.82
08/01/18	Rent	1,299.95		1,449.77
08/01/18	Ck#1033		1,424.57	25.20
09/01/18	Rent	1,299.95		1,325.15
09/04/18	Shower head	-43.07		1,282.08
09/04/18	Ck#1034		1,256.88	25.20
10/01/18	Rent	1,299.95		1,325.15
10/01/18	Ck#1035		1,299.95	25.20
10/03/18	Trash Oct-Nov-Dec	124.62		149.82

HISTORICAL TENANT LEDGER

11/13/18

NAME : Lisa Souriya & Kevin Benafield
 ADDRESS : 341 Somerset Road
 : Oakland, Ca. 94611
 CODE : Souriy
 UNIT : 11 - 41

RENT : 1,299.95
 DEPOSIT : 1,200.00
 MOVE IN DATE : 03/07/13
 DUE DAY : 1
 TELEPHONE : 510-610-9778

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
	Balance Forward			0.00
03/08/13	Security Deposit	1,200.00		1,200.00
03/08/13	Pro-rated Rent	960.00		2,160.00
03/08/13	Cashiers Ck#12604507		1,200.00	960.00
03/08/13	Cashiers Ck#12604508		960.00	0.00
03/12/13	1/2 RAP City of Oakland	15.00		15.00
04/01/13	Rent	1,200.00		1,215.00
04/06/13	Late Fee	120.00		1,335.00
04/19/13	Garbage Apr-May-June	85.89		1,420.89
04/22/13	Cashiers Ck#12604617		960.00	460.89
04/22/13	Cashiers Ck#12604618		240.00	220.89
05/01/13	Rent	1,200.00		1,420.89
05/03/13	CK#1353		1,200.00	220.89
05/17/13	Late fee ck NSF	120.00		340.89
05/17/13	Ck#1353		-1,200.00	1,540.89
05/21/13	Cashiers Ck#12604710		15.00	1,525.89
05/21/13	Cashiers Ck#12604708		1,200.00	325.89
05/21/13	Cashiers Ck#12604709		85.89	240.00
06/01/13	Rent	1,200.00		1,440.00
06/12/13	Cashiers Ck#3903713		1,200.00	240.00
07/01/13	Rent	1,200.00		1,440.00
07/11/13	Late Fee	120.00		1,560.00
07/22/13	Cashiers Ck#3903759		1,200.00	360.00
07/26/13	Waste Mgmt Jul Aug Sept	88.36		448.36
08/01/13	Rent	1,200.00		1,648.36
08/06/13	Late Fee	120.00		1,768.36
08/13/13	Cashiers CK#3903812		1,200.00	568.36
08/13/13	Cashiers CK#3903760		85.89	482.47
09/01/13	Rent	1,200.00		1,682.47
09/03/13	Cashiers CK#3903913		1,200.00	482.47
09/03/13	Cashiers CK#3903914		2.47	480.00

000345

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
09/09/13	MO#1956511293		700.00	-220.00
09/13/13	Late fee adj	-480.00		-700.00
10/01/13	Rent	1,200.00		500.00
10/01/13	Cashiers Ck#1113907		500.00	0.00
10/01/13	Cashiers CK#1113908		88.36	-88.36
10/04/13	Trash Oct-Nov-Dec 2013	88.35		-.01
11/01/13	Rent	1,200.00		1,199.99
11/04/13	Ck#1151		1,200.00	-.01
12/01/13	Rent	1,200.00		1,199.99
12/03/13	CK#1155		1,200.00	-.01
01/01/14	Rent	1,200.00		1,199.99
01/02/14	CK#1156		1,200.00	-.01
01/28/14	Trash Jan-Feb-Mar	88.35		88.34
02/01/14	Rent	1,200.00		1,288.34
02/03/14	Ck#1160		1,288.35	-.01
02/12/14	1/2 RAP City of Oakland	15.00		14.99
03/01/14	Rent	1,200.00		1,214.99
03/03/14	Ck#1161		1,214.99	0.00
04/01/14	Rent	1,200.00		1,200.00
04/01/14	CK#1166		1,200.00	0.00
04/08/14	Trash Apr-May-June	88.35		88.35
05/01/14	Rent	1,225.00		1,313.35
05/02/14	CK#1167		1,313.35	0.00
06/01/14	Rent	1,225.00		1,225.00
06/02/14	Ck#1170		1,225.00	0.00
07/01/14	Rent	1,225.00		1,225.00
07/02/14	Ck#1173		1,225.00	0.00
07/14/14	Trash July-Aug-Sept	89.40		89.40
08/01/14	Rent	1,225.00		1,314.40
08/01/14	Ck#1176		1,314.40	0.00
09/01/14	Rent	1,225.00		1,225.00
09/02/14	Ck#1177		1,225.00	0.00
10/01/14	Rent	1,225.00		1,225.00
10/03/14	Ck#1180		1,225.00	0.00

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
10/09/14	Trash Oct-Nov-Dec	89.40		89.40
11/01/14	Rent	1,225.00		1,314.40
11/04/14	Ck#1181		1,314.40	0.00
12/01/14	Rent	1,225.00		1,225.00
12/02/14	Toilet Seat	-6.26		1,218.74
12/02/14	Ck#1183		1,218.74	0.00
01/01/15	Rent	1,225.00		1,225.00
01/02/15	CK#1185		1,225.00	0.00
01/08/15	Trash Jan-Feb-March	49.55		49.55
02/01/15	Rent	1,225.00		1,274.55
02/02/15	Ck#1187		1,274.55	0.00
03/01/15	Rent	1,225.00		1,225.00
03/02/15	Ck#1188		1,225.00	0.00
03/16/15	1/2 RAP City of Oakland	15.00		15.00
04/01/15	Rent	1,225.00		1,240.00
04/01/15	CK#1189		1,240.00	0.00
04/10/15	Trash Apr-May-June	66.63		66.63
05/01/15	Rent	1,225.00		1,291.63
05/01/15	CK#1190		1,291.63	0.00
06/01/15	Rent	1,225.00		1,225.00
06/01/15	Ck#1194		1,225.00	0.00
07/01/15	Rent	1,225.00		1,225.00
07/01/15	CK#1195		1,225.00	0.00
07/08/15	Trash Jul-Aug-Sept	96.30		96.30
08/01/15	Rent	1,225.00		1,321.30
08/03/15	CK#1198		1,225.00	96.30
09/01/15	Rent	1,225.00		1,321.30
09/01/15	CK#1199		1,321.30	0.00
10/01/15	Rent	1,225.00		1,225.00
10/01/15	CK#1200		1,225.00	0.00
10/08/15	Trash Oct-Nov-Dec 2015	96.30		96.30
11/01/15	Rent	1,225.00		1,321.30
11/02/15	CK#1202		1,321.30	0.00
12/01/15	Rent	1,225.00		1,225.00

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
12/01/15	Ck#1203		1,225.00	0.00
01/01/16	Rent	1,245.82		1,245.82
01/04/16	CK#1205		1,245.86	-.04
01/06/16	Trash Jan-Feb-March	96.30		96.26
02/01/16	Rent	1,245.82		1,342.08
02/01/16	Ck#1206		1,342.12	-.04
03/01/16	Rent	1,245.82		1,245.78
03/01/16	CK#1207		1,245.86	-.08
04/01/16	Rent	1,245.82		1,245.74
04/01/16	Ck#1210		1,245.86	-.12
04/05/16	Trash Apr-May-June	96.30		96.18
04/15/16	1/2 RAP Fee	15.00		111.18
05/01/16	Rent	1,245.82		1,357.00
05/02/16	CK#1211		1,357.16	-.16
06/01/16	Rent	1,245.82		1,245.66
06/01/16	CK#1213		1,245.86	-.20
07/01/16	Rent	1,245.82		1,245.62
07/01/16	CK#1215		1,245.86	-.24
07/08/16	Trash July-Aug-Sept	106.56		106.32
08/01/16	Rent	1,245.82		1,352.14
08/02/16	CK#1119118		1,245.86	106.28
09/01/16	Rent	1,245.82		1,352.10
09/01/16	Ck#1001		1,352.14	-.04
10/01/16	Rent	1,245.82		1,245.78
10/03/16	CK#1002		1,245.86	-.08
10/12/16	Trash Oct-Nov-Dec	106.56		106.48
11/01/16	Rent	1,245.82		1,352.30
11/01/16	CK#1004		1,352.34	-.04
12/01/16	Rent	1,245.82		1,245.78
12/01/16	Ck#1006		1,245.86	-.08
01/01/17	Rent	1,270.73		1,270.65
01/02/17	CK#1007		1,270.73	-.08
01/04/17	Trash Jan-Feb-March	106.56		106.48
02/01/17	Rent	1,270.73		1,377.21

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
02/01/17	Ck#1008		1,377.21	0.00
03/01/17	Rent	1,270.73		1,270.73
03/01/17	Ck#1009		1,270.73	0.00
03/13/17	RAP Fees 1/2	34.00		34.00
04/01/17	Rent	1,270.73		1,304.73
04/03/17	CK#1010		1,304.73	0.00
04/06/17	Trash Apr-May-June	106.56		106.56
05/01/17	Rent	1,270.73		1,377.29
05/01/17	Ck#1011		1,377.29	0.00
06/01/17	Rent	1,270.73		1,270.73
06/02/17	Ck#1012		1,270.73	0.00
07/01/17	Rent	1,270.73		1,270.73
07/03/17	CK#1015		1,270.73	0.00
07/07/17	Trash Jul-Aug-Sept	118.23		118.23
08/01/17	Rent	1,270.73		1,388.96
08/01/17	Ck#1017		1,388.96	0.00
09/01/17	Rent	1,270.73		1,270.73
09/05/17	Ck#1018		1,270.73	0.00
10/01/17	Rent	1,270.73		1,270.73
10/02/17	Ck#1019		1,270.73	0.00
10/03/17	Trash Oct-Nov-Dec	118.23		118.23
11/01/17	Rent	1,270.73		1,388.96
11/03/17	Ck#1021		1,388.96	0.00
12/01/17	Rent	1,270.73		1,270.73
12/05/17	Ck#1024		1,270.73	0.00
01/01/18	Rent	1,299.95		1,299.95
01/02/18	Ck#1022		1,299.95	0.00
01/03/18	Trash Jan-Feb-March	118.23		118.23
02/01/18	Rent	1,299.95		1,418.18
02/01/18	Ck#1023		1,418.18	0.00
02/07/18	1/2 Rent Adjust. Prog.	34.00		34.00
03/01/18	Rent	1,299.95		1,333.95
03/05/18	Ck#1025		1,333.95	0.00
04/01/18	Rent	1,299.95		1,299.95

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
04/02/18	Ck#1026		1,333.95	-34.00
04/09/18	Trash Apr-May-June	118.23		84.23
05/01/18	Rent	1,299.95		1,384.18
05/01/18	Ck#1028		1,384.18	0.00
06/01/18	Rent	1,299.95		1,299.95
06/01/18	Ck#1030		1,299.95	0.00
07/01/18	Rent	1,299.95		1,299.95
07/02/18	Ck#1032		1,299.95	0.00
07/06/18	Trash Jul-Aug-Sept	149.82		149.82
08/01/18	Rent	1,299.95		1,449.77
08/01/18	Ck#1033		1,424.57	25.20
09/01/18	Rent	1,299.95		1,325.15
09/04/18	Shower head	-43.07		1,282.08
09/04/18	Ck#1034		1,256.88	25.20
10/01/18	Rent	1,299.95		1,325.15
10/01/18	Ck#1035		1,299.95	25.20
10/03/18	Trash Oct-Nov-Dec	124.62		149.82

HISTORICAL TENANT LEDGER

11/13/18

NAME : Dylan Wood
 ADDRESS : 343 Somerset Road
 : Oakland, Ca. 94611
 CODE : Dylan
 UNIT : 11 - 43

RENT : 1,898.00
 DEPOSIT : 1,800.00
 MOVE IN DATE : 04/25/16
 DUE DAY : 1
 TELEPHONE : 612-751-4391

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
	Balance Forward			0.00
04/20/16	Deposit	1,800.00		1,800.00
04/20/16	Rent 4/25/16 - 4/30/16	360.00		2,160.00
04/20/16	Cashiers Ck#1112905137		1,800.00	360.00
04/20/16	Cashiers Ck#1112905217		2,160.00	-1,800.00
05/01/16	Rent	1,800.00		0.00
06/01/16	Rent	1,800.00		1,800.00
06/02/16	Cashiers Ck#1112905532		1,800.00	0.00
07/01/16	Rent	1,800.00		1,800.00
07/01/16	Cashiers Ck#0864005320		1,800.00	0.00
07/08/16	Trash July-Aug-Sept	106.56		106.56
08/01/16	Rent	1,800.00		1,906.56
08/01/16	CK#0864005497		1,800.00	106.56
09/01/16	Rent	1,800.00		1,906.56
09/02/16	Cashiers Ck#0864005740		1,906.56	0.00
10/01/16	Rent	1,800.00		1,800.00
10/04/16	Ck#0009940960		1,800.00	0.00
10/12/16	Trash Oct-Nov-Dec	106.56		106.56
11/01/16	Rent	1,800.00		1,906.56
11/01/16	CK#0019807263		1,800.00	106.56
12/01/16	Rent	1,800.00		1,906.56
12/06/16	Ck#0040691933		1,800.00	106.56
01/01/17	Rent	1,800.00		1,906.56
01/04/17	Trash Jan-Feb-March	106.56		2,013.12
01/05/17	Cashiers Ck#0864006599		1,906.56	106.56
02/01/17	Rent	1,800.00		1,906.56
02/01/17	Ck#0056981034		1,906.56	0.00

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
03/01/17	Rent	1,800.00		1,800.00
03/02/17	Ck#0065332888		1,800.00	0.00
03/13/17	RAP Fees 1/2	34.00		34.00
04/01/17	Rent	1,800.00		1,834.00
04/03/17	CK#0074495672		1,834.00	0.00
04/06/17	Trash Apr-May-June	106.56		106.56
05/01/17	Rent	1,836.00		1,942.56
05/01/17	Ck#501160001		1,834.00	108.56
06/01/17	Rent	1,836.00		1,944.56
06/05/17	Ck#506553201		1,834.00	110.56
07/01/17	Rent	1,836.00		1,946.56
07/03/17	Ck#511087681		1,834.00	112.56
07/07/17	Trash Jul-Aug-Sept	118.23		230.79
08/01/17	Rent	1,836.00		2,066.79
08/01/17	Ck#515983156		2,066.79	0.00
09/01/17	Rent	1,836.00		1,836.00
09/05/17	Ck#520763077		1,836.00	0.00
10/01/17	Rent	1,836.00		1,836.00
10/02/17	Ck#525432432		1,836.00	0.00
10/03/17	Trash Oct-Nov-Dec	118.23		118.23
11/01/17	Rent	1,836.00		1,954.23
11/01/17	Ck#530978813		1,836.00	118.23
12/01/17	Rent	1,836.00		1,954.23
12/01/17	Ck#535588026		1,836.00	118.23
01/01/18	Rent	1,836.00		1,954.23
01/02/18	Ck#540075691		1,836.00	118.23
01/03/18	Trash Jan-Feb-March	118.23		236.46
02/01/18	Rent	1,836.00		2,072.46
02/01/18	Ck#545494617		1,836.00	236.46
02/07/18	1/2 Rent Adjust. Prog.	34.00		270.46
03/01/18	Rent	1,836.00		2,106.46
03/05/18	Ck#550080698		1,836.00	270.46
04/01/18	Rent	1,836.00		2,106.46

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
04/02/18	Ck#554896997		1,836.00	270.46
04/09/18	Trash Apr-May-June	118.23		388.69
05/01/18	Rent	1,836.00		2,224.69
05/04/18	Ck#560436579		2,224.69	0.00
06/01/18	Rent	1,836.00		1,836.00
06/01/18	Ck#564723322		1,836.00	0.00
07/01/18	Rent	1,836.00		1,836.00
07/02/18	Ck#569040775		1,836.00	0.00
07/06/18	Trash Jul-Aug-Sept	149.82		149.82
08/01/18	Rent	1,836.00		1,985.82
08/01/18	Ck#574277751		1,836.00	149.82
09/01/18	Rent	1,836.00		1,985.82
09/04/18	Ck#579071396		1,836.00	149.82
10/01/18	Rent	1,898.00		2,047.82
10/02/18	Ck#583816009		1,836.00	211.82
10/03/18	Trash Oct-Nov-Dec	124.62		336.44
10/23/18	Ck#587161960		336.44	0.00

HISTORICAL TENANT LEDGER

11/13/18

NAME : John Villa
 ADDRESS : 345 Somerset Road
 : Oakland, CA 94611
 CODE : 11b4
 UNIT : 11 - 45

RENT : 1,165.18
 DEPOSIT : 1,025.00
 MOVE IN DATE : 12/11/09
 DUE DAY : 1
 TELEPHONE : 650-224-6311

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
12/11/09	Balance Forward			0.00
	Security Deposit	1,025.00		1,025.00
12/11/09	Rent	683.40		1,708.40
12/14/09	CashiersCk#400676901		1,025.00	683.40
12/17/09	MO#3038489		1,025.00	-341.60
01/01/10	Rent	1,025.00		683.40
01/05/10	ck 1539		683.40	0.00
01/07/10	WM Jan Feb March	60.90		60.90
02/01/10	Rent	1,025.00		1,085.90
02/09/10	Ck#1540		1,085.90	0.00
02/25/10	City of Oak Rent Program	15.00		15.00
03/01/10	Rent	1,025.00		1,040.00
03/08/10	Ck#1471		1,025.00	15.00
04/01/10	Rent	1,025.00		1,040.00
04/05/10	Ck#1473		1,040.00	0.00
04/12/10	Waste Mgmt Apr May June	60.90		60.90
05/01/10	Rent	1,025.00		1,085.90
05/05/10	Ck#1475		1,045.00	40.90
05/11/10	EBMUD 12/17/09-02/22/10	89.78		130.68
05/11/10	EBMUD 02/22/10-4/21/10	116.25		246.93
06/01/10	Rent	1,025.00		1,271.93
06/07/10	Ck#1480		1,025.00	246.93
06/07/10	Ck#1477		246.93	0.00
07/01/10	Rent	1,025.00		1,025.00
07/06/10	Ck#1476		1,025.00	0.00
07/20/10	Waste Mgmt Jul Aug Sept	61.89		61.89
08/01/10	Rent	1,025.00		1,086.89
08/06/10	Ck#1462		1,045.00	41.89

000354

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
09/01/10	Rent	1,025.00		1,066.89
09/07/10	Ck#1542		1,066.89	0.00
10/01/10	Rent	1,025.00		1,025.00
10/06/10	Ck#1572		1,025.00	0.00
10/13/10	Waste Mgmt Oct Nov Dec	61.89		61.89
11/01/10	Rent	1,025.00		1,086.89
11/09/10	Ck#1573		1,025.00	61.89
12/01/10	Rent	1,025.00		1,086.89
12/06/10	Ck#1574		1,086.89	0.00
01/01/11	Rent	1,025.00		1,025.00
01/07/11	Ck#1575		1,025.00	0.00
01/24/11	Waste Mgmt Jan Feb March	61.89		61.89
02/01/11	Rent	1,025.00		1,086.89
02/07/11	Ck#1576		1,086.89	0.00
03/01/11	Rent	1,025.00		1,025.00
03/03/11	Ck#1578		1,025.00	0.00
03/30/11	1/2 RAP City of Oakland	15.00		15.00
04/01/11	Rent	1,025.00		1,040.00
04/07/11	Ck#1581		1,025.00	15.00
04/13/11	Waste Mgmt Apr May June	61.89		76.89
05/01/11	Rent	1,025.00		1,101.89
05/06/11	Ck#1582		1,101.89	0.00
06/01/11	Rent	1,025.00		1,025.00
06/06/11	Ck#1584		1,025.00	0.00
07/01/11	Rent	1,025.00		1,025.00
07/06/11	CK#1587		1,025.00	0.00
07/27/11	Waste Mgmt Jul Aug Sept	62.55		62.55
08/01/11	Rent	1,025.00		1,087.55
08/08/11	Ck#1590		1,025.00	62.55
09/01/11	Rent	1,025.00		1,087.55
09/06/11	Ck#1591		1,025.00	62.55
10/01/11	Rent	1,045.00		1,107.55
10/17/11	Waste Mgmt Oct Nov Dec	62.55		1,170.10

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
10/18/11	Ck#1543		1,045.00	125.10
10/18/11	Ck#1544		63.00	62.10
11/01/11	Rent	1,045.00		1,107.10
11/07/11	Ck#1001		1,107.10	0.00
12/01/11	Rent	1,045.00		1,045.00
12/07/11	Ck#1592		1,045.00	0.00
01/01/12	Rent	1,045.00		1,045.00
01/10/12	Waste Mgmt Jan Feb Mar	62.55		1,107.55
01/25/12	Ck#1003		1,045.00	62.55
02/01/12	Rent	1,045.00		1,107.55
02/06/12	Ck#1005		1,045.00	62.55
02/10/12	Rent Adj Program Fee	15.00		77.55
03/01/12	Rent	1,045.00		1,122.55
03/06/12	Ck#1006		1,107.50	15.05
04/01/12	Rent	1,045.00		1,060.05
04/12/12	Ck#1007		1,045.00	15.05
04/24/12	Waste Mgmt Apr May June	62.55		77.60
05/01/12	Rent	1,045.00		1,122.60
05/08/12	Ck#1008		1,060.05	62.55
06/01/12	Rent	1,045.00		1,107.55
06/06/12	Ck#1010		522.50	585.05
06/25/12	Ck#1011		522.50	62.55
07/01/12	Rent	1,045.00		1,107.55
07/16/12	Ck#1012		522.50	585.05
07/24/12	CK#1026		522.50	62.55
07/27/12	Waste Mgmt July Aug Sept	64.02		126.57
08/01/12	Rent	1,045.00		1,171.57
08/06/12	Ck#1027		1,045.00	126.57
08/21/12	Ck#1031		62.55	64.02
09/01/12	Rent	1,045.00		1,109.02
09/07/12	Ck#1033		1,045.00	64.02
10/01/12	Rent	1,045.00		1,109.02
10/08/12	Ck#1035		1,109.02	0.00
10/29/12	Waste Mgmt. Oct-Nov-Dec	64.02		64.02
11/01/12	Rent	1,045.00		1,109.02

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
11/06/12	Ck#1037		1,045.00	64.02
12/01/12	Rent	1,076.00		1,140.02
12/06/12	Ck#1039		1,077.00	63.02
01/01/13	Rent	1,076.00		1,139.02
01/07/13	Ck#1042		1,077.00	62.02
02/01/13	Rent	1,076.00		1,138.02
02/06/13	Ck#1046		1,138.02	0.00
03/01/13	Rent	1,076.00		1,076.00
03/07/13	Waste Mgmt. Jan-Feb-Mar	64.02		1,140.02
03/07/13	Ck#1049		1,077.00	63.02
03/12/13	1/2 RAP City of Oakland	15.00		78.02
04/01/13	Rent	1,076.00		1,154.02
04/08/13	Ck#1015		1,077.00	77.02
04/19/13	Garbage Apr-May-June	64.02		141.04
05/01/13	Rent	1,076.00		1,217.04
05/06/13	CK#1051		1,153.02	64.02
06/01/13	Rent	1,076.00		1,140.02
06/07/13	Ck#1052		1,077.00	63.02
06/24/13	Ck#1055		63.02	0.00
07/01/13	Rent	1,076.00		1,076.00
07/11/13	CK#1057		576.00	500.00
07/24/13	CK#1058		500.00	0.00
07/26/13	Waste Mgmt Jul Aug Sept	65.98		65.98
08/01/13	Rent	1,076.00		1,141.98
08/08/13	Ck#1060		500.00	641.98
08/26/13	Ck#1061		576.00	65.98
09/01/13	Rent	1,076.00		1,141.98
09/09/13	CK#1546		538.00	603.98
09/19/13	Ck#1547		538.00	65.98
10/01/13	Rent	1,076.00		1,141.98
10/04/13	Trash Oct-Nov-Dec 2013	65.97		1,207.95
10/11/13	Ck#1549		538.00	669.95
10/11/13	Ck#1064		65.00	604.95
10/30/13	Ck#1066		538.00	66.95
11/01/13	Rent	1,076.00		1,142.95

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
11/14/13	Adjustment		.98	1,141.97
11/15/13	CK#1067		538.00	603.97
12/01/13	Rent	1,076.00		1,679.97
12/03/13	Ck#1550		538.00	1,141.97
12/16/13	Ck#1551		538.00	603.97
12/30/13	Ck#1068		538.00	65.97
01/01/14	Rent	1,076.00		1,141.97
01/02/14	NSF Ck#1068		-538.00	1,679.97
01/10/14	Ck#1553		538.00	1,141.97
01/28/14	Trash Jan-Feb-Mar	65.97		1,207.94
01/30/14	Ck#1555		1,076.00	131.94
02/01/14	Rent	1,076.00		1,207.94
02/12/14	1/2 RAP City of Oakland	15.00		1,222.94
02/21/14	Ck#1556		850.00	372.94
02/26/14	CK#1557		291.97	80.97
03/01/14	Rent	1,076.00		1,156.97
03/21/14	Ck#1558		800.00	356.97
03/26/14	Ck#1559		357.00	-.03
04/01/14	Rent	1,076.00		1,075.97
04/08/14	Trash Apr-May-June	65.97		1,141.94
04/15/14	CK#1560		1,076.00	65.94
05/01/14	Rent	1,098.00		1,163.94
05/14/14	CK#1562		1,163.94	0.00
06/01/14	Rent	1,098.00		1,098.00
06/13/14	CK#1563		1,098.00	0.00
07/01/14	Rent	1,098.00		1,098.00
07/14/14	Trash July-Aug-Sept	66.63		1,164.63
07/16/14	Ck#1565		250.00	914.63
07/18/14	Ck#1566		848.00	66.63
08/01/14	Rent	1,098.00		1,164.63
08/11/14	Ck#1567		1,098.00	66.63
09/01/14	Rent	1,098.00		1,164.63
09/16/14	Ck#1570		1,098.00	66.63
10/01/14	Rent	1,098.00		1,164.63
10/09/14	Trash Oct-Nov-Dec	66.63		1,231.26
10/13/14	Ck#blank		1,164.63	66.63

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
11/01/14	Rent	1,098.00		1,164.63
11/12/14	CK#blank		1,164.63	0.00
12/01/14	Rent	1,098.00		1,098.00
12/12/14	Ck#blank		1,098.00	0.00
12/23/14	NSF Ck#blank		-1,098.00	1,098.00
12/24/14	Cashiers Ck#0000881357		1,098.00	0.00
01/01/15	Rent	1,098.00		1,098.00
01/08/15	Trash Jan-Feb-March	66.63		1,164.63
01/14/15	CK#blank		1,098.00	66.63
02/01/15	Rent	1,098.00		1,164.63
02/13/15	Ck#blank		1,164.63	0.00
03/01/15	Rent	1,098.00		1,098.00
03/12/15	CK#blank		1,098.00	0.00
03/16/15	1/2 RAP City of Oakland	15.00		15.00
03/16/15	NSF Ck#blank		-1,098.00	1,113.00
03/18/15	Cashiers Ck#0002303521		1,098.00	15.00
04/01/15	Rent	1,098.00		1,113.00
04/10/15	Trash Apr-May-June ;	66.63		1,179.63
04/14/15	CK#blank		1,098.00	81.63
05/01/15	Rent	1,098.00		1,179.63
05/15/15	Ck#1001		1,098.00	81.63
06/01/15	Rent	1,098.00		1,179.63
06/12/15	CK#1002		1,179.63	0.00
07/01/15	Rent	1,098.00		1,098.00
07/08/15	Trash Jul-Aug-Sept	96.30		1,194.30
07/13/15	CK#1005		1,098.00	96.30
08/01/15	Rent	1,098.00		1,194.30
08/06/15	Ck#1006		1,098.00	96.30
09/01/15	Rent	1,098.00		1,194.30
09/11/15	CK#0505		1,098.00	96.30
10/01/15	Rent	1,098.00		1,194.30
10/08/15	Trash Oct-Nov-Dec 2015	96.30		1,290.60
10/13/15	CK#1007		1,195.00	95.60
11/01/15	Rent	1,098.00		1,193.60

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
11/10/15	Ck#1479		1,098.00	95.60
12/01/15	Rent	1,098.00		1,193.60
12/14/15	CK#1003		1,098.00	95.60
01/01/16	Rent	1,116.66		1,212.26
01/06/16	Trash Jan-Feb-March	96.30		1,308.56
01/15/16	Ck#1002		1,115.60	192.96
02/01/16	Rent	1,116.66		1,309.62
02/09/16	CK#1004		1,117.72	191.90
03/01/16	Rent	1,116.66		1,308.56
03/14/16	CK#101		1,119.00	189.56
04/01/16	Rent	1,116.66		1,306.22
04/05/16	Trash Apr-May-June	96.30		1,402.52
04/11/16	CK#1594		1,308.56	93.96
04/15/16	1/2 RAP Fee	15.00		108.96
05/01/16	Rent	1,116.66		1,225.62
05/11/16	Ck#1596		1,117.00	108.62
06/01/16	Rent	1,116.66		1,225.28
06/14/16	Ck#1593		852.00	373.28
06/14/16	CK#104		265.00	108.28
07/01/16	Rent	1,116.66		1,224.94
07/12/16	Ck#1597		1,117.00	107.94
08/01/16	Rent	1,116.66		1,224.60
08/12/16	CK#1598		1,117.00	107.60
09/01/16	Rent	1,116.66		1,224.26
09/13/16	CK#1599		1,224.26	0.00
10/01/16	Rent	1,116.66		1,116.66
10/12/16	Trash Oct-Nov-Dec	106.56		1,223.22
10/13/16	CK#1600		1,117.00	106.22
11/01/16	Rent	1,116.66		1,222.88
11/15/16	Ck#1601		1,116.66	106.22
12/01/16	Rent	1,116.66		1,222.88
12/12/16	Ck#1602		1,116.66	106.22
01/01/17	Rent	1,138.99		1,245.21

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
01/04/17	Trash Jan-Feb-March	106.56		1,351.77
01/25/17	Ck#101		1,138.99	212.78
02/01/17	Rent	1,138.99		1,351.77
02/24/17	Ck#1006		1,138.99	212.78
03/01/17	Rent	1,138.99		1,351.77
03/13/17	RAP Fees 1/2	34.00		1,385.77
03/14/17	Ck#1604		1,138.99	246.78
04/01/17	Rent	1,138.99		1,385.77
04/06/17	Trash Apr-May-June	106.56		1,492.33
04/11/17	Ck#1605		1,279.38	212.95
05/01/17	Rent	1,138.99		1,351.94
05/08/17	CK#1607		1,138.99	212.95
05/19/17	Ck#1608		212.95	0.00
06/01/17	Rent	1,138.99		1,138.99
06/14/17	Ck#1610		1,140.00	-1.01
07/01/17	Rent	1,138.99		1,137.98
07/07/17	Trash Jul-Aug-Sept	118.23		1,256.21
07/11/17	Ck#1611		1,038.99	217.22
08/01/17	Rent	1,138.99		1,356.21
08/01/17	Ck#1612		100.00	1,256.21
08/09/17	Ck#1613		1,138.99	117.22
09/01/17	Rent	1,138.99		1,256.21
09/12/17	Ck#1615		1,138.99	117.22
10/01/17	Rent	1,138.99		1,256.21
10/03/17	Trash Oct-Nov-Dec	118.23		1,374.44
10/16/17	Ck#1616		1,138.99	235.45
10/23/17	Ck#1617		117.22	118.23
11/01/17	Rent	1,138.99		1,257.22
11/22/17	Ck#1622		1,038.99	218.23
12/01/17	Rent	1,138.99		1,357.22
12/15/17	Ck#1624		1,138.99	218.23
01/01/18	Rent	1,165.18		1,383.41
01/03/18	Trash Jan-Feb-March	118.23		1,501.64
01/11/18	Ck#1625		1,167.00	334.64
02/01/18	Rent	1,165.18		1,499.82

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
02/07/18	1/2 Rent Adjust. Prog.	34.00		1,533.82
02/15/18	Ck#1628		1,167.00	366.82
03/01/18	Rent	1,165.18		1,532.00
03/15/18	Ck#1661		1,167.00	365.00
04/01/18	Rent	1,165.18		1,530.18
04/09/18	Trash Apr-May-June	118.23		1,648.41
04/16/18	Ck#1663		1,166.00	482.41
05/01/18	Rent	1,165.18		1,647.59
05/10/18	Rent Credit for water	-100.00		1,547.59
05/24/18	Ck#1666		1,065.18	482.41
06/01/18	Rent	1,165.18		1,647.59
06/14/18	Ck#1669		1,165.18	482.41
07/01/18	Rent	1,165.18		1,647.59
07/06/18	Trash Jul-Aug-Sept	149.82		1,797.41
07/12/18	Ck#1672		1,167.00	630.41
08/01/18	Rent	1,165.18		1,795.59
08/14/18	CK#1675		1,166.00	629.59
09/01/18	Rent	1,165.18		1,794.77
09/14/18	Ck#1678		1,166.00	628.77
10/01/18	Rent	1,165.18		1,793.95
10/03/18	Trash Oct-Nov-Dec	124.62		1,918.57
10/04/18	Water leak credit	-216.25		1,702.32
10/04/18	Water leak overage credit		-216.25	1,918.57
10/12/18	Ck#1629		600.00	1,318.57
10/12/18	Ck#103		200.00	1,118.57
10/15/18	Ck#1630		366.00	752.57

HISTORICAL TENANT LEDGER

11/13/18

NAME : Richard Stahl
 ADDRESS : 347 Somerset Road
 : Oakland, CA 94611
 CODE : Stahl
 UNIT : 11 - 47

RENT : 1,177.92
 DEPOSIT : 1,000.00
 MOVE IN DATE : 10/01/04
 DUE DAY : 1
 TELEPHONE : 510 301 7369

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
	Balance Forward			0.00
09/29/04	Security Deposit	1,000.00		1,000.00
09/29/04	Ck#934		2,000.00	-1,000.00
10/01/04	Rent	1,000.00		0.00
10/08/04	WasteMgmt-Oct Nov Dec	69.54		69.54
11/01/04	Rent	1,000.00		1,069.54
11/01/04	Ck#941		69.54	1,000.00
11/05/04	Ck#943		1,000.00	0.00
12/01/04	Rent	1,000.00		1,000.00
12/06/04	Ck#973		1,000.00	0.00
01/01/05	Rent	1,000.00		1,000.00
01/05/05	Ck#960		1,000.00	0.00
01/13/05	WM JAN FEB MAR SERVICE	69.54		69.54
02/01/05	Rent	1,000.00		1,069.54
02/07/05	Ck#966		1,069.54	0.00
02/18/05	1/2 Oak.Prog.Service Fee	12.00		12.00
03/01/05	Rent	1,000.00		1,012.00
03/07/05	Ck#978		1,012.00	0.00
03/30/05	WM APR MAY JUN SERVICE	69.54		69.54
04/01/05	Rent	1,000.00		1,069.54
04/07/05	Reimb: Phone jack repair	-55.00		1,014.54
04/07/05	Ck#988		1,069.54	-55.00
04/07/05	Reimb: Phone Jack repair		-55.00	0.00
05/01/05	Rent	1,000.00		1,000.00
05/02/05	Ck#994		1,000.00	0.00
06/01/05	Rent	1,000.00		1,000.00
06/08/05	Ck#1000		1,000.00	0.00
07/01/05	Rent	1,000.00		1,000.00

000363

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
07/07/05	Ck#410489024		1,000.00	0.00
07/18/05	Waste Mgmt. Jul Aug Sept	74.46		74.46
08/01/05	Rent	1,000.00		1,074.46
08/09/05	Ck#1001		1,074.46	0.00
09/01/05	Rent	1,000.00		1,000.00
09/09/05	Ck#1005		1,000.00	0.00
10/01/05	Rent	1,019.00		1,019.00
10/06/05	Ck#1006		1,019.00	0.00
10/07/05	WM OCT NOV DEC	74.46		74.46
11/01/05	Rent	1,019.00		1,093.46
11/08/05	Ck#1007		1,019.00	74.46
12/01/05	Rent	1,019.00		1,093.46
12/06/05	Ck#1009		1,093.46	0.00
01/01/06	Rent	1,019.00		1,019.00
01/04/06	WM JAN FEB MAR	74.46		1,093.46
01/09/06	Ck#1012		1,019.00	74.46
02/01/06	Rent	1,019.00		1,093.46
02/08/06	Mouse trap reimb.	-7.36		1,086.10
02/08/06	Ck#1015		1,086.10	0.00
02/13/06	1/2 Annual Rent Serv.Fee	12.00		12.00
02/21/06	Reimb: PG&E overpaid	-1,266.65		-1,254.65
02/21/06	Reimb: PG&E 16 months		-1,266.65	12.00
03/01/06	Rent	1,019.00		1,031.00
03/07/06	PG&E Credit	-100.00		931.00
03/07/06	Ck#1016		919.00	12.00
03/17/06	PG&E 2/12/06-3/13/06	35.00		47.00
04/01/06	Rent	1,019.00		1,066.00
04/10/06	Waste Mgmt. Apr May June	74.46		1,140.46
04/11/06	PG&E credit	-100.00		1,040.46
04/11/06	Ck#1018		966.00	74.46
04/21/06	PG&E 3/14/06-4/11/06	35.00		109.46
05/01/06	Rent	1,019.00		1,128.46
05/05/06	Ck#1020		1,093.00	35.46
05/19/06	PG&E 4/12/06-5/12/06	35.00		70.46
06/01/06	Rent	1,019.00		1,089.46
06/13/06	Ck#1024		1,094.00	-4.54

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
06/20/06	PG&E 5/13/06-6/12/06	35.00		30.46
07/01/06	Rent	1,019.00		1,049.46
07/06/06	WM Jul Aug Sept	75.72		1,125.18
07/12/06	Ck#1025		1,049.00	76.18
07/27/06	PG&E 6/13/06-7/13/06	35.00		111.18
08/01/06	Rent	1,019.00		1,130.18
08/08/06	Ck#1028		1,095.18	35.00
08/16/06	PG&E 7/14/06-8/11/06	35.00		70.00
09/01/06	Rent	1,019.00		1,089.00
09/14/06	Reimb: Liquid Drain	-10.00		1,079.00
09/14/06	Ck#1030		1,079.00	0.00
09/20/06	PG&E 8/12/06-9/12/06	35.00		35.00
10/01/06	Rent	1,052.00		1,087.00
10/04/06	Waste Mgmt. Oct Nov Dec	75.72		1,162.72
10/06/06	Ck#1032		1,054.00	108.72
10/16/06	PG&E 9/13/06-10/11/06	35.00		143.72
11/01/06	Rent	1,052.00		1,195.72
11/09/06	Ck#1034		1,195.72	0.00
11/16/06	PG&E 10/12/06-11/09/06	35.00		35.00
12/01/06	Rent	1,052.00		1,087.00
12/12/06	Ck#1038		1,094.00	-7.00
12/18/06	PG&E 11/10/06-12/09/06	35.00		28.00
01/01/07	Rent	1,052.00		1,080.00
01/08/07	WM Jan Feb Mar	75.72		1,155.72
01/09/07	Ck#1040		1,080.00	75.72
01/22/07	PG&E 12/10/06-01/10/07	35.00		110.72
01/31/07	Credit-4 days repairs	-140.27		-29.55
02/01/07	Rent	1,052.00		1,022.45
02/08/07	Ck#1044		1,160.00	-137.55
02/13/07	PG&E 1/11/07-2/8/07	35.00		-102.55
02/14/07	Rent Adj. Program Fee	12.00		-90.55
03/01/07	Rent	1,052.00		961.45
03/06/07	Ck#1051		961.00	.45
03/19/07	PG&E 2/9/07-3/12/07	35.00		35.45
04/01/07	Rent	1,052.00		1,087.45
04/06/07	Waste Mgmt. Apr May June	75.72		1,163.17
04/10/07	Ck#1055		1,085.00	78.17

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
04/16/07	No use tub/shower repair	-75.00		3.17
04/17/07	PG&E 3/13/07-4/11/07	35.00		38.17
05/01/07	Rent	1,052.00		1,090.17
05/09/07	Ck#1056		1,090.00	.17
05/29/07	PG&E 4/12/07-5/10/07	35.00		35.17
06/01/07	Rent	1,052.00		1,087.17
06/13/07	Reimb: Glenview Hardwre	-9.66		1,077.51
06/13/07	Ck#1045		1,075.00	2.51
06/13/07	Reimb:Glenview Hardware		-9.66	12.17
06/21/07	PG&E 5/11/07-6/12/07	35.00		47.17
07/01/07	Rent	1,052.00		1,099.17
07/09/07	Ck#1060		1,085.00	14.17
07/10/07	WM July Aug Sept	77.52		91.69
08/01/07	Rent	1,052.00		1,143.69
08/08/07	Ck#1047		1,150.00	-6.31
08/20/07	PG&E 7/12/07-8/09/07	35.00		28.69
09/01/07	Rent	1,052.00		1,080.69
09/12/07	Ck#1061		1,080.69	0.00
09/18/07	PG&E 8/10/07-9/11/07	35.00		35.00
10/01/07	Rent	1,052.00		1,087.00
10/02/07	Ck#1063		1,087.00	0.00
10/15/07	WM Oct Nov Dec	51.68		51.68
11/01/07	Rent	1,052.00		1,103.68
11/06/07	Ck#1049		1,100.00	3.68
11/16/07	PG&E 10/11/07-11/08/07	35.00		38.68
12/01/07	Rent	1,052.00		1,090.68
12/07/07	Ck#1064		1,070.00	20.68
12/18/07	PG&E 11/9/07-12/8/07	35.00		55.68
01/01/08	Rent	1,052.00		1,107.68
01/07/08	Ck#1065		1,107.68	0.00
01/14/08	PG&E 12/09/07-1/09-08	35.00		35.00
01/15/08	WM Jan Feb Mar	77.52		112.52
02/01/08	Rent	1,052.00		1,164.52
02/11/08	Ck#1067		1,100.00	64.52
02/14/08	PG&E 1/10/08-2/7/08	35.00		99.52
03/01/08	Rent	1,052.00		1,151.52

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
03/04/08	Reimb: paint	-2.71		1,148.81
03/04/08	Ck#1069		1,100.00	48.81
03/13/08	PG&E 2/8/08-3/8/08	35.00		83.81
04/01/08	Rent	1,052.00		1,135.81
04/07/08	Waste Mgmt. Apr May June	77.52		1,213.33
04/11/08	PG&E 3/9/08-4/7/08	35.00		1,248.33
04/11/08	Ck#1076		1,150.00	98.33
05/01/08	Rent	1,052.00		1,150.33
05/05/08	Ck#1078		1,100.00	50.33
05/15/08	PG&E 4/8/08-5/8/08	35.00		85.33
06/01/08	Rent	1,052.00		1,137.33
06/03/08	Reimb: plunger	-9.78		1,127.55
06/03/08	Ck#1082		1,125.00	2.55
06/17/08	PG&E 5/9/08-6/7/08	35.00		37.55
07/01/08	Rent	1,052.00		1,089.55
07/08/08	Waste Mgmt. Jul Aug Sept	79.53		1,169.08
07/14/08	Ck#1084		1,100.00	69.08
07/15/08	PG&E 6/8/08-7/9/08	35.00		104.08
08/01/08	Rent	1,052.00		1,156.08
08/14/08	PG&E 7/10/08-8/7/08	35.00		1,191.08
08/18/08	Ck#1086		1,120.00	71.08
09/01/08	Rent	1,052.00		1,123.08
09/05/08	Ck#1087		71.08	1,052.00
09/05/08	Ck#1087		1,052.00	0.00
09/24/08	PG&E 8/8/08-9/8/08	35.00		35.00
10/01/08	Rent	1,052.00		1,087.00
10/06/08	Ck#1089		1,100.00	-13.00
10/07/08	WM Oct Nov Dec Service	79.53		66.53
10/10/08	Monthly-laundry room cln	-40.00		26.53
10/16/08	PG&E 9/9/08-10/7/08	35.00		61.53
11/01/08	Rent	1,052.00		1,113.53
11/01/08	Rent Credit/CleanLaundry	-40.00		1,073.53
11/05/08	Ck#1090		1,073.53	0.00
11/18/08	PG&E 10/08-11/05/08	35.00		35.00
12/01/08	Rent	1,052.00		1,087.00
12/01/08	Rent Credit/CleanLaundry	-40.00		1,047.00
12/08/08	CK#1091		1,000.00	47.00
12/16/08	PG&E 11/06/08-12/05/08	35.00		82.00

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
12/29/08	reimb: fuses bought unit	-12.16		69.84
12/29/08	Ck#1070		82.00	-12.16
01/01/09	Rent	1,052.00		1,039.84
01/01/09	Rent Credit/CleanLaundry	-40.00		999.84
01/08/09	Ck#1071		1,100.00	-100.16
01/16/09	PG&E 12/6/08-1/7/09	35.00		-65.16
02/01/09	Rent	1,052.00		986.84
02/01/09	Rent Credit/CleanLaundry	-40.00		946.84
02/03/09	Ck#1094		975.00	-28.16
02/06/09	Rent Adj.Program fee 1/2	15.00		-13.16
02/13/09	PG&E 1/8/09-2/5/09	35.00		21.84
02/17/09	Waste Mgmt Jan Feb Mar	79.53		101.37
03/01/09	Rent	1,052.00		1,153.37
03/01/09	Rent Credit/CleanLaundry	-40.00		1,113.37
03/03/09	Ck#1096		1,100.00	13.37
04/01/09	Rent	1,052.00		1,065.37
04/01/09	Rent Credit/CleanLaundry	-40.00		1,025.37
04/01/09	PG&E	35.00		1,060.37
04/08/09	Waste Mgmt. Apr May June	79.53		1,139.90
04/13/09	Ck#1072		1,100.00	39.90
04/18/09	PG&E 3/11/09-4/9/09	35.00		74.90
05/01/09	Rent	1,052.00		1,126.90
05/01/09	Rent Credit/CleanLaundry	-40.00		1,086.90
05/04/09	Ck#1073		1,100.00	-13.10
05/19/09	PG&E 4/10/09-5/8/09	35.00		21.90
06/01/09	Rent	1,052.00		1,073.90
06/01/09	Rent Credit/CleanLaundry	-40.00		1,033.90
06/05/09	Ck#1098		1,100.00	-66.10
06/16/09	PG&E 5/9/09-6/9/09	35.00		-31.10
07/01/09	Rent	1,052.00		1,020.90
07/01/09	Rent Credit/CleanLaundry	-40.00		980.90
07/07/09	Ck#1099		1,100.00	-119.10
07/10/09	Waste Mgmt Jul Aug Sept	81.72		-37.38
07/15/09	PG&E 6/10/09-7/9/09	35.00		-2.38
08/01/09	Rent	1,052.00		1,049.62
08/01/09	Rent Credit/CleanLaundry	-40.00		1,009.62
08/04/09	Ck#1100		1,100.00	-90.38
08/25/09	PG&E 7/10/09-8/7/09	35.00		-55.38
09/01/09	Rent	1,052.00		996.62

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
09/01/09	Rent Credit/CleanLaundry	-40.00		956.62
09/10/09	Ck#1101		1,100.00	-143.38
09/17/09	PG&E 8/8/09-9/8/09	35.00		-108.38
10/01/09	Rent	1,052.00		943.62
10/01/09	Rent Credit/CleanLaundry	-40.00		903.62
10/05/09	Ck#1103		900.00	3.62
10/07/09	Waste Mgmt Oct Nov Dec	81.72		85.34
10/20/09	PG&E 9/9/09-10/7/09	35.00		120.34
11/01/09	Rent	1,052.00		1,172.34
11/01/09	Rent Credit/CleanLaundry	-40.00		1,132.34
11/06/09	Ck#1102		1,132.34	0.00
11/25/09	PG&E 10/8/09-11/5/09	35.00		35.00
12/01/09	Rent	1,052.00		1,087.00
12/01/09	Rent Credit/CleanLaundry	-40.00		1,047.00
12/07/09	Ck#1104		1,100.00	-53.00
12/14/09	PG&E 11/06/09-12/07/09	35.00		-18.00
01/01/10	Rent	1,052.00		1,034.00
01/01/10	Rent Credit/CleanLaundry	-40.00		994.00
01/07/10	WM Jan Feb March	81.72		1,075.72
01/07/10	Ck#1105		1,100.00	-24.28
02/01/10	Rent	1,052.00		1,027.72
02/01/10	Rent Credit/CleanLaundry	-40.00		987.72
02/05/10	Ck#1106		1,100.00	-112.28
02/17/10	PG&E 1/7/10-2/8/10	35.00		-77.28
02/25/10	City of Oak Rent Program	15.00		-62.28
03/01/10	Rent	1,052.00		989.72
03/01/10	Rent Credit/CleanLaundry	-40.00		949.72
03/08/10	Ck#1108		1,100.00	-150.28
03/17/10	PG&E 2/9/10-3/9/10	35.00		-115.28
04/01/10	Rent	1,052.00		936.72
04/01/10	Rent Credit/CleanLaundry	-40.00		896.72
04/06/10	Ck#1110		1,100.00	-203.28
04/12/10	Waste Mgmt Apr May June	81.72		-121.56
04/19/10	PG&E 3/10/10-4/9/10	35.00		-86.56
05/01/10	Rent	1,052.00		965.44
05/01/10	Rent Credit/CleanLaundry	-40.00		925.44
05/05/10	Ck#1111		1,100.00	-174.56
05/18/10	PG&E 4/10/10-5/10/10	35.00		-139.56
06/01/10	Rent	1,052.00		912.44

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
06/01/10	Rent Credit/CleanLaundry	-40.00		872.44
06/08/10	Ck#1113		1,100.00	-227.56
06/15/10	PG&E 5/11/10-6/9/10	35.00		-192.56
07/01/10	Rent	1,052.00		859.44
07/01/10	Rent Credit/CleanLaundry	-40.00		819.44
07/12/10	Ck#1115		1,100.00	-280.56
07/20/10	Waste Mgmt Jul Aug Sept	83.04		-197.52
07/21/10	PG&E 6/10/10-7/9/10	35.00		-162.52
08/01/10	Rent	1,052.00		889.48
08/01/10	Rent Credit/CleanLaundry	-40.00		849.48
08/05/10	Ck#1116		885.00	-35.52
08/17/10	PG&E 7/10/10-8/10/10	35.00		-.52
09/01/10	Rent	1,052.00		1,051.48
09/01/10	Rent Credit/CleanLaundry	-40.00		1,011.48
09/08/10	Ck#1118		1,000.00	11.48
09/29/10	PG&E 8/11/10-9/9/10	35.00		46.48
10/01/10	Rent	1,052.00		1,098.48
10/01/10	Rent Credit/CleanLaundry	-40.00		1,058.48
10/05/10	Ck#1119		1,023.00	35.48
10/13/10	Waste Mgmt Oct Nov Dec	83.04		118.52
10/14/10	PG&E 9/10/10-10/7/10	35.00		153.52
11/01/10	Rent	1,052.00		1,205.52
11/01/10	Rent Credit/CleanLaundry	-40.00		1,165.52
11/04/10	Ck#1120		1,200.00	-34.48
11/16/10	PG&E 10/8/10-11/6/10	35.00		.52
12/01/10	Rent	1,052.00		1,052.52
12/01/10	Rent Credit/CleanLaundry	-40.00		1,012.52
12/13/10	Ck#1121		1,012.52	0.00
12/14/10	PG&E 11/07/10-12/8/10	35.00		35.00
01/01/11	Rent	1,052.00		1,087.00
01/01/11	Rent Credit/CleanLaundry	-40.00		1,047.00
01/10/11	reimb. fuses glenviewhdw	-13.15		1,033.85
01/10/11	Ck#1122		1,050.00	-16.15
01/24/11	PG&E 12/09/10-1/6/11	35.00		18.85
01/24/11	Waste Mgmt Jan Feb March	83.04		101.89
02/01/11	Rent	1,052.00		1,153.89
02/01/11	Rent Credit/CleanLaundry	-40.00		1,113.89
02/07/11	Ck#1123		1,150.00	-36.11
02/16/11	PG&E 1/7/11-2/7/11	35.00		-1.11

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
03/01/11	Rent	1,052.00		1,050.89
03/01/11	Rent Credit/CleanLaundry	-40.00		1,010.89
03/07/11	Ck#1125		1,100.00	-89.11
03/21/11	PG&E 2/8/11-3/10/11	35.00		-54.11
03/30/11	RAP City of Oakland	15.00		-39.11
04/01/11	Rent	1,052.00		1,012.89
04/01/11	Rent Credit/CleanLaundry	-40.00		972.89
04/06/11	Ck#1126		1,050.00	-77.11
04/13/11	Waste Mgmt Apr May June	83.04		5.93
04/18/11	PG&E 3/10/11-4/7/11	35.00		40.93
05/01/11	Rent	1,052.00		1,092.93
05/01/11	Rent Credit/CleanLaundry	-40.00		1,052.93
05/09/11	Ck#1127		1,050.00	2.93
05/26/11	PG&E 4/8/11-5/10/11	35.00		37.93
06/01/11	Rent	1,052.00		1,089.93
06/01/11	Rent Credit/CleanLaundry	-40.00		1,049.93
06/06/11	Ck#1130		1,050.00	-.07
06/27/11	PG&E 5/10/11-6/9/11	35.00		34.93
07/01/11	Rent	1,052.00		1,086.93
07/01/11	Rent Credit/CleanLaundry	-40.00		1,046.93
07/12/11	Ck#1133		1,050.00	-3.07
07/19/11	PG&E 6/9/11-7/8/11	35.00		31.93
07/27/11	Waste Mgmt Jul Aug Sept	83.94		115.87
08/01/11	Rent	1,052.00		1,167.87
08/01/11	Rent Credit/CleanLaundry	-40.00		1,127.87
08/05/11	CK#1134		1,050.00	77.87
08/18/11	PG&E 7/9/11-8/8/11	35.00		112.87
09/01/11	Rent	1,052.00		1,164.87
09/01/11	Rent Credit/CleanLaundry	-40.00		1,124.87
09/08/11	Ck#1135		1,100.00	24.87
09/15/11	PG&E 8/9/11-9/8/11	35.00		59.87
10/01/11	Rent	1,073.00		1,132.87
10/01/11	Rent Credit/CleanLaundry	-40.00		1,092.87
10/12/11	Ck#1136		1,100.00	-7.13
10/17/11	Waste Mgmt Oct Nov Dec	83.94		76.81
10/18/11	PG&E 9/8/11-10/6/11	35.00		111.81
11/01/11	Rent	1,073.00		1,184.81
11/01/11	Rent Credit/CleanLaundry	-40.00		1,144.81

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
11/15/11	Ck#1137		1,144.81	0.00
11/16/11	PG&E 10/7/11-11/4/11	35.00		35.00
12/01/11	Rent	1,073.00		1,108.00
12/01/11	Rent Credit/CleanLaundry	-40.00		1,068.00
12/07/11	Ck#1138		1,100.00	-32.00
12/20/11	PG&E 11/5/11-12/6/11	35.00		3.00
01/01/12	Rent	1,073.00		1,076.00
01/01/12	Rent Credit/CleanLaundry	-40.00		1,036.00
01/05/12	Ck#1141		1,100.00	-64.00
01/10/12	Waste Mgmt Jan Feb Mar	83.94		19.94
01/26/12	PG&E 12/7-1/6/12	35.00		54.94
02/01/12	Rent	1,073.00		1,127.94
02/01/12	Rent Credit/CleanLaundry	-40.00		1,087.94
02/10/12	Rent Adj Program Fee	15.00		1,102.94
02/13/12	Ck#1144		1,087.94	15.00
02/24/12	PG&E 1/7/12-2/6/12	35.00		50.00
03/01/12	Rent	1,073.00		1,123.00
03/01/12	Rent Credit/CleanLaundry	-40.00		1,083.00
03/07/12	Ck#1146		1,100.00	-17.00
03/28/12	PG&E 2/7/12-3/7/12	35.00		18.00
04/01/12	Rent	1,073.00		1,091.00
04/01/12	Rent Credit/CleanLaundry	-40.00		1,051.00
04/11/12	reimb. hardware/fuses	-13.46		1,037.54
04/11/12	Ck#1147		1,000.00	37.54
04/18/12	PG&E 3/8/12-4/5/12	35.00		72.54
04/24/12	Waste Mgmt Apr May June	83.94		156.48
05/01/12	Rent	1,073.00		1,229.48
05/01/12	Rent Credit/CleanLaundry	-40.00		1,189.48
05/10/12	CK#1148		1,100.00	89.48
05/29/12	PG&E 4/6/12 - 5/7/12	35.00		124.48
06/01/12	Rent	1,073.00		1,197.48
06/01/12	Rent Credit/CleanLaundry	-40.00		1,157.48
06/11/12	Ck#1149		1,100.00	57.48
06/25/12	PG&E 5/8/12-6/6/12	35.00		92.48
07/01/12	Rent	1,073.00		1,165.48
07/01/12	Rent Credit/CleanLaundry	-40.00		1,125.48
07/13/12	Ck#1150		1,100.00	25.48
07/27/12	Waste Mgmt July Aug Sept	85.89		111.37
07/27/12	PG&E 6/7/12 - 7/6/12	35.00		146.37

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
08/01/12	Rent	1,073.00		1,219.37
08/01/12	Rent Credit/CleanLaundry	-40.00		1,179.37
08/13/12	Cashiers CK#000056744		1,100.00	79.37
08/27/12	PG&E 7/7/12-8/6/12	35.00		114.37
09/01/12	Rent	1,073.00		1,187.37
09/01/12	Rent Credit/CleanLaundry	-40.00		1,147.37
09/10/12	Ck#0067046424		1,100.00	47.37
09/21/12	PG&E 8/7/12-9/5/12	35.00		82.37
10/01/12	Rent	1,073.00		1,155.37
10/01/12	Rent Credit/CleanLaundry	-40.00		1,115.37
10/01/12	Ck#0074716343		1,100.00	15.37
10/22/12	PG&E 9/6/12 - 10/4/12	35.00		50.37
10/29/12	Waste Mgmt. Oct-Nov-Dec	85.89		136.26
11/01/12	Rent	1,073.00		1,209.26
11/01/12	Rent Credit/CleanLaundry	-40.00		1,169.26
11/01/12	PG&E Monthly Charge	35.00		1,204.26
11/02/12	Ck#0086472276		1,100.00	104.26
12/01/12	Rent	1,073.00		1,177.26
12/01/12	Rent Credit/CleanLaundry	-40.00		1,137.26
12/01/12	PG&E Monthly Charge	35.00		1,172.26
12/03/12	Ck#0097135424		1,100.00	72.26
01/01/13	Rent	1,073.00		1,145.26
01/01/13	Rent Credit/CleanLaundry	-40.00		1,105.26
01/01/13	PG&E Monthly Charge	35.00		1,140.26
01/07/13	Ck#0009761933		1,100.00	40.26
02/01/13	Rent	1,073.00		1,113.26
02/01/13	Rent Credit/CleanLaundry	-40.00		1,073.26
02/01/13	PG&E Monthly Charge	35.00		1,108.26
02/04/13	Ck#0020274366		1,100.00	8.26
03/01/13	Rent	1,073.00		1,081.26
03/01/13	Rent Credit/CleanLaundry	-40.00		1,041.26
03/01/13	PG&E Monthly Charge	35.00		1,076.26
03/01/13	Ck#0040463388		1,100.00	-23.74
03/07/13	Waste Mgmt. Jan-Feb-Mar	85.89		62.15
03/12/13	1/2 RAP City of Oakland	15.00		77.15
04/01/13	Rent	1,073.00		1,150.15
04/01/13	Rent Credit/CleanLaundry	-40.00		1,110.15
04/01/13	PG&E Monthly Charge	35.00		1,145.15

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
04/02/13	Ck#0053169318		1,100.00	45.15
04/19/13	Garbage Apr-May-June	85.89		131.04
05/01/13	Rent	1,073.00		1,204.04
05/01/13	Rent Credit/CleanLaundry	-40.00		1,164.04
05/01/13	PG&E Monthly Charge	35.00		1,199.04
05/03/13	Ck#0064729293		1,100.00	99.04
06/01/13	Rent	1,073.00		1,172.04
06/01/13	Rent Credit/CleanLaundry	-40.00		1,132.04
06/01/13	PG&E Monthly Charge	35.00		1,167.04
06/07/13	Ck#0077431248		1,100.00	67.04
07/01/13	Rent	1,073.00		1,140.04
07/01/13	Rent Credit/CleanLaundry	-40.00		1,100.04
07/01/13	PG&E Monthly Charge	35.00		1,135.04
07/08/13	CK#0089158441		1,100.00	35.04
07/26/13	Waste Mgmt Jul Aug Sept	88.36		123.40
08/01/13	Rent	1,073.00		1,196.40
08/01/13	Rent Credit/CleanLaundry	-40.00		1,156.40
08/01/13	PG&E Monthly Charge	35.00		1,191.40
08/08/13	Ck#0099888598		1,100.00	91.40
09/01/13	Rent	1,073.00		1,164.40
09/01/13	Rent Credit/CleanLaundry	-40.00		1,124.40
09/01/13	PG&E Monthly Charge	35.00		1,159.40
09/06/13	Ck#0009926436		1,100.00	59.40
10/01/13	Rent	1,073.00		1,132.40
10/01/13	Rent Credit/CleanLaundry	-40.00		1,092.40
10/01/13	PG&E Monthly Charge	35.00		1,127.40
10/04/13	Trash Oct-Nov-Dec 2013	88.35		1,215.75
10/11/13	Ck#0022875470		1,100.00	115.75
10/21/13	Reimb. Fuses & Bulbs	-25.03		90.72
10/21/13	Reimb. Ace Hardware Fuses		-25.03	115.75
11/01/13	Rent	1,073.00		1,188.75
11/01/13	Rent Credit/CleanLaundry	-40.00		1,148.75
11/01/13	PG&E Monthly Charge	35.00		1,183.75
11/01/13	Ck#0042623486		1,100.00	83.75
12/01/13	Rent	1,073.00		1,156.75
12/01/13	Rent Credit/CleanLaundry	-40.00		1,116.75
12/01/13	PG&E Monthly Charge	35.00		1,151.75
12/03/13	Ck#0055411227		1,125.00	26.75
01/01/14	Rent	1,073.00		1,099.75

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
01/01/14	Rent Credit/CleanLaundry	-40.00		1,059.75
01/01/14	PG&E Monthly Charge	35.00		1,094.75
01/06/14	Ck#0067669904		1,100.00	-5.25
01/28/14	Trash Jan-Feb-Mar	88.35		83.10
02/01/14	Rent	1,073.00		1,156.10
02/01/14	Rent Credit/CleanLaundry	-40.00		1,116.10
02/01/14	PG&E Monthly Charge	35.00		1,151.10
02/07/14	Ck#0078171727		1,100.00	51.10
02/12/14	1/2 RAP City of Oakland	15.00		66.10
03/01/14	Rent	1,073.00		1,139.10
03/01/14	Rent Credit/CleanLaundry	-40.00		1,099.10
03/01/14	PG&E Monthly Charge	35.00		1,134.10
03/07/14	Ck#0086390152		1,100.00	34.10
04/01/14	Rent	1,073.00		1,107.10
04/01/14	Rent Credit/CleanLaundry	-40.00		1,067.10
04/01/14	PG&E Monthly Charge	35.00		1,102.10
04/04/14	Ck#0095906848		1,100.00	2.10
04/08/14	Trash Apr-May-June	88.35		90.45
05/01/14	Rent	1,110.00		1,200.45
05/01/14	Rent Credit/CleanLaundry	-40.00		1,160.45
05/01/14	PG&E Monthly Charge	35.00		1,195.45
05/09/14	Ck#0006984941		1,100.00	95.45
06/01/14	Rent	1,110.00		1,205.45
06/01/14	Rent Credit/CleanLaundry	-40.00		1,165.45
06/01/14	PG&E Monthly Charge	35.00		1,200.45
06/05/14	Ck#0014690099		1,200.00	.45
07/01/14	Rent	1,110.00		1,110.45
07/01/14	Rent Credit/CleanLaundry	-40.00		1,070.45
07/01/14	PG&E Monthly Charge	35.00		1,105.45
07/10/14	Ck#0025502703		1,100.00	5.45
07/14/14	Trash July-Aug-Sept	89.40		94.85
08/01/14	Rent	1,110.00		1,204.85
08/01/14	Rent Credit/CleanLaundry	-40.00		1,164.85
08/01/14	PG&E Monthly Charge	35.00		1,199.85
08/04/14	Ck#0043254306		1,150.00	49.85
09/01/14	Rent	1,110.00		1,159.85
09/01/14	Rent Credit/CleanLaundry	-40.00		1,119.85
09/01/14	PG&E Monthly Charge	35.00		1,154.85
09/05/14	Ck#0052022226		1,150.00	4.85

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
10/01/14	Rent	1,110.00		1,114.85
10/01/14	Rent Credit/CleanLaundry	-40.00		1,074.85
10/01/14	PG&E Monthly Charge	35.00		1,109.85
10/03/14	Csemnt open/strike/spray	-24.85		1,085.00
10/03/14	Reimb. Ace Hrdwr & online		-24.85	1,109.85
10/09/14	Trash Oct-Nov-Dec	89.40		1,199.25
10/09/14	Ck#0062429946		1,150.00	49.25
11/01/14	Rent	1,110.00		1,159.25
11/01/14	Rent Credit/CleanLaundry	-40.00		1,119.25
11/01/14	PG&E Monthly Charge	35.00		1,154.25
11/03/14	Ck#0070867691		1,100.00	54.25
12/01/14	Rent	1,110.00		1,164.25
12/01/14	Rent Credit/CleanLaundry	-40.00		1,124.25
12/01/14	PG&E Monthly Charge	35.00		1,159.25
12/05/14	Ck#0081467079		1,150.00	9.25
01/01/15	Rent	1,110.00		1,119.25
01/01/15	Rent Credit/CleanLaundry	-40.00		1,079.25
01/01/15	PG&E Monthly Charge	35.00		1,114.25
01/08/15	Trash Jan-Feb-March	49.55		1,163.80
01/09/15	CK#0091100051		1,100.00	63.80
02/01/15	Rent	1,110.00		1,173.80
02/01/15	Rent Credit/CleanLaundry	-40.00		1,133.80
02/01/15	PG&E Monthly Charge	35.00		1,168.80
02/09/15	CK#0000914705		1,100.00	68.80
03/01/15	Rent	1,110.00		1,178.80
03/01/15	Rent Credit/CleanLaundry	-40.00		1,138.80
03/01/15	PG&E Monthly Charge	35.00		1,173.80
03/09/15	CK#0009547527		1,100.00	73.80
03/16/15	1/2 RAP City of Oakland	15.00		88.80
04/01/15	Rent	1,110.00		1,198.80
04/01/15	Rent Credit/CleanLaundry	-40.00		1,158.80
04/01/15	PG&E Monthly Charge	35.00		1,193.80
04/06/15	CK#0018266718		1,100.00	93.80
04/10/15	Trash Apr-May-June	66.63		160.43
05/01/15	Rent	1,110.00		1,270.43
05/01/15	Rent Credit/CleanLaundry	-40.00		1,230.43
05/01/15	PG&E Monthly Charge	35.00		1,265.43
05/08/15	Ck#0043662584		1,185.00	80.43
05/08/15	Ck#0043662584		65.00	15.43

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
06/01/15	Rent	1,110.00		1,125.43
06/01/15	Rent Credit/CleanLaundry	-40.00		1,085.43
06/01/15	PG&E Monthly Charge	35.00		1,120.43
06/05/15	CK#0052679383		1,100.00	20.43
07/01/15	Rent	1,110.00		1,130.43
07/01/15	Rent Credit/CleanLaundry	-40.00		1,090.43
07/01/15	PG&E Monthly Charge	35.00		1,125.43
07/06/15	CK#0062546696		1,100.00	25.43
07/08/15	Trash Jul-Aug-Sept	96.30		121.73
08/01/15	Rent	1,110.00		1,231.73
08/01/15	Rent Credit/CleanLaundry	-40.00		1,191.73
08/01/15	PG&E Monthly Charge	35.00		1,226.73
08/03/15	CK#0070565496		1,160.00	66.73
09/01/15	Rent	1,110.00		1,176.73
09/01/15	Rent Credit/CleanLaundry	-40.00		1,136.73
09/01/15	PG&E Monthly Charge	35.00		1,171.73
09/04/15	CK#0079978353		1,100.00	71.73
10/01/15	Rent	1,110.00		1,181.73
10/01/15	Rent Credit/CleanLaundry	-40.00		1,141.73
10/01/15	PG&E Monthly Charge	35.00		1,176.73
10/02/15	CK#0088316586		1,100.00	76.73
10/08/15	Trash Oct-Nov-Dec 2015	96.30		173.03
11/01/15	Rent	1,110.00		1,283.03
11/01/15	Rent Credit/CleanLaundry	-40.00		1,243.03
11/01/15	PG&E Monthly Charge	35.00		1,278.03
11/02/15	Ck#0096254178		1,100.00	178.03
11/23/15	Ck#0004190633		180.00	-1.97
12/01/15	Rent	1,110.00		1,108.03
12/01/15	Rent Credit/CleanLaundry	-40.00		1,068.03
12/01/15	PG&E Monthly Charge	35.00		1,103.03
12/03/15	Reimb. new Hose	-25.17		1,077.86
12/03/15	Reimb. New Hose		-25.17	1,103.03
12/08/15	Ck#0009084712		1,100.00	3.03
01/01/16	Rent	1,128.87		1,131.90
01/01/16	Rent Credit/CleanLaundry	-40.00		1,091.90
01/01/16	PG&E Monthly Charge	35.00		1,126.90
01/05/16	CK#0017891995		1,100.00	26.90
01/06/16	Trash Jan-Feb-March	96.30		123.20
02/01/16	Rent	1,128.87		1,252.07

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
02/01/16	Rent Credit/CleanLaundry	-40.00		1,212.07
02/01/16	PG&E Monthly Charge	35.00		1,247.07
02/08/16	CK#0038365382		1,200.00	47.07
03/01/16	Rent	1,128.87		1,175.94
03/01/16	Rent Credit/CleanLaundry	-40.00		1,135.94
03/01/16	PG&E Monthly Charge	35.00		1,170.94
03/07/16	Ck#0046991854		1,150.00	20.94
04/01/16	Rent	1,128.87		1,149.81
04/01/16	Rent Credit/CleanLaundry	-40.00		1,109.81
04/01/16	PG&E Monthly Charge	35.00		1,144.81
04/04/16	CK#0056476428		1,100.00	44.81
04/05/16	Trash Apr-May-June	96.30		141.11
04/15/16	1/2 RAP Fee	15.00		156.11
05/01/16	Rent	1,128.87		1,284.98
05/01/16	Rent Credit/CleanLaundry	-40.00		1,244.98
05/01/16	PG&E Monthly Charge	35.00		1,279.98
05/02/16	CK#0065477650		1,250.00	29.98
06/01/16	Rent	1,128.87		1,158.85
06/01/16	Rent Credit/CleanLaundry	-40.00		1,118.85
06/01/16	PG&E Monthly Charge	35.00		1,153.85
06/03/16	Ck#0074417920		1,150.00	3.85
07/01/16	Rent	1,128.87		1,132.72
07/01/16	Rent Credit/CleanLaundry	-40.00		1,092.72
07/01/16	PG&E Monthly Charge	35.00		1,127.72
07/05/16	CK#0083998236		1,100.00	27.72
07/08/16	Trash July-Aug-Sept	106.56		134.28
08/01/16	Rent	1,128.87		1,263.15
08/01/16	Rent Credit/CleanLaundry	-40.00		1,223.15
08/01/16	PG&E Monthly Charge	35.00		1,258.15
08/02/16	Ck#0092688958		1,100.00	158.15
09/01/16	Rent	1,128.87		1,287.02
09/01/16	Rent Credit/CleanLaundry	-40.00		1,247.02
09/01/16	PG&E Monthly Charge	35.00		1,282.02
09/02/16	CK#0002023223		1,225.00	57.02
10/01/16	Rent	1,128.87		1,185.89
10/01/16	Rent Credit/CleanLaundry	-40.00		1,145.89
10/01/16	PG&E Monthly Charge	35.00		1,180.89
10/03/16	Ck#0012250940		1,250.00	-69.11
10/12/16	Trash Oct-Nov-Dec	106.56		37.45

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
11/01/16	Rent	1,128.87		1,166.32
11/01/16	Rent Credit/CleanLaundry	-40.00		1,126.32
11/01/16	PG&E Monthly Charge	35.00		1,161.32
11/04/16	Ck#0021750965		1,150.00	11.32
12/01/16	Rent	1,128.87		1,140.19
12/01/16	Rent Credit/CleanLaundry	-40.00		1,100.19
12/01/16	PG&E Monthly Charge	35.00		1,135.19
12/02/16	Ck#0039598102		1,150.00	-14.81
01/01/17	Rent	1,151.44		1,136.63
01/01/17	Rent Credit/CleanLaundry	-40.00		1,096.63
01/01/17	PG&E Monthly Charge	35.00		1,131.63
01/02/17	Ck#0048968236		1,100.00	31.63
01/04/17	Trash Jan-Feb-March	106.56		138.19
01/18/17	Window Handle	-14.19		124.00
01/18/17	Reimb. Window Handle		-14.19	138.19
02/01/17	Rent	1,151.44		1,289.63
02/01/17	Rent Credit/CleanLaundry	-40.00		1,249.63
02/01/17	PG&E Monthly Charge	35.00		1,284.63
02/06/17	Ck#0059139280		1,200.00	84.63
03/01/17	Rent	1,151.44		1,236.07
03/01/17	Rent Credit/CleanLaundry	-40.00		1,196.07
03/01/17	PG&E Monthly Charge	35.00		1,231.07
03/07/17	Ck#0067564306		1,150.00	81.07
03/13/17	RAP Fees 1/2	34.00		115.07
04/01/17	Rent	1,151.44		1,266.51
04/01/17	Rent Credit/CleanLaundry	-40.00		1,226.51
04/01/17	PG&E Monthly Charge	35.00		1,261.51
04/06/17	Trash Apr-May-June	106.56		1,368.07
04/06/17	Ck#0076430731		1,200.00	168.07
05/01/17	Rent	1,151.44		1,319.51
05/01/17	Rent Credit/CleanLaundry	-40.00		1,279.51
05/01/17	PG&E Monthly Charge	35.00		1,314.51
05/04/17	Ck#0084783954		1,300.00	14.51
06/01/17	Rent	1,151.44		1,165.95
06/01/17	Rent Credit/CleanLaundry	-40.00		1,125.95
06/05/17	Ck#0093909666		1,150.00	-24.05
07/01/17	Rent	1,151.44		1,127.39
07/01/17	Rent Credit/CleanLaundry	-40.00		1,087.39

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
07/03/17	Ck#0002178836		1,100.00	-12.61
07/07/17	Trash Jul-Aug-Sept	118.23		105.62
08/01/17	Rent	1,151.44		1,257.06
08/01/17	Rent Credit/CleanLaundry	-40.00		1,217.06
08/07/17	Ck#0012698498		1,150.00	67.06
09/01/17	Rent	1,151.44		1,218.50
09/01/17	Rent Credit/CleanLaundry	-40.00		1,178.50
09/01/17	Ck#0020570909		1,200.00	-21.50
10/01/17	Rent	1,151.44		1,129.94
10/01/17	Rent Credit/CleanLaundry	-40.00		1,089.94
10/02/17	Ck#0028664770		1,200.00	-110.06
10/03/17	Trash Oct-Nov-Dec	118.23		8.17
11/01/17	Rent	1,151.44		1,159.61
11/01/17	Rent Credit/CleanLaundry	-40.00		1,119.61
11/02/17	Ck#0043244046		1,200.00	-80.39
12/01/17	Rent	1,151.44		1,071.05
12/01/17	Rent Credit/CleanLaundry	-40.00		1,031.05
12/01/17	Ck#0051265090		1,200.00	-168.95
12/19/17	Reimb.window crank&bulbs	-27.28		-196.23
12/19/17	Reimb.window crank & bulbs		-27.28	-168.95
01/01/18	Rent	1,177.92		1,008.97
01/01/18	Rent Credit/CleanLaundry	-40.00		968.97
01/02/18	Ck#0060531996		1,200.00	-231.03
01/03/18	Trash Jan-Feb-March	118.23		-112.80
02/01/18	Rent	1,177.92		1,065.12
02/01/18	Rent Credit/CleanLaundry	-40.00		1,025.12
02/01/18	Ck#0069027783		1,200.00	-174.88
02/07/18	1/2 Rent Adjust. Prog.	34.00		-140.88
03/01/18	Rent	1,177.92		1,037.04
03/01/18	Rent Credit/CleanLaundry	-40.00		997.04
03/02/18	CK#0078162347		1,200.00	-202.96
04/01/18	Rent	1,177.92		974.96
04/01/18	Rent Credit/CleanLaundry	-40.00		934.96
04/02/18	Ck#0087222054		1,200.00	-265.04
04/09/18	Trash Apr-May-June	118.23		-146.81
05/01/18	Rent	1,177.92		1,031.11
05/01/18	Rent Credit/CleanLaundry	-40.00		991.11

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
05/01/18	Ck#0095622877		1,200.00	-208.89
06/01/18	Rent	1,177.92		969.03
06/01/18	Rent Credit/CleanLaundry	-40.00		929.03
06/04/18	Ck#0004758845		1,200.00	-270.97
06/20/18	Reimb. Kitchen sink hndl	-17.47		-288.44
06/20/18	Reimb. Ace Hardwar handle		-17.47	-270.97
07/01/18	Rent	1,177.92		906.95
07/01/18	Rent Credit/CleanLaundry	-40.00		866.95
07/06/18	Trash Jul-Aug-Sept	149.82		1,016.77
07/06/18	Ck#0014611744		1,200.00	-183.23
08/01/18	Rent	1,177.92		994.69
08/01/18	Rent Credit/CleanLaundry	-40.00		954.69
08/03/18	Ck#0021969279		1,200.00	-245.31
09/01/18	Rent	1,177.92		932.61
09/01/18	Rent Credit/CleanLaundry	-40.00		892.61
09/04/18	Ck#0037206191		1,200.00	-307.39
10/01/18	Rent	1,177.92		870.53
10/01/18	Rent Credit/CleanLaundry	-40.00		830.53
10/03/18	Trash Oct-Nov-Dec	124.62		955.15
10/05/18	Ck#0045553057		1,200.00	-244.85

Read and received 1-23 pages

AR-7-2013 11:06 FROM:

11

TO: 15175312831

P. 1/10

DocuSign Envelope ID: F7A2C8B8-01-1111-0000-0000-0000
DocuSigned by: Daniel Habakha

https://www.docuSign.net/ Inbel/EnvelopePDF.aspx?showdoc...



CALIFORNIA ASSOCIATION OF REALTORS®

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (O.A.R. Form LR, Revised 11/12)

Attention: Teri L. Lester Fax Number: (510) 531-2831

Date 03/05/2013 Albert C. and Lorende C. Trust (Landlord) and Lisa Bourlyva, Kevin Bennifield (Tenant) agree as follows

1. PROPERTY:

- A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 341 Somerset Road, Oakland, CA 94612 (Premises)
B. The Premises are for the sole use as a personal residence by the following named person(s) only: Lisa Bourlyva, Kevin Bennifield
C. The following personal property, maintained pursuant to paragraph 11, is included: Refrigerator, Stove, Water Heater
D. The Premises may be subject to a local rent control ordinance

2. TERM: The term begins on (date) March 7, 2013 ("Commencement Date"), (Check A or B):

- A. Month-to-Month and continues as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Landlord may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
B. Lease and shall terminate on (date) February 28, 2014 at 11:00 AM PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Landlord and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by local rent control law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in paragraph 2A. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. RENT: "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of the Agreement, except security deposit.

- A. Tenant agrees to pay \$ 1,200.00 per month for the term of the Agreement.
B. Rent is payable in advance on the 1st (or) day of each calendar month, and is delinquent on the next day.
C. If Commencement Date falls on any day other than the day Rent is payable under paragraph 3B, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated based on a 30-day period.
D. PAYMENT: Rent shall be paid by personal check, money order, cashier's check, or other Wells and Bennett Bankers (phone) 925-266-3729, to (address) 1225 Alameda Road #202, Walnut Creek, CA 94595 (or at any other location subsequently specified by Landlord in writing to Tenant) and (if checked, rent may be paid personally, between the hours of 9:00am and 5:00pm on the following days Monday to Friday, Oakland Office). If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: (i) Landlord may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by money order, or cashier's check.

4. SECURITY DEPOSIT:

- A. Tenant agrees to pay \$ 1,200.00 as a security deposit. Security deposit will be transferred to and held by the Owner of the Premises, or held in Owner's Broker's trust account.
B. All or any portion of the security deposit may be used, as reasonably necessary, for: (i) cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or furnishings. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT. If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reimburse the total security deposit within five days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.6(g); and (2) return any remaining portion of the security deposit to Tenant.
C. Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.
D. No interest will be paid on security deposit unless required by local law.
E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, and Broker's authority is terminated before expiration of this Agreement, and security deposit is released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

5. MOVE-IN COSTS RECEIVED/DUE: Move-in funds made payable to Wells and Bennett Bankers shall be paid by personal check, money order, or cashier's check.

Table with 5 columns: Category, Total Due, Payment Received, Balance Due, Date Due. Rows include Rent from 03/08/2013 to 04/06/2013, Security Deposit, Other 4/7 to 4/30, and Total.

The maximum amount Landlord may receive as security deposit, however designated, cannot exceed two months' Rent for unfurnished premises, or three months' Rent for furnished premises.

Tenant's Initials (LS) (LB) Landlord's Initials (T.C.L.)

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized terminals. Copyright © 1997-2012, CALIFORNIA ASSOCIATION OF REALTORS, INC. All rights reserved. LR REVISED 11/12 (PAGE 1 OF 8)

Reviewed by Dell



MAR-7-2013 11:06 FROM:

TO: 15105312831

P. 2/10

EnvelopesPDF.aspx

http://www.docuSign.com/Member/EnvelopePDF.aspx?showDoc...

341 Squawacreek Road
Oakland, CA 94612

Date: March 5, 2013

6. LATE CHARGE; RETURNED CHECKS:

- A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 (or) calendar days after the date due, or if a check is returned, Tenant shall pay to Landlord, respectively, an additional sum of \$ or 20,000 % of the Rent due as a Late Charge and \$25.00 as a NSF fee for the first returned check and \$36.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.
- B. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 3 or prevent Landlord from exercising any other rights and remedies under this Agreement and as provided by law.

7. PARKING (Check A or B)

- A. Parking is permitted as follows: on-street parking/above ground

The right to parking is is not included in the Rent charged pursuant to paragraph 3. If not included in the Rent, the parking rental fee shall be an additional \$ per month. Parking space(s) are to be used for parking properly licensed and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work or storage of inoperable vehicles is not permitted in parking space(s) or elsewhere on the Premises.

- OR B. Parking is not permitted on the Premises.

8. STORAGE (Check A or B)

- A. Storage is permitted as follows:

The right to separate storage space is, is not, included in the Rent charged pursuant to paragraph 3. If not included in the Rent, storage space fee shall be an additional \$ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

- OR B. Except for Tenant's personal property, contained entirely within the Premises, storage is not permitted on the Premises.

9. UTILITIES: Tenant agrees to pay for all utilities and services, and the following charges:

except None, which shall be paid for by Landlord. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Landlord. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Landlord is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.

10. CONDITION OF PREMISES: Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke and carbon monoxide detector(s).

- (Check all that apply):
- A. Tenant acknowledges these items are clean and in operable condition, with the following exceptions:
- B. Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MIMC).
- C. (i) Landlord will deliver to Tenant a statement of condition (C.A.R. Form MIMC) within 3 days after execution of this Agreement; prior to the Commencement Date; within 3 days after the Commencement Date.
(ii) Tenant shall complete and return the MIMC to Landlord within 3 (or) days after Delivery. Tenant's failure to return the MIMC within that time shall conclusively be deemed Tenant's Acknowledgment of the condition as stated in the MIMC.
- D. Tenant will provide Landlord a list of items that are damaged or not in operable condition within 3 (or 30) days after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the Premises.
- E. Other:

11. MAINTENANCE:

- A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for checking and maintaining all carbon monoxide and smoke detectors and any additional phone lines beyond the one line and jack that Landlord shall provide and maintain. Tenant shall immediately notify Landlord, in writing, of any problem, malfunction or damage. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.
- B. Landlord Tenant shall water the garden, landscaping, trees and shrubs, except:
- C. Landlord Tenant shall maintain the garden, landscaping, trees and shrubs, except:
- D. Landlord Tenant shall maintain
- E. Tenant's failure to maintain any item for which Tenant is responsible shall give Landlord the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.
- F. The following items of personal property are included in the Premises without warranty and Landlord will not maintain, repair or replace them:

Tenant's initials (LS) ()

Landlord's initials () ()

Copyright © 1991-2012, CALIFORNIA ASSOCIATION OF REALTORS®, INC.
LR REVISED 11/12 (PAGE 2 OF 8)

Reviewed by _____ Date _____



MAR-7-2013 11:07 FROM:

TO: 15125312631

P. 3/10

EnvelopePDF.aspx

https://www.docuSign.net/number/EnvelopePDF.aspx?showdoc...

943 Somerset Road

Date: March 5, 2013

Premises: Oakland, CA 94621

12. NEIGHBORHOOD CONDITIONS: Tenant is advised to satisfy him or herself as to neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless Internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, amenities, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

13. PETS: Unless otherwise provided in California Civil Code § 84.2, no animal or pet shall be kept on or about the Premises without Landlord's prior written consent, except: No cats.

14. (X) (If checked) NO SMOKING: No smoking of any substance is allowed on the Premises or common areas. If smoking does occur on the Premises or common areas, (i) Tenant is responsible for all damage caused by the smoking including, but not limited to, stains, burns, odors and removal of debris; (ii) Tenant is in breach of this Agreement; (iii) Tenant, guests, and all others may be required to leave the Premises; and (iv) Tenant acknowledges that in order to remove odor caused by smoking, Landlord may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced, or repainted. Such actions and other necessary steps will impact the return of any security deposit. The Premises or common areas may be subject to a local non-smoking ordinance.

15. RULES/REGULATIONS:

A. Tenant agrees to comply with all Landlord rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.

B. (If applicable, check one)

(X) 1. Landlord shall provide Tenant with a copy of the rules and regulations within _____ days of _____ With Lease

OR () 2. Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

16. () (If checked) CONDOMINIUM/ PLANNED UNIT DEVELOPMENT:

A. The Premises are a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is _____ Tenant agrees to comply with all HOA covenants, conditions and restrictions, Bylaws, rules and regulations and decisions ("HOA Rules"). Landlord shall provide Tenant copies of HOA Rules. If any, Tenant shall reimburse Landlord for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant.

B. (Check one)

() 1. Landlord shall provide Tenant with a copy of the HOA Rules within _____ days

OR () 2. Tenant has been provided with, and acknowledges receipt of, a copy of the HOA Rules.

17. ALTERATIONS; REPAIRS: Unless otherwise specified by law or paragraph 20C, without Landlord's prior written consent, (i) Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using saws, fastening devices, large nails or adhesive materials; (ii) Landlord shall not be responsible for the costs of alterations or repairs made by Tenant; (iii) Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and (iv) any deduction made by Tenant shall be considered unpaid Rent.

18. KEYS; LOCKS:

A. Tenant acknowledges receipt of (or Tenant will receive () prior to the Commencement Date, or () _____);

(X) 2 key(s) to Premises, _____ remote control device(s) for garage door/gate opener(s),

(X) 1 key(s) to mailbox, _____

() key(s) to common area(s), _____

B. Tenant acknowledges that locks to the Premises (X) have, () have not, been re-keyed.

C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Landlord. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

19. ENTRY:

A. Tenant shall make Premises available to Landlord or Landlord's representative for the purpose of entering to make necessary or agreed repairs, (including, but not limited to, installing, repairing, testing, and maintaining smoke detectors and carbon monoxide devices, and bracing, anchoring or strapping water heaters), decorations, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors.

B. Landlord and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows. 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice. Notice may be given orally to show the Premises to actual or prospective purchasers provided Tenant has been notified in writing within 120 days preceding the oral notice, that the Premises are for sale and that oral notice may be given to show the Premises. No notice is required: (i) to enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry; or (iii) if the Tenant has abandoned or surrendered the Premises. No written notice is required if Landlord and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement.

C. () (If checked) Tenant authorizes the use of a key safe/lockbox to allow entry into the Premises and agrees to sign a key safe/lockbox addendum (C.A.R. Form KLA).

20. SIGNS: Tenant authorizes Landlord to place FOR SALE/LEASE signs on the Premises.

21. ASSIGNMENT; SUBLETTING: Tenant shall not sublet all or any part of Premises, or assign or transfer this Agreement or any interest in it, without Landlord's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Landlord, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Landlord an application and credit information for Landlord's approval and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement.

Tenant's Initials (LS) (D)
California Association of Realtors, Inc.
LR REVISED 1/1/12 (PAGE 3 OF 6)

Landlord's Initials (P.L.S.) ()
Reviewed by _____ Date _____

3/5/2013 11:23 AM
APPROVED

MAR-7-2013 11:08 FROM:

TO: 15195312831

P. 4/10

DocuSign Envelope ID: BF027DFF-1005-47A5-861C-8D4C54124927
EnvelopePDF.aspx

https://www.docusign.net/Member/EnvelopePDF.aspx?showdoc...

341 Somerset Road

Premises: Oakland, CA 94611

Date: March 6, 2013

25. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.
26. **LEAD-BASED PAINT (If checked):** Premises were constructed prior to 1978. In accordance with federal law, Landlord gives and Tenant acknowledges receipt of the disclosure on the attached form (C.A.R. Form PLD) and a federally approved lead pamphlet.
27. **MILITARY ORDNANCE DISCLOSURE:** (If applicable and known to Landlord) Premises are located within one mile of an area once used for military training, and may contain potentially explosive munitions.
28. **PERIODIC PEST CONTROL:** Landlord has entered into a contract for periodic pest control treatment of the Premises and shall give Tenant a copy of the notice originally given to Landlord by the pest control company.
29. **METHAMPHETAMINE CONTAMINATION:** Prior to signing this Agreement, Landlord has given Tenant a notice that a health official has issued an order prohibiting occupancy of the property because of methamphetamine contamination. A copy of the notice and order are attached.
30. **MAGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 200.46 of the Penal Code, information about convicted registered sex offenders is made available to the public via an internet Web site maintained by the Department of Justice at www.maganlaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Landlord nor Broker, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)
31. **POSSESSION:**
- A. Tenant is not in possession of the Premises, if Landlord is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Landlord is unable to deliver possession within 5 (or) calendar days after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid. Possession is deemed terminated when Tenant has returned all keys to the Premises to Landlord.
- B. Tenant is already in possession of the Premises.
32. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:**
- A. Upon termination of this Agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to Landlord, empty of all persons; (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises, as specified in paragraph G below, to Landlord in the same condition as referenced in paragraph 10; (v) remove all debris; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) Complete Professional Dry Cleaning
- B. All alterations/improvements made by or caused to be made by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.
- C. **Right to Pre-Move-Out Inspection and Repairs:** (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NTI), or before the end of a lease, Tenant has the right to request that an inspection of the Premises take place prior to termination of the lease or rental (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. (ii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Landlord. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. (iii) Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Landlord prior to termination. Paragraph 29C does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1191 (2), (3) or (4).
33. **BREACH OF CONTRACT; EARLY TERMINATION:** In addition to any obligations established by paragraph 29, in the event of termination by Tenant prior to completion of the original term of the Agreement, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Landlord may withhold any such amounts from Tenant's security deposit.
34. **TEMPORARY RELOCATION:** Subject to local law, Tenant agrees, upon demand of Landlord, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.
35. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Landlord or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Landlord shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.
36. **INSURANCE:** Tenant's or guest's personal property and vehicles are not insured by Landlord, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage. Tenant shall comply with any requirement imposed on Tenant by Landlord's insurer to avoid: (i) an increase in Landlord's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance.
37. **WATERBEDS:** Tenant shall not use or have waterbeds on the Premises unless: (i) Tenant obtains a valid waterbed insurance policy; (ii) Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and (iii) the bed conforms to the floor load capacity of Premises.

Tenant's Initials (LS) (LS)
Copyright © 2001-2012, CALIFORNIA ASSOCIATION OF REALTORS®, INC.
LR REVISED 11/12 (PAGE 4 OF 6)

Landlord's Initials (Tal) (LS)
Reviewed by _____ Date _____



4 of 10

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 4 OF 6)

3/7/13 9:23 AM

000385

MAR-7-2013 11:09 FROM:

TO: 151.05312831

P.5/10

EnvelopePDF.aspx

https://www.docuSign.net/...ember/EnvelopePDF.aspx?showdoc...

341 Homestead Road

Premises, Oakland, CA 94612

Date: March 5, 2013

35. WAIVER: The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

36. NOTICE: Notices may be served at the following address, or at any other location subsequently designated;

Landlord: Walls and Bennett Realtors

Tenant: Diana Rodriguez & Kevin Hennaford

1224 Alameda Road, Suite 302

341 Homestead Road

Walnut Creek, CA 94596

Oakland, CA 94612

Attn: Diana & Kevin

37. TENANT ESTOPPEL CERTIFICATE: Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within 3 days after its receipt. Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

38. REPRESENTATIONS:

A. TENANT REPRESENTATIONS; OBLIGATIONS REGARDING OCCUPANTS; CREDIT: Tenant warrants that all statements in Tenant's rental application are accurate. Landlord requires all occupants 18 years of age or older and all emancipated minors to complete a lease rental application. Tenant acknowledges this requirement and agrees to notify Landlord when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Agreement. Landlord may cancel this Agreement: (i) before occupancy begins; upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report resulting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.

B. LANDLORD REPRESENTATIONS: Landlord warrants, that unless otherwise specified in writing, Landlord is unaware of (i) any recorded Notices of Default affecting the Premises; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

39. MEDIATION:

A. Consistent with paragraphs B and C below, Landlord and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.

B. The following matters are excluded from mediation: (i) an unlawful detainer action; (ii) the filing or enforcement of a mechanic's lien; and (iii) any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.

C. Landlord and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any decision by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.

40. ATTACHED SUPPLEMENTS T.L.C. L.S.

41. C.A.R. FORM: C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.

- 42. OTHER TERMS AND CONDITIONS; SUPPLEMENTS: [] Intercom/Translator Agreement (C.A.R. Form ITA) [] Kovanoff/Lochbox Addendum (C.A.R. Form KLA) [] Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form FLB) [] Landlord in Default Addendum (C.A.R. Form LID)

The following ATTACHED supplements are incorporated in this Agreement:

43. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Agreement, its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California landlord-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

44. AGENCY:

A. CONFIRMATION: The following agency relationship(s) are hereby confirmed for this transaction:

Listing Agent: (Print firm name)

Walls and Bennett Realtors

is the agent of (check one): [x] the Landlord exclusively; or [] both the Landlord and Tenant.

Leasing Agent: (Print firm name)

Walls and Bennett Realtors

(if not same as Listing Agent) is the agent of (check one): [] the Tenant exclusively; or [] the Landlord exclusively; or [] both the Tenant and Landlord.

B. DISCLOSURE: [] (if checked): The term of this lease exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Landlord and Tenant, who each acknowledge its receipt.

45. [] TENANT COMPENSATION TO BROKER: Upon execution of this Agreement, Tenant agrees to pay compensation to Broker as specified in a separate written agreement between Tenant and Broker.

Tenant's initials (L.S.) (D.S.)

Landlord's initials (T.L.C.) ()



MAR-7-2013 11:09 FROM:

TO: 15105312931

P. 6/10

EnvelopePDF.aspx

https://www.docuSign.net/...member/EnvelopePDF.aspx?showdoc...

341 Somerset Road Premises: Oakland, CA 94612 Date: March 5, 2013

- 46. INTERPRETER/TRANSLATOR: The terms of this Agreement have been interpreted for Tenant into the following languages: Landlord and Tenant acknowledge receipt of the attached interpreter/translator agreement (C.A.R. Form ITA).
47. FOREIGN LANGUAGE NEGOTIATION: If this Agreement has been negotiated by Landlord and Tenant primarily in Spanish, Chinese, Tagalog, Korean or Vietnamese, pursuant to the California Civil Code, Tenant shall be provided a translation of this Agreement in the language used for the negotiation.
48. OWNER COMPENSATION TO BROKER: Upon execution of this Agreement, Owner agrees to pay compensation to Broker as specified in a separate written agreement between Owner and Broker (C.A.R. Form LOA).
49. RECEIPT: If specified in paragraph 8, Landlord or Broker, acknowledges receipt of move-in funds.

Landlord and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Landlord should accept; and (f) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

Tenant agrees to rent the Premises on the above terms and conditions.

Tenant Lisa Souza Date 03/05/2013 Address 341 Somerset Road City Oakland State CA Zip 94612 Telephone (510) 678-9277 Fax E-mail lsouza@vnet.com

Tenant Kevan Bennett Date 03/05/2013 Address 341 Somerset Road City Oakland State CA Zip 94612 Telephone (415) 678-2679 Fax E-mail kbennet1@aol.com

GUARANTEE: In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) Date Address City State Zip Telephone Fax E-mail

Landlord agrees to rent the Premises on the above terms and conditions.

Landlord Albert Conal Trust, Florence Conal Trust Date 03/05/2013 Address 1225 Alhambra Road, Suite 202, Walnut Creek, CA 94596 Telephone (925) 716-6416 Fax E-mail conal@alannabennett.com

REAL ESTATE BROKERS: A. Real estate brokers who are not also Landlord under this Agreement are not parties to the Agreement between Landlord and Tenant. B. Agency relationships are confirmed in paragraph 44. C. COOPERATING BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker (Leasing Firm) and Cooperating Broker agrees to accept: (i) the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS; or (ii) (if checked) the amount specified in a separate written agreement between Listing Broker and Cooperating Broker.

Real Estate Broker (Listing Firm) Wells and Bennett Realtors DRE Lic. #00298615 By (Agent) Teri L. Leater DRE Lic. #01368004 Date 03/05/2013 Address 1451 Lakeside Blvd City Oakland State CA Zip 94602 Telephone (510) 531-7000 Fax (510) 531-2031 E-mail teri.leater@wells.com

Real Estate Broker (Leasing Firm) Wells and Bennett Realtors DRE Lic. #00298615 By (Agent) Teri L. Leater DRE Lic. #01368004 Date 03/05/2013 Address 1451 Lakeside Blvd City Oakland State CA Zip 94602 Telephone (510) 531-7000 Fax (510) 531-2031 E-mail teri.leater@wells.com

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY 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. This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by REAL ESTATE BUSINESS SERVICES, INC. a subsidiary of the California Association of REALTORS® 625 South Virginia Avenue, Los Angeles, California 90020

Reviewed by Date



MAR-7-2013 11:10 FROM:

TO: 15105312031

P. 7/10

EnvelopePDF.aspx

https://www.docuSign.net.../EnvelopePDF.aspx?showdoc...



CALIFORNIA ASSOCIATION OF REALTORS®

WATER HEATER AND SMOKE DETECTOR STATEMENT OF COMPLIANCE (C.A.R. Form WHSD, Revised 11/10)

Property Address: 841 Spomer Road, Oakland, CA 94612

NOTE: A seller who is not required to provide one of the following statements of compliance is not necessarily exempt from the obligation to provide the other statement of compliance.

WATER HEATER STATEMENT OF COMPLIANCE

- 1. STATE LAW: California Law requires that all new and replacement water heaters and existing residential water heaters be braced, anchored or strapped to resist falling or horizontal displacement due to earthquake motion.
2. LOCAL REQUIREMENTS: Some local ordinances impose more stringent water heater bracing, anchoring or strapping requirements than does California Law.
3. TRANSFEROR'S WRITTEN STATEMENT: California Health and Safety Code §19211 requires the seller of any real property containing a water heater to certify, in writing, that the seller is in compliance with California State Law.
4. CERTIFICATION: Seller represents that the Property, as of the Close Of Escrow, will be in compliance with Health and Safety Code §19211 by having the water heater(s) braced, anchored or strapped in place, in accordance with those requirements.

Seller/Landlord: Albert Curial Trust (Signature, Print Name, Date 03/05/2013)

Seller/Landlord: Florence Curial Trust (Signature, Print Name, Date)

The undersigned hereby acknowledges receipt of a copy of this document.

Buyer/Tenant: Nina Sourlyva (Signature, Print Name, Date 03/05/2013)

Buyer/Tenant: Kevin Hankfield (Signature, Print Name, Date 03/05/2013)

SMOKE DETECTOR STATEMENT OF COMPLIANCE

- 1. STATE LAW: California Law requires that (i) every single-family dwelling and factory built housing unit sold on or after January 1, 1988, must have an operable smoke detector...
2. LOCAL REQUIREMENTS: Some local ordinances impose more stringent smoke detector requirements than does California Law.
3. TRANSFEROR'S WRITTEN STATEMENT: California Health and Safety Code §19113.8(b) requires every transferor of any real property containing a single-family dwelling...
4. EXCEPTIONS: Generally, a written statement of smoke detector compliance is not required for transactions for which the Seller is exempt from providing a transfer disclosure statement.
5. CERTIFICATION: Seller represents that the Property, as of the Close Of Escrow, will be in compliance with the law by having operable smoke detector(s) approved and listed by the State Fire Marshal...

Seller/Landlord: Albert Curial Trust (Signature, Print Name, Date 03/05/2013)

Seller/Landlord: Florence Curial Trust (Signature, Print Name, Date)

The undersigned hereby acknowledge(s) receipt of a copy of this Water Heater and Smoke Detector Statement of Compliance.

Buyer/Tenant: Nina Sourlyva (Signature, Print Name, Date 03/05/2013)

Buyer/Tenant: Kevin Hankfield (Signature, Print Name, Date 03/05/2013)

The copyright laws of the United States (Title 17 U.S.C.) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright © 1991-2010 CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, INC. a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS® 826 South Vitell Avenue, Los Angeles, California 90020 WHSD REVISID 11/10 (PAGE 1 OF 1)

Reviewed by _____ Date _____



WATER HEATER AND SMOKE DETECTOR STATEMENT OF COMPLIANCE (WHSD PAGE 1 OF 1)

Agents: Teri L. Loster Phone: 510.466.7202 Fax: 510.581.2031 Prepared using zipForm® software
Broker: Wolf and Bennett Realtors 1481 Leimert Blvd Oakland, CA 94602 3/7/13 9:23 AM

MAR-7-2013 11:11 FROM:

TO: 1510531.2031

P. 8/10

EnvelopePDF.aspx

https://www.docuSign.net/jmbor/EnvelopePDF.aspx?showdoc...



CALIFORNIA ASSOCIATION OF REALTORS

LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE, ACKNOWLEDGMENT AND ADDENDUM For Pre-1978 Housing Sales, Leases, or Rentals (C.A.R. Form FLD, Revised 11/10)

The following terms and conditions are hereby incorporated in and made a part of the: [] California Residential Purchase Agreement, [X] Residential Lease or Month-to-Month Rental Agreement, or [] Other:

dated March 5, 2013, on property known as 341 Somerset Road, Oakland, CA 94611 ("Property") in which Lisa Gornikva, Kevin Benaffield is referred to as Buyer or Tenant and Albert Curial Trust, Florence Curial Trust is referred to as Seller or Landlord.

LEAD WARNING STATEMENT (SALE OR PURCHASE) Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning...

LEAD WARNING STATEMENT (LEASE OR RENTAL) Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly.

EPA'S LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE: The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards.

1. SELLER'S OR LANDLORD'S DISCLOSURE

I (we) have no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following:

I (we) have no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing other than the following, which, previously or as an attachment to this addendum, have been provided to Buyer or Tenant:

I (we), previously or as an attachment to this addendum, have provided Buyer or Tenant with the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety."

For Sales Transactions Only: Buyer has 10 days, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

Seller of Landlord Albert Curial Trust Date 03/05/2013

Seller of Landlord Florence Curial Trust Date

This copyright law of the United States (Title 17 U.S. Code) forbids the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright © 1999-2010, CALIFORNIA ASSOCIATION OF REALTORS, INC. ALL RIGHTS RESERVED. FLD REVISED 11/10 (PAGE 1 OF 2)

Buyer's/Tenant's initials (LS) (JL) Reviewed by Date



LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE (FLD PAGE 1 OF 2)

Agent Teri L. Loefer Phone 510.408.7262 Fax 510.531.2031 Prepared using zipForm® 3/7/13 9:23 AM

MAR-7-2013 11:11 FROM:

TO: 15105312831

P. 9/10

DocuSign Envelope ID: F4A2000F-070F-4100-80B2-00A7A0E1
EnvelopePDF.aspx

https://www.docuSign.net/.../EnvelopePDF.aspx?showdoc...

341 Homewood Road
Property Address: Oakland, CA, 94611

Date March 5, 2013

2. LISTING AGENT'S ACKNOWLEDGMENT

Agent has informed Seller or Landlord of Seller's or Landlord's obligations under §42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

Wells and Bennett Realtor

(Please Print) Agent (Broker representing Seller or Landlord)

By

Associate-Licensee or Broker Signature
Wendy E. Lester

03/05/2013

Date

3. BUYER'S OR TENANT'S ACKNOWLEDGMENT

I (we) have received copies of all information listed, if any, in 1 above and the pamphlet "Protect Your Family From Lead in Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety." If delivery of any of the disclosures or pamphlet referenced in paragraph 1 above occurs after Acceptance of an offer to purchase, Buyer has a right to cancel pursuant to the purchase contract, if you wish to cancel, you must act within the prescribed period.

For Sales Transactions Only: Buyer acknowledges the right for 10 days, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; OR, (if checked) Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

[Signature]
Buyer or Tenant
Lisa Scamly

03/05/2013
Date

[Signature]
Buyer or Tenant
Kevin Benfield

03/05/2013
Date

4. COOPERATING AGENT'S ACKNOWLEDGMENT

Agent has informed Seller or Landlord, through the Listing Agent if the property is listed, of Seller's or Landlord's obligations under §42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

Wells and Bennett Realtor
Agent (Broker obtaining the Offer)

By

Associate-Licensee or Broker Signature
Wendy E. Lester

03/05/2013

Date

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY 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.
This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®, REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Copyrighted by
REAL ESTATE BUSINESS SERVICES, INC.
a subsidiary of the California Association of REALTORS®
620 South Vine Avenue, Los Angeles, California 90020
FLD REVISION 11/10 (PAGE 2 OF 2)

Reviewed by _____ Date _____



MAR-7-2013 11:12 FROM:

TO: 15105312831

P. 10/10

EnvelopePDF.aspx

https://www.docuSign.net/Member/EnvelopePDF.aspx?showdoc...

CH • 070105

I have received a copy of the following booklet from the Broker(s) in this transaction: "Combined Hazards Book" a combination of "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants" including toxic mold, "Protect Your Family From Lead in Your Home", and "The Homeowner's Guide to Earthquake Safety" including natural gas safety.

Property Address: _____

Date: _____

Buyer/Seller Signature: _____

Selling Broker: _____

Selling Agent: _____

Time: _____

Buyer/Seller Printed Name: _____

Listing Broker: _____

Listing Agent: _____

TO WHOM IT MAY CONCERN

CH • 070105

I have received a copy of the following booklet from the Broker(s) in this transaction: "Combined Hazards Book" a combination of "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants" including toxic mold, "Protect Your Family From Lead in Your Home", and "The Homeowner's Guide to Earthquake Safety" including natural gas safety.

Property Address: 341 Somerset Road, Carbond, CA 95611

Date: 3/6/2013

Buyer/Seller Signature: [Signature]

Selling Broker: Wells & Powell Realtors

Selling Agent: [Signature]

Time: _____

Buyer/Seller Signature: _____

Buyer/Seller Printed Name: _____

Listing Broker: _____

Listing Agent: _____

#15.00 CREDIT CHECK FEE



CALIFORNIA ASSOCIATION OF REALTORS®

APPLICATION TO RENT/SCREENING FEE (C.A.R. Form LRA, Revised 4/03)

I. APPLICATION TO RENT

THIS SECTION TO BE COMPLETED BY APPLICANT. A SEPARATE APPLICATION TO RENT IS REQUIRED FOR EACH OCCUPANT 18 YEARS OF AGE OR OVER, OR AN EMANCIPATED MINOR.

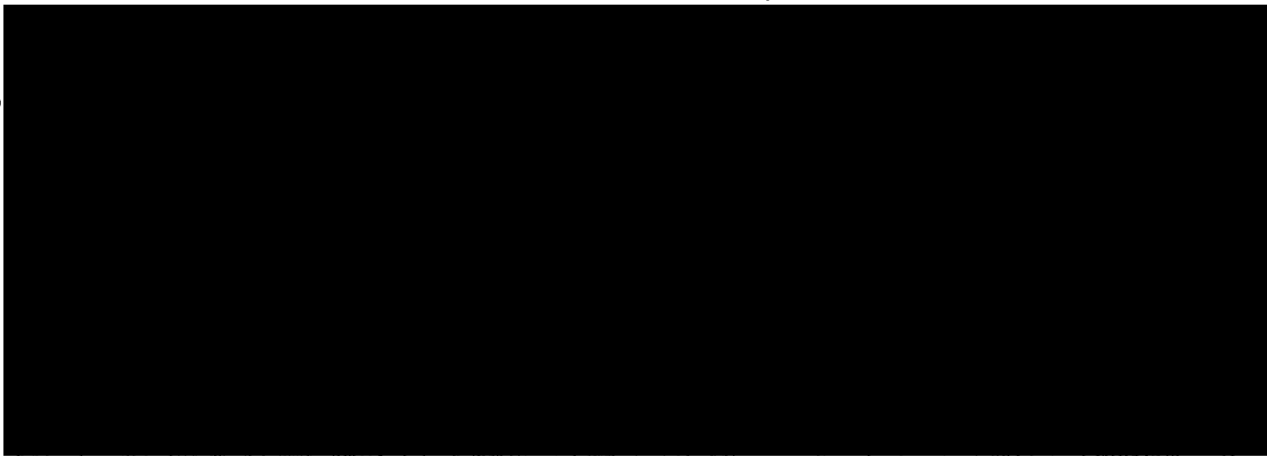
Applicant is completing Application as a (check one) tenant tenant with co-tenant(s) or guarantor/co-signor. Total number of applicants _____

PREMISES INFORMATION

Application to rent property at 341 Somerset Road ("Premises")
Rent: \$ 1,200 per MONTH Proposed move-in date ASAP

PERSONAL INFORMATION

FULL NAME OF APPLICANT Lisa Sourina
Social Security No. _____ Driver's License No. _____ State CA Expires 07-18-2014
Phone Number: Home _____ Work (415) 332-_____ Other Cell Phone: (510) 610-_____
Email L.Sourina@_____
Name(s) of all other proposed occupant(s) and relationship to applicant _____
Pet(s) or service animals (number and type) None
Auto: Make Toyota Model Prius Year 2011 License No. _____ State CA Color Gray
Other vehicle(s): _____
In case of emergency, person to notify Kevin Benefield Relationship Boyfriend
Address 1 Southwood Court, Oakland, CA 94611 Phone (415) 672-_____
Does applicant or any proposed occupant plan to use liquid-filled furniture? No Yes Type _____
Has applicant been a party to an unlawful detainer action or filed bankruptcy within the last seven years? No Yes
If yes, explain _____
Has applicant or any proposed occupant ever been convicted of or pleaded no contest to a felony? No Yes
If yes, explain _____
Has applicant or any proposed occupant ever been asked to move out of a residence? No Yes
If yes, explain _____



The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright © 1991-2003, CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED. LRA REVISED 4/03 (PAGE 1 OF 2)

Applicant's Initials (_____) (_____)
Reviewed by _____ Date _____



APPLICATION TO RENT/SCREENING FEE (LRA PAGE 1 OF 2)

Agent: WB Agent Phone: (610) 631 7000 Fax: (610) 631 2831 Prepared using WINForms® software
Broker: Wells & Bennett Realtors 1451 Leimert Blvd, Oakland CA 94602

\$15.00 CREDIT CHECK FEE



CALIFORNIA ASSOCIATION OF REALTORS®

APPLICATION TO RENT/SCREENING FEE (C.A.R. Form LRA, Revised 4/03)

I. APPLICATION TO RENT

THIS SECTION TO BE COMPLETED BY APPLICANT. A SEPARATE APPLICATION TO RENT IS REQUIRED FOR EACH OCCUPANT 18 YEARS OF AGE OR OVER, OR AN EMANICIPATED MINOR.

Applicant is completing Application as a (check one) tenant tenant with co-tenant(s) or guarantor/co-signor.

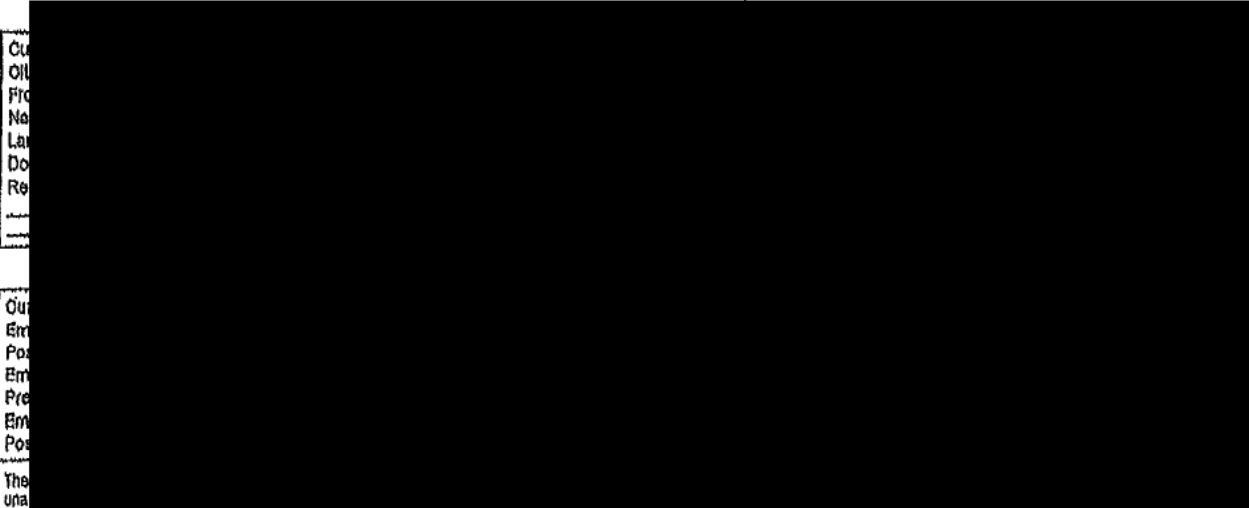
Total number of applicants _____

PREMISES INFORMATION

Application to rent property at 341 Somerset Road ("Premises")
Rent: \$ 1,200 per MONTH Proposed move-in date ASAP

PERSONAL INFORMATION

FULL NAME OF APPLICANT LISA SOURINO
Social Security No. _____ Driver's License No. _____ State CA Expires 07-18-2014
Phone Number: Home _____ Work (415) 332-_____ Other Cell Phone: (510) 610-_____
Email L.Sourino@_____
Name(s) of all other proposed occupant(s) and relationship to applicant _____
Pet(s) or service animals (number and type) NONE
Auto: Make Toyota Model Prius Year 2011 License No. _____ State CA Color Gray
Other vehicle(s): _____
In case of emergency, person to notify Kevin Benefield Relationship Boyfriend
Address 1 Southwood Court, Oakland, CA 94611 Phone (_____) _____
Does applicant or any proposed occupant plan to use liquid-filled furniture? No Yes Type _____
Has applicant been a party to an unlawful detainer action or filed bankruptcy within the last seven years? No Yes
If yes, explain _____
Has applicant or any proposed occupant ever been convicted of or pleaded no contest to a felony? No Yes
If yes, explain _____
Has applicant or any proposed occupant ever been asked to move out of a residence? No Yes
If yes, explain _____



Copyright © 1991-2003, CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED.
LRA REVISED 4/03 (PAGE 1 OF 2)

Applicant's Initials (_____) (_____)
Reviewed by _____ Date _____

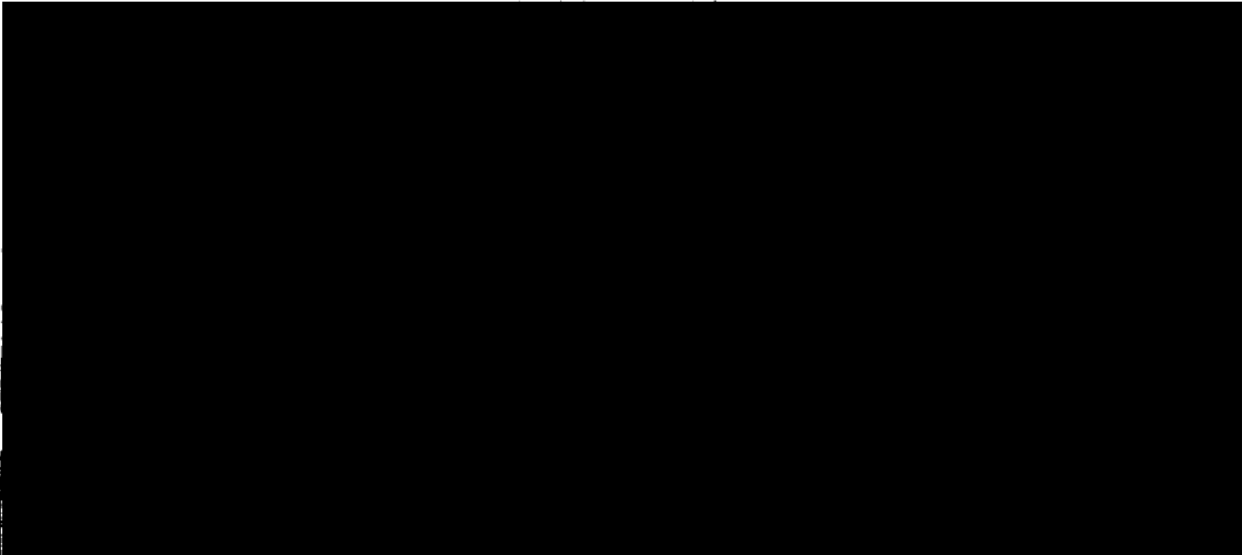


APPLICATION TO RENT/SCREENING FEE (LRA PAGE 1 OF 2)

Agent: WB Agent Phone: (510) 531 7000 Fax: (510) 881 2031 Prepared using WINForms® software
Broker: Wells & Bennett Realtors 1461 Leimert Blvd, Oakland, CA 94602

Property Address: 2. 341 Somerset Road

Date: 02/25/2013



Applicant understands and agrees: (I) this is an application to rent only and does not guarantee that applicant will be offered the Premises; and (II) Landlord or Manager or Agent may accept more than one application for the Premises and, using their sole discretion, will select the best qualified applicant.

Applicant represents the above information to be true and complete, and hereby authorizes Landlord or Manager or Agent to: (I) verify the information provided; and (II) obtain credit report on applicant.

If application is not fully completed, or received without the screening fee: (I) the application will not be processed, and (II) the application and any screening fee will be returned.

Applicant John Jennings Date 02/25/2013 Time 1:00 pm

Return your completed application and any applicable fee not already paid to:
Address _____ City _____ State _____ Zip _____

II. SCREENING FEE

THIS SECTION TO BE COMPLETED BY LANDLORD, MANAGER OR AGENT.

Applicant has paid a nonrefundable screening fee of \$ _____, applied as follows: The screening fee may not exceed \$30.00 (adjusted annually from 1-1-98 commensurate with the increase in the Consumer Price Index.)

\$ _____ for credit reports prepared by _____;

\$ _____ for _____ (other out-of-pocket expenses); and

\$ _____ for processing.

The undersigned has read the foregoing and acknowledges receipt of a copy.

Applicant Signature _____ Date _____

The undersigned has received the screening fee indicated above.

Landlord or Manager or Agent Signature _____ Date _____

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY 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. This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®, REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.



Published by the California Association of REALTORS®

LRA REVISED 4/08 (PAGE 2 OF 2)

Reviewed by _____ Date _____



APPLICATION TO RENT/SCREENING FEE (LRA PAGE 2 OF 2)

Smart Leasing



benefield,kevin 562159656;CA-1 southwood court/oakland CA 94611;VERIFY;VERIFY-Y2;J2;PSUM;RM-F;H-N;

PAGE 1 DATE 2-27-2013 TIME 17:33:52 V601 TCA2

----- FRAUD SHIELD SUMMARY -----

INPUT SSN ISSUED 1971-1973
HIGH PROBABILITY SSN BELONGS TO ANOTHER
FROM 11-01-12 INQ COUNT FOR SSN=0
FROM 11-01-12 INQ COUNT FOR ADDRESS=0

***** NO RECORD FOUND - TRY SOCIAL SEARCH FOR ADDITIONAL INFORMATION *****

END --- EXPERIAN

2/27/2013

000395

\$15.00 CREDIT CHECK FEE



CALIFORNIA ASSOCIATION OF REALTORS®

APPLICATION TO RENT/SCREENING FEE (C.A.R. Form LRA, Revised 4/03)

I. APPLICATION TO RENT

THIS SECTION TO BE COMPLETED BY APPLICANT. A SEPARATE APPLICATION TO RENT IS REQUIRED FOR EACH OCCUPANT 18 YEARS OF AGE OR OVER, OR AN EMANCIPATED MINOR.

Applicant is completing Application as a (check one) tenant tenant with co-tenant(s) or guarantor/co-signor.

Total number of applicants _____

PREMISES INFORMATION

Application to rent property at 341 SOMERSET ROAD ("Premises") Rent: \$ 1,200 per MONTH Proposed move-in date ASAP

PERSONAL INFORMATION

FULL NAME OF APPLICANT KEVIN W. BENAFIELD Social Security [redacted] Driver's license No. [redacted] State CA Expires 12-2016 Phone Number: Home [redacted] Work [redacted] Other 415 [redacted] Email KBENAFIELD@GMAIL.COM Name(s) of all other proposed occupant(s) and relationship to applicant Pet(s) or service animals (number and type) N/A Auto: Make 2009 Model TOYOTA Year License No. 6G [redacted] State CA Color Beige Other vehicle(s): In case of emergency, person to notify LISA SOURINA Relationship PARTNER Address Phone 510 [redacted] Does applicant or any proposed occupant plan to use liquid-filled furniture? [X] No [] Yes Type Has applicant been a party to an unlawful detainer action or filed bankruptcy within the last seven years? [X] No [] Yes If yes, explain Has applicant or any proposed occupant ever been convicted of or pleaded no contest to a felony? [X] No [] Yes If yes, explain Has applicant or any proposed occupant ever been asked to move out of a residence? [X] No [] Yes If yes, explain

Current address City/State From Name of Landlord/ Do you own Reason for

Current address Employer's Position on Employment Previous Employer's Position on

The copyright in this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright © 1991-2008, CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED.

LRA REVISED 4/03 (PAGE 1 OF 2)

Applicant's Initials ([Signature])

Reviewed by _____ Date _____



APPLICATION TO RENT/SCREENING FEE (LRA PAGE 1 OF 2)

Agent: WB Agent Phone: (510) 631 7000 Fax: (510) 631 2831 Prepared using WINForms® software Broker: Wells & Bennett Realtors 1461 Lakeside Blvd, Oakland CA 94602

Property Address: _____

Date: 2.26.2013

CREDIT INFORMATION

N/A

N/A

Name
Phone
Name
Phone

Name
Phone
Name
Phone

Apploa
Promle

will select the best qualified applicant.

Applicant represents the above information to be true and complete, and hereby authorizes Landlord or Manager or Agent to: (i) verify the information provided; and (ii) obtain credit report on applicant.

If application is not fully completed, or received without the screening fee: (i) the application will not be processed, and (ii) the application and any screening fee will be returned.

Applicant [Signature] Date 2.26.2013 Time 5:00 PM

Return your completed application and any applicable fee not already paid to:
Address _____ City _____ State _____ Zip _____

II. SCREENING FEE

THIS SECTION TO BE COMPLETED BY LANDLORD, MANAGER OR AGENT.

Applicant has paid a nonrefundable screening fee of \$ _____, applied as follows: The screening fee may not exceed \$30.00 (adjusted annually from 1-1-98 commensurate with the increase in the Consumer Price Index.)

\$ _____ for credit reports prepared by _____;
\$ _____ for _____ (other out-of-pocket expenses); and
\$ _____ for processing.

The undersigned has read the foregoing and acknowledges receipt of a copy.

Applicant Signature _____ Date _____

The undersigned has received the screening fee indicated above.

Landlord or Manager or Agent Signature _____ Date _____

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY 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.
This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®, REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.



Published by the
California Association of REALTORS®

LRA REVISED 4/08 (PAGE 2 OF 2)

Reviewed by _____ Date _____



APPLICATION TO RENT/SCREENING FEE (LRA PAGE 2 OF 2)

Smart Leasing

000397



souriya,lisa 537901533;CA-1 southwood ct/oakland 94611;VERIFY/VERIFY-Y2/J2;PSUM;RM-P;H-N;

PAGE 1 DATE 2-27-2013 TIME 17:35:34 V801 TCA2

LISA SOURIYA



SS: [REDACTED]
YOB: [REDACTED]

E: LEADERS IN COMMUNITY A
594 HOWARD STREET
SAN FRANCISCO CA 94105
RPTD: 10-08 TO 12-11 U

----- FRAUD SHIELD SUMMARY -----
INPUT SSN ISSUED 1981-1983
FROM 11-01-12 INQ COUNT FOR SSN=0
FROM 11-01-12 INQ COUNT FOR ADDRESS=0

----- PROFILE SUMMARY -----
PUBLIC RECORDS-----0 PAST DUE AMT-----\$0 INQUIRIES---3 CNT 00/00/00/00
INST/OTH BAL-----\$5,265 SCH/EST PAY-----\$333 INQS/6 MO---0 SATHS ACCTS---11
R ESTATE BAL-----N/A R ESTATE PAY-----N/A TRADELINE---11 NOW DEL/DRG---0
TOT REV BAL-----\$1,010 TOT REV AVAIL-----96% PAID ACCT---6 WAS DEL/DRG---0
OLD TRADE---3-01

----- SCORE SUMMARY -----
FICO RISK SCORE 2 = 822 SCORE FACTORS: 06, 14, 05

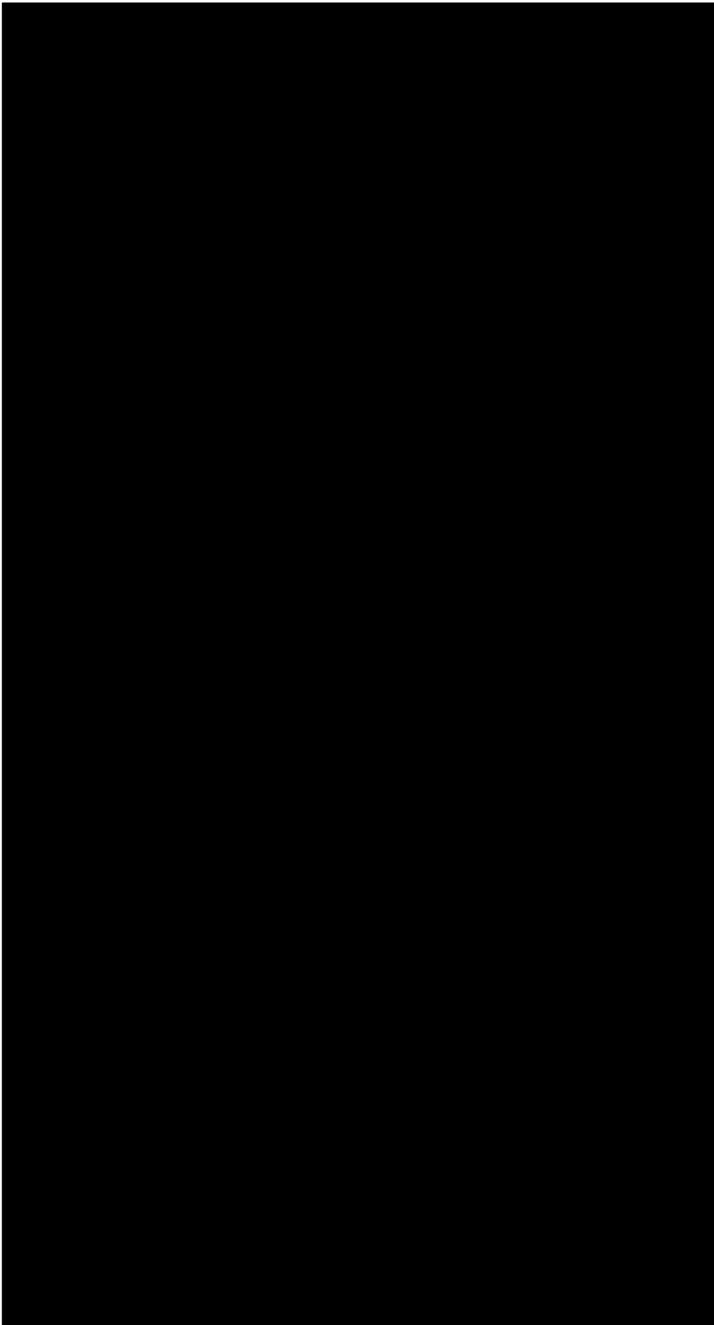
----- TRADES -----
SUBSCRIBER OPEN AMT-TYP1 AMT-TYP2 ACCTCOND PYMT STATUS
SUB# KOB TYP TRM ECOA BALDATE BALANCE PYMT LEVEL MOS REV PYMT HISTORY
ACCOUNT # LAST PD MONTH PAY PAST DUE MAXIMUM BY MONTH

ACCOUNT #	OPEN	AMT-TYP1	AMT-TYP2	ACCTCOND	PYMT STATUS
[REDACTED]				CLOSED	CURR ACCT
			11-12	(86)	BBBBBBBBBBBBBB
					BBBBBBBBBBBBBB
[REDACTED]				CLOSED	CURR ACCT
			10-09	(23)	B00000000000-
					-----C

2/27/2013

000398

PAGE 2 DATE 2-27-2013 TIME 17:35:34 V801 TCA2



AMT-TYP2	ACCTCOND	PYMT STATUS
PYMT LEVEL	MOS REV	PYMT HISTORY
PAST DUE	MAXIMUM	BY MONTH
7-09	PAID (13)	CURR ACCT B00000000000
\$36-H 9-08	PAID (84)	CURR ACCT B00000000000 000000000000
8-06	PAID (37)	CURR ACCT B00000000000C0 0000000000C0
8-05	PAID (20)	CURR ACCT B00000000000C0 0000000000C0
\$2,919-H 2-13	OPEN (99)	CURR ACCT CCCCCCCCCCCC CCCCCCCCCCCC
\$319-H 2-13	OPEN (72)	CURR ACCT 000000000000 000000000000
\$1,110-H 2-13	OPEN (49)	CURR ACCT 000000000000 0000000000--
1-13	OPEN (15)	CURR ACCT CCCCCCCCCCCC CC
1-13	OPEN (71)	CURR ACCT 000000000000 000000000000

2/27/2013

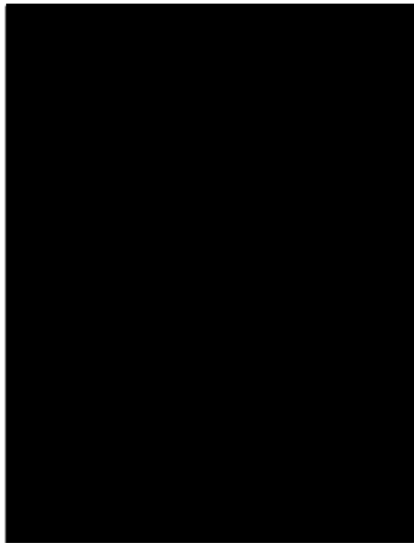
000399

PAGE 3 DATE 2-27-2013 TIME 17:35:34 V801 TCA2

----- INQUIRIES -----
 TOYOTA MOTOR CREDIT 11-11-11 1631040 FA AUL
 NCCINC/DOWNTOWN AUTO C 11-10-11 7962103 AN UNK AUT
 NCCINC/TOYOTA MARIN 9-18-11 5960805 AN UNK AUT

END -- EXPERIAN

DIRECT CHECK

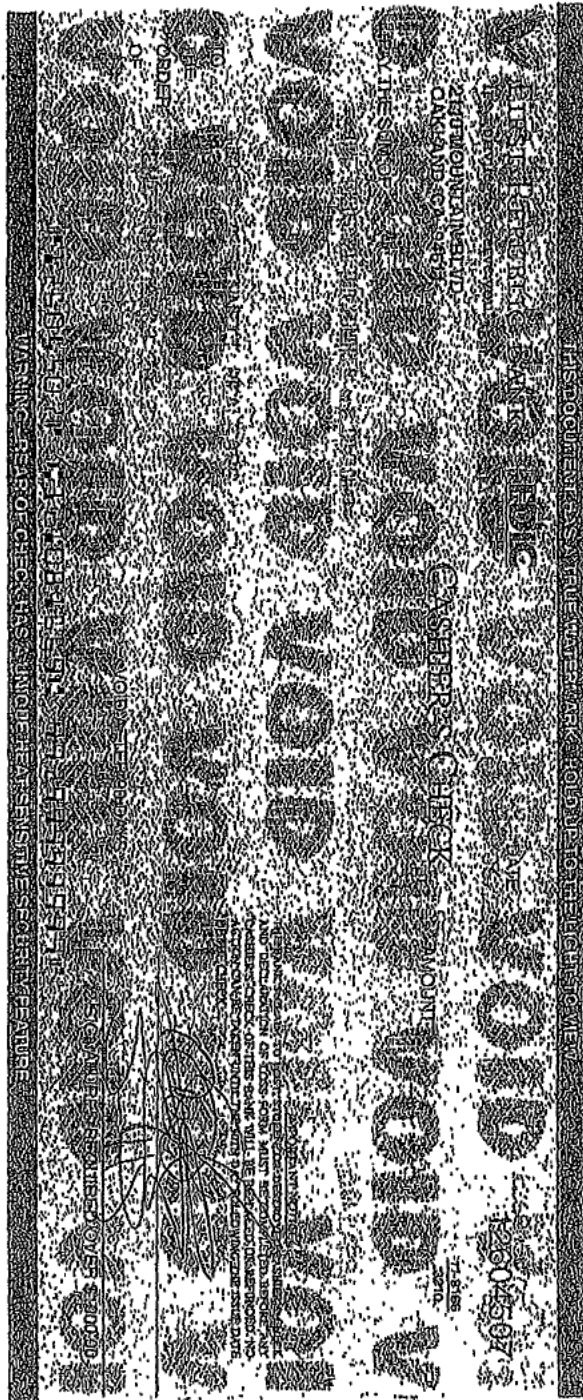
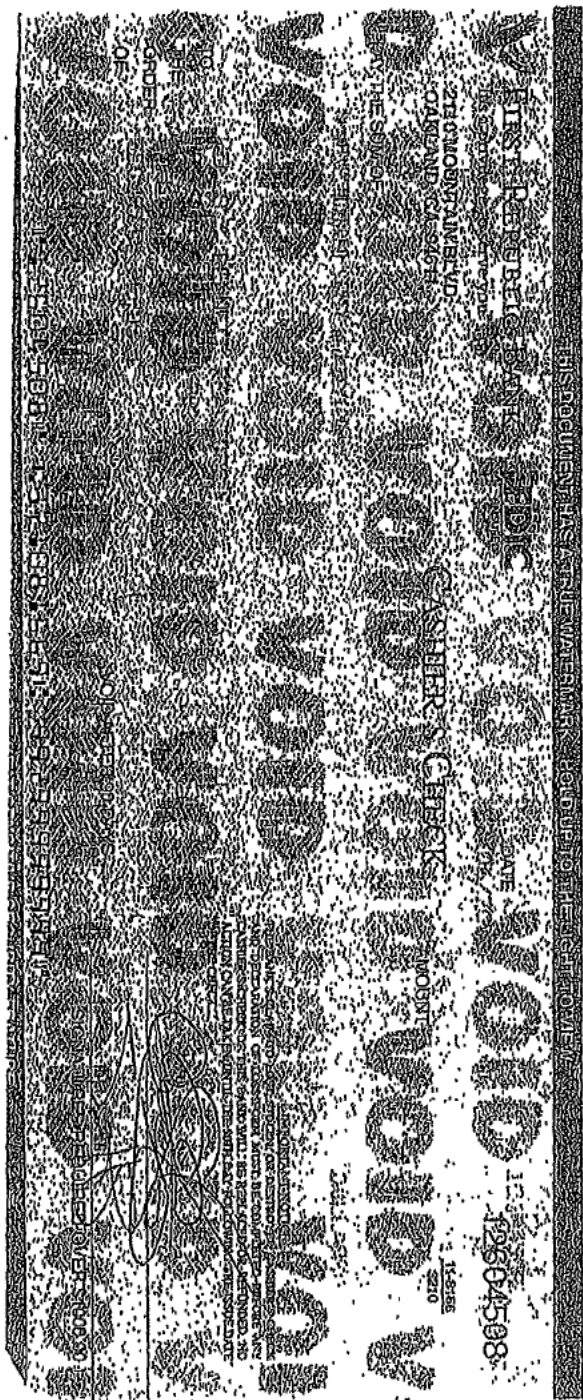


TELEPHONE	ADDRESS	CITY	ST ZIP
800.243.6552	9111 DUKE BLVD	MASON	OH 45040
	PO BOX 982235	EL PASO	TX 79998
	PO BOX 982235	EL PASO	TX 79998
BYMAILONLY	PO BOX 6497	STIOUX FALLS	SD 57117
BYMAILONLY	PO BOX 6241	STIOUX FALLS	SD 57117
877.222.6868	PO BOX 965005	ORLANDO	FL 32896
800.243.6552	9111 DUKE BLVD	MASON	OH 45040
800.200.5299	4145 BROADWAY AUTO R	OAKLAND	CA 94611
415.460.6800	445 FRANCISCO BLVD E	SAN RAFAEL	CA 94901
800.935.4210	PO BOX 6565	ENGLEWOOD	CO 80155
800.279.9032	4000 EXECUTIVE PKWY	SAN RAMON	CA 94583
925.830.8200	4000 EXECUTIVE PKWY	SAN RAMON	CA 94583
800.642.4720	PO BOX 14517	DES MOINES	IA 50306
BYMAILONLY	PO BOX 6497	STIOUX FALLS	SD 57117

END --- EXPERIAN DIRECT CHECK

2/27/2013

000400





CALIFORNIA ASSOCIATION OF REALTORS®

NOTICE OF CHANGE IN TERMS OF TENANCY (C.A.R. Form CTT, Revised 11/11)

To: Lisa Souriya, Kevin Bonaffeld ("Tenant") and any other occupant(s) in possession of the premises located at: (Street Address) 341 Somerset Road (Unit/Apartment #) (City) Oakland (State) Ca (Zip Code) 94611 ("Premises").

YOUR TENANCY IN THE PREMISES IS CHANGED AS FOLLOWS: Unless otherwise provided, the change shall take effect 30 days from service of this Notice or on August 1, 2015, whichever is later.

All other terms and conditions of your tenancy shall remain unchanged.

1. Rent shall be \$ 1,245.83 per month. (NOTE: Pursuant to California Civil Code § 827, if the change increases the rent to an amount that exceeds any rental payment charged during the last 12 months by more than 10%, then the change shall take effect 60 days from service of this Notice or on August 1, 2015, whichever is later.)

2. Security deposit shall be increased by \$

3. Other:

Landlord Wells and Bennett Realtors Date June 17, 2015 (Owner or Agent)

Tenant acknowledges receipt of this notice of change in terms of tenancy.

Tenant Lisa Souriya Date

Tenant Kevin Bonaffeld Date

4. DELIVERY OF NOTICE/PROOF OF SERVICE:

This Notice was served by Wells and Bennett Realtors, on June 17, 2015 (date) in the following manner: (if mailed, a copy was mailed at 1225 Alpine Road #202, Walnut Creek, Ca. 94595 (Location))

- A. Personal service. A copy of the Notice was personally delivered to the above named Tenant.
B. Substituted service. A copy of the Notice was left with a person of suitable age and discretion at the Tenant's residence or usual place of business and a copy was mailed to the Tenant at the Premises.
C. Post and mail. A copy of the Notice was affixed to a conspicuous place on the Premises and a copy was mailed to the Tenant at the Premises.
D. [X] Mail. This Notice was mailed to Tenant at the Premises.

(Signature of person serving Notice) Michele Jensen Date June 17, 2015 (Date)

Michele Jensen (Print Name)

(Keep a copy for your records.)

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright © 1991-2011, CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY 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. This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, INC. a subsidiary of the California Association of REALTORS® 825 South Virgil Avenue, Los Angeles, California 90020

Reviewed by Date



CTT REVISED 11/11 (PAGE 1 OF 1)

NOTICE OF CHANGE IN TERMS OF TENANCY (CTT PAGE 1 OF 1)

NOTICE OF CHANGE IN TERMS OF TENANCY
(C.A.R. Form CTT, Revised 11/11)

To: Lisa Souriya, Kevin Benafield ("Tenant")
and any other occupant(s) in possession of the premises located at:
(Street Address) 341 Somerset Road (Unit/Apartment #) _____
(City) Oakland (State) CA (Zip Code) 94611 ("Premises").

YOUR TENANCY IN THE PREMISES IS CHANGED AS FOLLOWS: Unless otherwise provided, the change shall take effect 30 days from service of this Notice or on May 1, 2014, whichever is later. All other terms and conditions of your tenancy shall remain unchanged.

- Rent shall be \$ 1,225.00 per month.
(NOTE: Pursuant to California Civil Code § 827, if the change increases the rent to an amount that exceeds any rental payment charged during the last 12 months by more than 10%, then the change shall take effect 60 days from service of this Notice or on _____, whichever is later.)
- Security deposit shall be increased by \$ _____.
- Other: Note: Allowable rent increase per the City of Oakland is 2.1% from July 1, 2013-July 1, 2014.

Landlord Albert Cunial Trust, Florence Cunial Trust Date March 28, 2014
(Owner or Agent) Agent for Owners

Tenant acknowledges receipt of this notice of change in terms of tenancy.

Tenant Lisa Souriya Date _____
Tenant Kevin Benafield Date _____

4. DELIVERY OF NOTICE/PROOF OF SERVICE:

This Notice was served by _____, on _____ (date)
in the following manner: (if mailed, a copy was mailed at _____ (Location))

- A. Personal service. A copy of the Notice was personally delivered to the above named Tenant.
- B. Substituted service. A copy of the Notice was left with a person of suitable age and discretion at the Tenant's residence or usual place of business and a copy was mailed to the Tenant at the Premises.
- C. Post and mail. A copy of the Notice was affixed to a conspicuous place on the Premises and a copy was mailed to the Tenant at the Premises.
- D. Mail. This Notice was mailed to Tenant at the Premises.

Jon Rosato Date March 28, 2014
(Signature of person serving Notice) (Date)
Jon Rosato
(Print Name)

(Keep a copy for your records.)

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright © 1991-2011, CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY 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. This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, INC.
a subsidiary of the California Association of REALTORS®
825 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____



CTT REVISED 11/11 (PAGE 1 OF 1)

NOTICE OF CHANGE IN TERMS OF TENANCY (CTT PAGE 1 OF 1)

Agent: Jon Rosato Phone: (925) 746-6416 Fax: (925) 938-4912 Prepared using zipForm® software
Broker: Wells & Bennett REALTORS, 1226 Alpine Road // 202 Walnut Creek, CA 94606



CITY OF OAKLAND

P.O. BOX 70243, OAKLAND, CALIFORNIA 94612-0243

Community and Economic Development Agency
Rent Adjustment Program

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

NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM

The City of Oakland has a Residential Rent Adjustment Program ("RAP") (Chapter 8.22 of the Oakland Municipal Code) that covers most residential rental units built before 1983. It does not apply to units rented under section 8, most single family dwellings and condominiums and some other types of units. For more information on which units are covered, call the RAP office. This Program limits rent increases and some changes in terms of tenancy for covered residential rental property in Oakland.

You have a right to file a petition with the RAP to contest a rent increase that is greater than the annual general rent increase (the CPI increase). A landlord can increase rent more than the CPI rate, but with some limits, for: capital improvements, operating expense increases, debt service, and deferred annual rent increases. You can also complain about other violations of the Rent Adjustment Ordinance. The landlord must provide you with a written summary of the reasons for any increase greater than the CPI rate if you request one in writing.

If there is a decrease in the housing services provided to you, this may be considered an increase in your rent. A decrease in housing service includes substantial problems with the condition of a unit.

To contest a rent increase, you must file a petition with the RAP using the Rent Program's form, within sixty (60) days after first receiving written notice of the RAP or within sixty (60) days of receiving a notice of rent increase or change in terms of tenancy, whichever is later. You can obtain information and the petition forms from the Rent Adjustment Program office or online at <http://www.oaklandnet.com/government/hcd/rentboard/tenant.html>

If you contest a rent increase, you must pay your rent, with the contested increase, until you file a petition. After you file your petition, you may pay only the portion of the increase due to the CPI Rent Adjustment percentage if the CPI increase amount has been stated on the notice of rent increase. If it has not been stated separately, you may pay only the rent you were paying before the notice of rent increase. If the increase is approved and you did not pay the increase as noticed, you will owe the amount of the increase retroactive to the date it would have been effective under the notice.

Eviction controls are in effect in the City of Oakland (the Just Cause for Eviction Ordinance, O.M.C. 8.22.200, et seq.). You cannot be arbitrarily evicted if your rental unit is covered by the Just Cause for Eviction Ordinance. For more information call the Rent Adjustment Office.

Oakland charges landlords a Rent Program Service Fee of \$30 per unit per year. If the landlord pays the fee on time, the landlord is entitled to get half of the fee (\$15) per unit from you. The \$15 you pay for the annual fee is not part of the rent.

The Nuisance Eviction Ordinance (O.M.C. Chapter 8.23) may require that a tenant who commits or permits certain illegal acts in the Rental Unit or on the land on which the unit is located or in the common areas of the rental complex must be evicted. If the owner does not evict, the City Attorney may do so.

TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit 341, the unit you plan 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 the tenant's building, attach a list of units in which smoking is permitted.)
- Smoking is PROHIBITED in all common areas, both indoors and outdoors.
- There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at _____

I received a copy of this notice on _____



此份屋崙 (奧克蘭) 市租崙權利通知崙附有中文版本。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.

Bản Thông Báo quyền lợi của người thuê nhà trong Oakland này cũng có bản tiếng Việt. Nếu cần một bản sao, xin gọi (510) 238-3721.

WELLS & BENNETT

REAL ESTATE EXPERTISE SINCE 1924

November 20, 2015

Lisa Souriya
Kevin Benafield
341 Somerset Road
Oakland, Ca. 94611

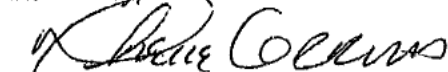
Dear Lisa and Kevin:

This letter is to notify you that effective January 1, 2016, your monthly rent will be increased by \$20.82.

Accordingly, your new rent will be \$1,245.82 per month, all other terms and conditions will remain the same.

If you have any questions regarding this matter, please do not hesitate to contact me at 510-485-7296.

Sincerely,



Michelle Correa

Wells and Bennett Realtors

WELLS & BENNETT

REAL ESTATE EXPERTISE SINCE 1924

November 1, 2016

Lisa Souriya
Kevin Benafield
341 Somerset Road
Oakland, Ca. 94611

Dear Lisa and Kevin:

This letter is to notify you that effective January 1, 2017, your monthly rent will be increased by \$24.91.

Accordingly, your new rent will be \$1,270.73, all other terms and conditions will remain the same.

If you have any questions regarding this matter, please do not hesitate to contact me at 510-485-7296.

Sincerely,



Michelle Correa

Wells and Bennett Realtors

510-485-7296 510-531-7000
1451 Leimert Blvd Oakland CA 94602
mcorrea@wellsandbennett.com

000406

November 14, 2017

Lisa Sourlya
Kevin Benafield
341 Somerset Road
Oakland, Ca. 94611


Dear Lisa and Kevin:

This letter is to notify you that effective January 1, 2018, your monthly rent will be increased by \$29.22 for a new monthly rent of \$1,299.95.

All other terms and conditions will remain the same.

Let me know if you have any questions or if I may be of further assistance.

Sincerely,



Michelle Correa
Wells and Bennett Realtors

Wast Management for 341-347 Somerset

Unit #341 Year 2019 \$ 134.62
 \$ 134.62
 \$ 131.79
 \$ 131.79

Year 2020 \$ 131.79
 \$ 131.79
 \$ 135.48
 \$ 135.48

Year 2021 \$ 135.48
 \$ 135.48
 \$ 138.39
 \$ 138.39

Year 2022 \$ 138.22
 Total: \$ 1,753.32

Unit #345 Year 2019 \$ 134.62
 \$ 134.62
 \$ 131.79
 \$ 131.79

Year 2020 \$ 131.79
 \$ 131.79
 \$ 135.48
 \$ 135.48

Year 2021 \$ 135.48
 \$ 135.48
 \$ 138.39
 \$ 138.39

Year 2022 \$ 138.22
 Total: \$ 1,753.32

Unit #343 Year 2019 \$ 134.62
 \$ 134.62
 \$ 131.79
 \$ 131.79

Year 2020 \$ 131.79
 \$ 131.79
 \$ 135.48
 \$ 135.48

Year 2021 \$ 135.48
 \$ 135.48
 \$ 138.39
 \$ 138.39

Year 2022 \$ 138.22
 Total: \$ 1,753.32

Unit #347 Year 2019 \$ 134.62
 \$ 134.62
 \$ 131.79
 \$ 131.79

Year 2020 \$ 131.79
 \$ 131.79
 \$ 135.48
 \$ 135.48

Year 2021 \$ 135.48
 \$ 135.48
 \$ 138.39
 \$ 138.39

Year 2022 \$ 138.22
 Total: \$ 1,753.32

T22-0124 Benafield v. Equity Avg, LLP

Index

Tab	Document
1.	Letters to Steve Bach RE Request for Rent Receipt & Check #125 Rent for October 2022 & Check # 123 Rent for September 2022
2.	Photos of Damaged Plants, Trees & Yard Due to Discontinuation of Weekly Landscaping Services
3.	Photo of Leaky Gutter
4.	Photos of Rodent Droppings Due to Discontinuation of Quarterly Pest Control

1

September 30, 2022

Steve Bach
Bayview Real Estate Svc., Inc.
388-12th Ave.
San Francisco, CA 94118

Dear Mr. Bach,

I have enclosed check number 125 in the amount of \$1,455.89 for payment for rent for October 2022.

Please send me a payment receipt at:

Lisa Souriya
341 Somerset Road
Oakland/CA 94611

I have not received a receipt for rent for September 2022 as I requested in writing. I have never been late or missed rent payments and rent is current. You have cashed out all my rent checks I have sent to you. I would like a receipt please.

Thank you,



000411


LISA SOURIYA
341 SOMERSET RD
PIEDMONT, CA 94611

125

September 30, 2022
DATE

PAY TO THE ORDER OF Equity Avg., LLC

\$ 51,455.89

One Thousand Four Hundred and Fifty DOLLARS 
Five Dollars and Eighty Nine Cents

 FIRST REPUBLIC BANK
101 Pine Street
San Francisco, CA 94111
Ph 415-408-6208 Customer Care

FOR Rent For October 2022

Lisa Souriya 

NP

000412

August 31, 2022

Steve Bach
Bayview Real Estate Svc., Inc.
388-12th Ave.
San Francisco, CA 94118

Dear Mr. Bach,

I have enclosed check number 123 in the amount of \$1,455.89 for payment for rent for September 2022.
Please send me a payment receipt at:

Lisa Souriya
341 Somerset Road
Oakland, CA 94611

Thank you,

Lisa Souriya

000413



FIRST REPUBLIC

9/8/2022 9:17 AM

ATM Rebate Checking


#4510


123

LISA SOURIYA
341 SOMERSET RD
PIEDMONT, CA 94811

August 31, 2022
DATE

PAY TO THE ORDER OF Equity Avg, LLC \$ 1,455.89

One thousand four hundred and fifty DOLLARS  Printed
Name
Date of
Issue

 **FIRST REPUBLIC BANK** Five Dollars and Eighty Nine Cents

101 Pine Street
San Francisco, CA 94111
Ph 888-404-0200 Customer Care

FOR Rent For September 2022 Lisa Souriya

First Republic Bank
>321081669<

09072022

12002000118880

Category: Check

Online Description: Check #123

Statement Description: CHECK# 123 CHECK

Date: 9/7/2022

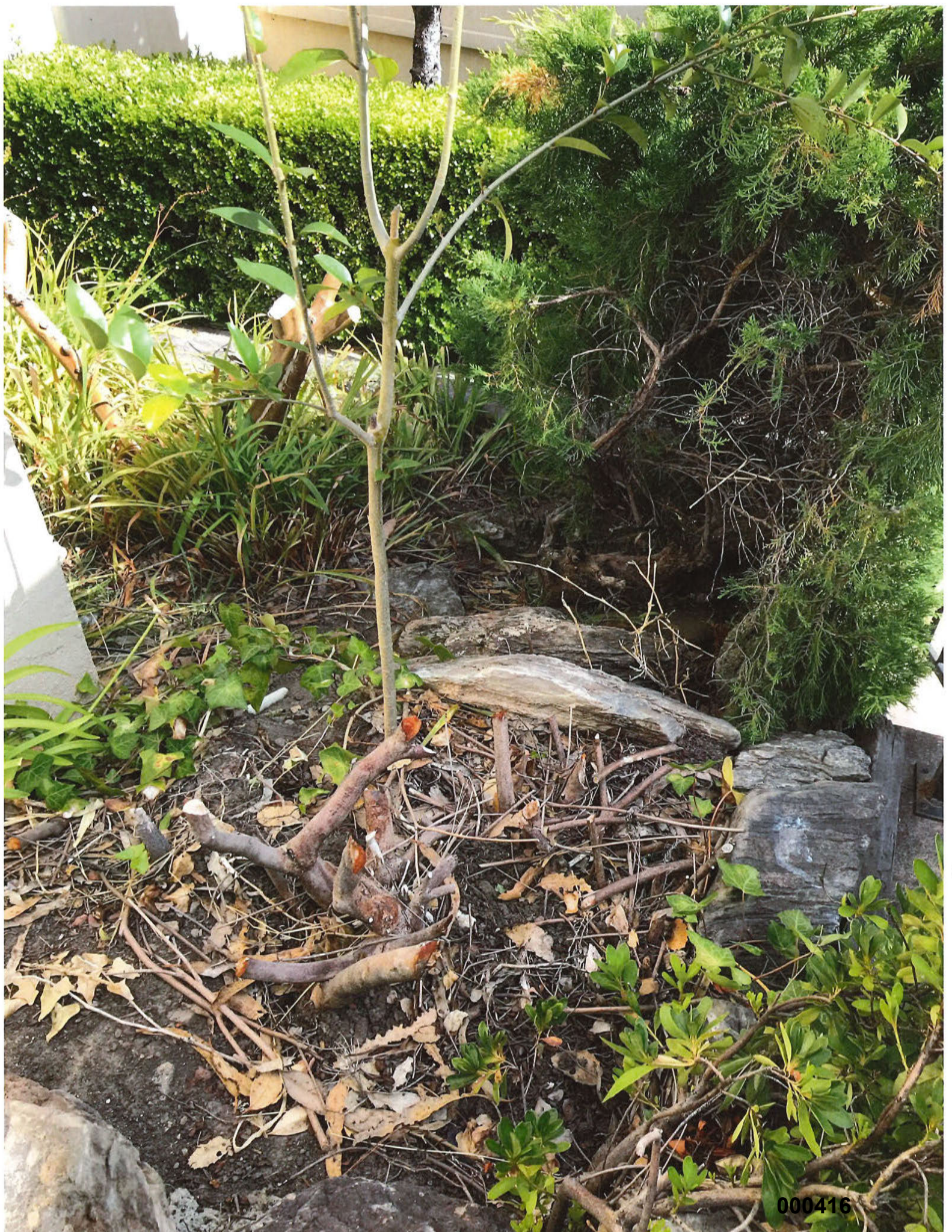
Type: Debit

Amount: -1455.89

Check Number: 123

000414

2



000416

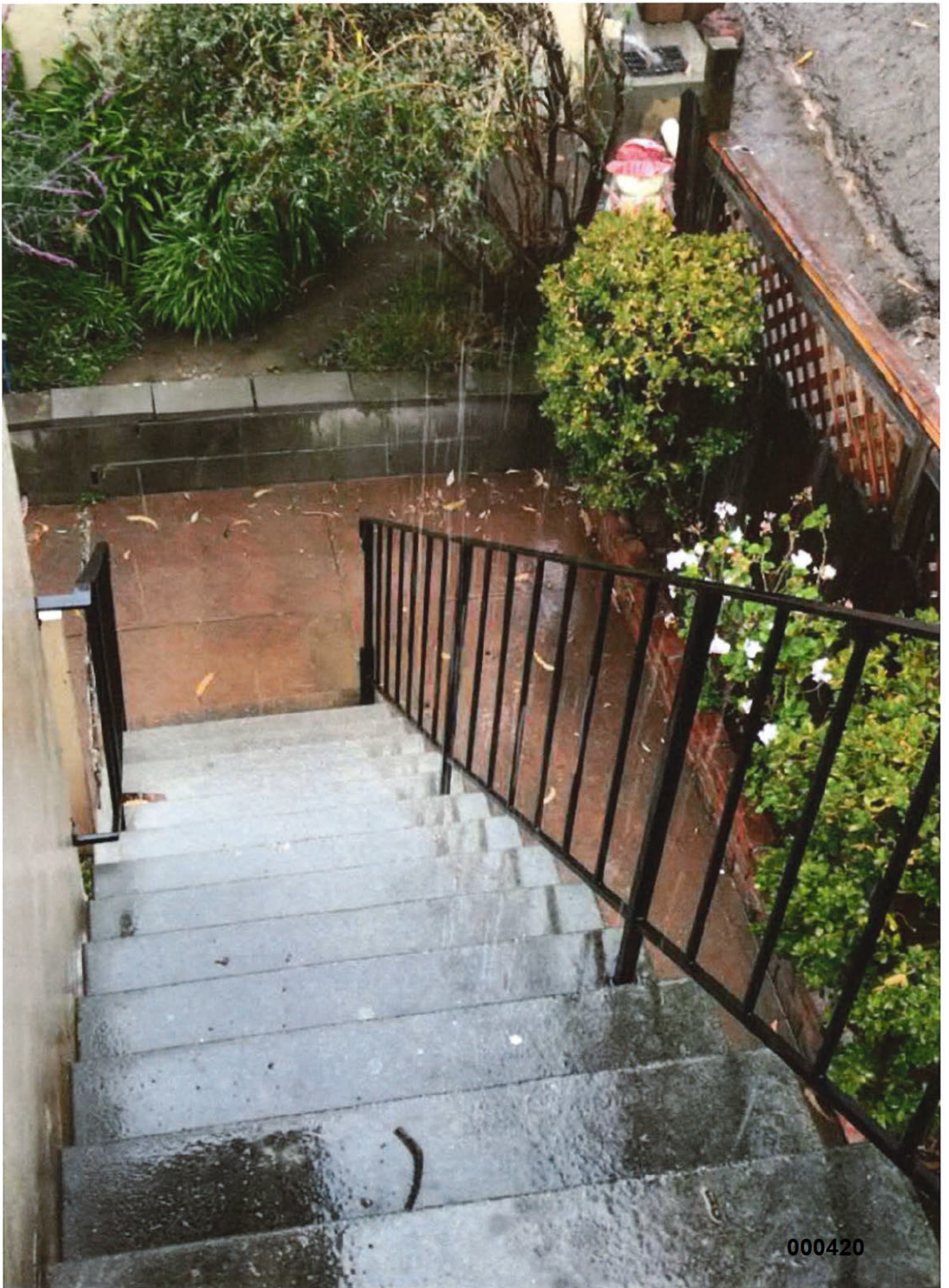


000417



000418

3



000420

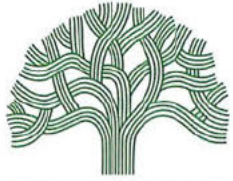
4



000422



000423



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

For Rent Adjustment Program date stamp.

PROOF OF SERVICE

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

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

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

1. Letters to Steve Bach RE Request for Rent Receipt & copies of Most Recent Rent Checks
2. Photos of Damaged Plants & Yard 3) Photo of Leaky Gutter
4) Photos of Rodent Droppings

I served a copy of: _____
(insert name of document served)
 And Additional Documents

and (write number of attached pages) 15 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	Steve Bach, Bayview Real Estate Svc., Inc.
Address	388-12th Ave.
City, State, Zip	San Francisco, CA 94118 emailed to: sbach1234@aol.com

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and the documents were served on 10/3/2022 (insert date served).

Liva Souriya
PRINT YOUR NAME

Liva Souriya
SIGNATURE

10/3/2022
DATE

Name	Owner, Equity Avg, LLC
Address	16521 Academia Drive
City, State, Zip	Encino, CA 91436 emailed to: danhaka@gmail.com

Name	Robert F. Costa City of Oakland Housing & Community Development Department Rent Adjustment Program Analyst II
Address	emailed to: RCosta@oaklandca.gov
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

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

CITY OF OAKLAND



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) 238-3691
CA Relay Service 711

HEARING DECISION

CASE NUMBER: T22-0124

CASE NAME: Benafield v. Equity Avg. LLC

PROPERTY ADDRESS: 341 Somerset Road, Oakland, California

HEARING DATES: October 11, 2022 and October 24, 2022

APPEARANCES: Petitioner Kevin Benafield
Respondent Daniel Hakakha (managing partner of
Equity Avg. LLC)
Respondent's Agent Steve Bach (property manager for
Equity Avg. LLC)

SUMMARY OF DECISION

The Petition is granted, in part.

CONTENTIONS OF THE PARTIES

Tenants Kevin Benafield and Lisa Souriya ("Petitioners") filed a petition alleging that they received an illegal rent increase from \$1,429.00 to \$1,753.00. Petitioners contended that this increase was above the allowable amount; the increase was unlawful because they did not receive proper notice; the notice was not properly served, and/or they were not provided with the Notice to Tenants of the Residential Adjustment Program ("RAP Notice"); an exemption from the Rent Adjustment Ordinance was based on fraud or mistake; and the initial rental amount was unlawful.

At the initial remote hearing, Mr. Benafield clarified that the \$1,753.00 amount listed in the petition did not represent recurring monthly rent, rather, it was the amount of a garbage collection invoice they received from Owner Equity Avg. LLC ("Owner").

Petitioners also alleged that they suffered various decreases in services beginning on October 9, 2018: no maintenance on exterior lights; no maintenance on rain gutter; tenant installed security lights and locks due to frequent burglaries; discontinued weekly landscaping services; and discontinued quarterly pest control. Further, the Petitioners alleged that they suffered the following decreases in services: no hot water for washer in laundry room (beginning March 1, 2022); back billing of garbage bill (beginning March 22, 2022); owner owed back balance on water bill due to leak (beginning May 9, 2022); and partial repair of a sewer line (beginning May 18, 2022).

000427

Owner Equity Avg. LLC (“Respondent”) filed a response contending that all rent increases imposed on Petitioners were based on the allowable consumer price index amount; all rent increase notices were provided in a timely manner; there was no exemption from the Rent Adjustment Program; and Petitioners’ initial rental amount was lawful. Respondent further contended that the Petitioners’ claims of decreases in service were false. Finally, Respondent contended that Petitioners were not being unlawfully charged for utilities.

ISSUES

1. Can Respondent lawfully charge the Petitioners for garbage collection?
2. Have the Petitioners’ housing services been decreased, and if so, by what amount?

EVIDENCE

Mr. Benafield testified that, at the commencement of Petitioners’ tenancy in or around March 2013, Petitioners received a copy of a Notice to Tenants of the Residential Rent Adjustment Program from the prior owner.¹ Mr. Benafield testified that Petitioners were current on rent. Petitioners submitted copies of checks showing payments of rent for September and October 2022.²

Garbage Collection

Mr. Benafield stated that Petitioners were challenging an invoice that they received from Respondent in the amount of \$1,753.32. Mr. Benafield testified that before Respondent purchased the property, Petitioners received garbage collection invoices from the prior owner and always submitted payment to the prior owner for the amounts listed in those invoices.

Petitioners submitted a document entitled “Historical Rent Ledger”.³ The document references quarterly garbage collection invoices from the prior owner of the property from April 2013 through October 2018. Mr. Benafield testified that upon Respondent’s purchase of the property in late 2018, Petitioners stopped receiving quarterly invoices.

Mr. Benafield testified that, in March 2022, Petitioners received an invoice from Respondent stating that Petitioners owed money to Respondent for unpaid garbage collection fees.⁴ The invoice indicated that Petitioners owed \$1,753.32 for garbage collection from the beginning of 2019 through March 2022. It was undisputed that Petitioners had not received an invoice for garbage collection since September 2018, which pre-dated Respondent’s ownership of the property.

¹ Exhibit 2, March 5, 2013 Lease and RAP Notice

² Exhibit 5, Copies of checks and cover letters referencing payment of rent.

³ Exhibit 6, Historical Rent Ledger

⁴ Exhibit 1, Invoice “Waste Management 341-347 Somerset”

Mr. Benafield testified that, after receiving the invoice, Petitioners did not pay the full amount listed on the invoice.

Mr. Benafield testified that on July 15, 2022, Petitioners mailed a check for \$421.35 for garbage collection for January through September 2022. He stated it was mailed overnight and certified to Mr. Bach's office. Mr. Benafield stated that the post office attempted to deliver the check three times but were unsuccessful. Mr. Bach testified that he never received the check. Mr. Bach stated that he is often out of the office and that there is no secretary at the office.

Mr. Benafield stated Respondent never informed Petitioners that Petitioners were responsible for the garbage collection fees until Petitioners received the March 2022 invoice. Mr. Benafield stated that at some point after Respondent took possession of the property, Ms. Souriya asked Mr. Bach about the garbage collection fees and that Mr. Bach responded "I'm getting it together" or "Don't worry about it". Mr. Benafield testified that in approximately January 2019, he asked Mr. Bach about the garbage collection fees. Mr. Benafield stated that in December 2018 and February and March 2019, Ms. Souriya sent emails to Mr. Bach regarding garbage collection fees, however no such emails were submitted into evidence by Petitioners.

Mr. Bach testified he never received an email about any issue from Ms. Souriya. However, during Respondent's closing argument, Mr. Bach stated Ms. Souriya sent him an email in early 2019 that stated that Petitioners had received a delinquent garbage collection bill from the waste management company. Mr. Bach stated he never received an email about any issue from Mr. Benafield until Respondent sent the invoice for garbage collection.

Mr. Bach testified that Respondent took possession of the property in late 2018. Mr. Bach confirmed that the first time Respondent sent a garbage collection invoice to Petitioners was in March 2022. Respondent sent the March 2022 invoice along with bills from the garbage collection company. Mr. Hakakha testified that the invoice was not intended to be a rent increase, but rather, was documentation of money owed by Petitioners under the terms of their lease. Mr. Bach also testified that the invoice was not intended to reflect a rent increase. Mr. Hakakha argued that because garbage collection continued interrupted, there was no decrease in services.

Mr. Hakakha stated several times that garbage collection is a utility. He stated that he considers it a utility because it is governed by paragraph 11 (titled "Utilities") of the lease. Respondent submitted a copy of the controlling lease, which states:

9. UTILITIES: Tenant agrees to pay for all utilities and services and the following charges _____ except None, which shall be paid for by Landlord. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Landlord. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Landlord is only responsible for installing and maintaining one telephone jack and

one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.¹

Mr. Bach stated that no garbage collection invoices were sent to the tenants because there was “too much work to do” and because Covid had created a lot of management problems. Mr. Hakakha stated that the elapsed time between Respondent taking ownership and submitting an invoice to Petitioners does not excuse Petitioners from providing money to Respondent for garbage collection. Mr. Bach stated that Petitioners’ lease requires Petitioners to pay for garbage collection and makes no reference to how frequently Respondent must provide invoices to Petitioners.

Mr. Hakakha stated that Petitioners paid garbage collection fees from the time Petitioners moved into the property in 2013 until the time Respondent purchased the property, which he argued showed acknowledgment that Petitioners must pay the fees. Mr. Hakakha stated that Respondent is required to register garbage collection services in its name, asserting that doing so is a requirement of either the City of Oakland or the County of Alameda. Mr. Hakakha argued that because Mr. Benafield testified that Petitioners paid some of the 2022 garbage collection fees, it showed that Petitioners were agreeable to paying the fees. But Mr. Hakakha clarified that Respondent had no record of Petitioners paying any garbage collection fees for 2022.

Decrease in Housing Services

Maintenance on Exterior Lights/Tenant Installed Security Lights and Locks

Mr. Benafield testified that prior to Respondent’s ownership of the property, a property manager maintained exterior lighting in good-working order. Mr. Benafield stated that in January or February 2019, a light on the exterior of the back unit at the property stopped working. Mr. Benafield stated that that light illuminates a courtyard and a set of stairs. Mr. Benafield testified that he informed Mr. Bach of the problem shortly after it began. Mr. Benafield stated that Mr. Bach responded by saying he would send someone over to fix it, but that Mr. Bach never sent anyone.

Mr. Bach testified that he did not remember such a conversation, but that he did remember another tenant at the property telling him about the issue. Mr. Bach then stated, “They need to email me so we both have a record of things.” During the second hearing, Mr. Bach acknowledged that Mr. Benafield did tell him at some point that some of the exterior lights at the property were out. Mr. Bach reiterated that Mr. Benafield did not make any complaints in writing about the exterior lights. Mr. Bach said his understanding was that the tenants had replaced the light bulbs and that it was not a big issue. Finally, Mr. Bach stated that Mr. Benafield never identified which specific light fixtures were not functioning.

Mr. Benafield testified that in approximately March 2019, other exterior lights that illuminated a courtyard and a pedestrian walkway stopped working. Mr. Benafield testified that his neighbor informed Mr. Bach about the problem. Mr. Benafield testified

¹ Exhibit 2, March 5, 2013 Lease and RAP Notice

that shortly after April 2020, he told Mr. Bach that the lights at the pedestrian walkway needed to be repaired because not having the lights was an invitation for thieves to enter the property. Mr. Benafield testified that Mr. Bach said he would send someone out to repair the issue. Mr. Bach stated that no such conversation occurred. Mr. Benafield testified that Mr. Bach never sent anyone to repair the courtyard or pedestrian walkway lighting.

Mr. Bach testified that Mr. Benafield only told him about crime at the property immediately before the instant petition was filed. Mr. Bach then stated, "Shoot me an email. You get me in the middle of the day when I've got a billion things to do afterward, I can forget about it and I don't want to. I'm cleaning out laundry or dealing with other issues around the property and 'by the way, there's a light out' or something."

Mr. Benafield testified that at some point in 2020, the lights on the east side of the building stopped working. Mr. Benafield testified that he did not speak to Mr. Bach about that problem. Mr. Benafield could not provide a date the problem began. Mr. Benafield stated that he and some neighbors installed lights to repair that issue.

Mr. Bach testified that the only person who ever complained about the exterior lights was another tenant at the property. Mr. Bach testified that the other tenant did not identify which lights were not working. Rather, the other tenant only stated that some of the exterior light bulbs needed to be changed. Mr. Bach also stated that the tenant said that the tenant had changed the bulbs, so Mr. Bach did not do anything.

Finally, Mr. Benafield testified that he had to install security lights and locks because of the lack of adequate exterior lighting. Mr. Hakakha argued that even well-lit properties experience crime.

Mr. Hakakha stated that if, in fact, the tenants at the property did replace lights, they did so without permission from Respondent. He further stated that if that occurred, it would have caused Respondent to be unaware that there was a problem with the lights. Mr. Hakakha stated that if Petitioners had followed a process of informing Respondent in writing about the problem, Respondent would have made any necessary repairs.

Mr. Benafield acknowledged that as of the date of the second hearing, most of the exterior lights were functioning, except for perimeter lighting on a staircase that leads from the property to Park Boulevard. Mr. Bach argued that there is a working flood light that provides sufficient lighting for that staircase. Mr. Bach additionally stated that there is lighting on an adjoining property that illuminates the shared pedestrian walkway.

Clogged Rain Gutters

Mr. Benafield testified that the prior owners of the property periodically sent workers to clear debris from the rain gutters at the property. He stated that from the time Respondent purchased the property, the rain gutters were never cleared. He testified that as a result, water poured from the roof onto a walkway and into the garage when it rained.

Mr. Benafield testified that, in the winter of 2020 and in December 2021, he told Mr. Bach about the problem. He stated that both times, Mr. Bach told him that he would send someone out to examine the issue. Mr. Benafield further testified that Mr. Bach was informed that Mr. Benafield had cleaned out the gutters. Mr. Benafield also claimed that Mr. Bach saw Mr. Benafield cleaning out the gutters on the Saturday of Easter weekend of 2022.¹ Mr. Benafield stated that Mr. Bach told him that tenants should not be on the roof. Mr. Benafield testified that Mr. Hakakha was also at the property while Mr. Benafield was cleaning out the rain gutters. Mr. Hakakha stated that he does not remember that occurring and that he did not have a record of being at the property on the Saturday of Easter weekend of 2022.

Mr. Bach testified that approximately a year or a year and a half before the first hearing, one of the tenants told him that they had cleared out the gutters. Mr. Bach testified that Respondent never sent anyone out to clear out the rain gutters.

Mr. Benafield submitted a photograph, which he testified was taken by Ms. Souriya approximately two to three weeks prior to the first hearing in this case.² The photo is taken from the top of an exterior staircase and pooling water is visible on a walkway at the bottom of the stairs.

Mr. Hakakha stated that Mr. Bach is very professional, is sometimes very busy, and has a lot of responsibilities. Mr. Hakakha stated that if Respondent had received written correspondence from Petitioners regarding a problem with the rain gutters, Respondent would have inspected the rain gutters and resolved any issue. Mr. Hakakha further stated that if the tenants cleaned out the rain gutters, it would have prevented Respondent from being aware that there was a problem. Mr. Bach argued that rain gutters are not a service that tenants are entitled to. Finally, Mr. Hakakha stated that the photo provided by Petitioners did not show the source of the water on the ground.

Landscaping Services

Mr. Benafield testified that prior to Respondent's ownership of the property, weekly landscaping services were provided by the previous owner. He stated that these services were provided from the beginning of his tenancy. Mr. Benafield testified that workers mowed the lawn, trimmed bushes and trees, fertilized, watered, ensured that sprinkler systems functioned, and landscaped a stairway coming up from Park Boulevard.

Mr. Benafield stated that these services were discontinued approximately one month after Respondent became the owner of the property. Mr. Benafield stated that in January 2019, he spoke to Mr. Bach regarding the lack of landscaping services and was informed that it was not a priority.

Mr. Benafield stated that Respondent has done no landscaping at the property since the services were discontinued. He further testified that he and another tenant have done some landscaping themselves over the last three years.

¹ Judicial Notice was taken of the fact that Easter fell on April 17, 2022

² Exhibit X, Photograph Taken from the Top of Staircase at the Property

Mr. Benafield submitted three photos of the landscaping at the property.¹ He stated that Ms. Souriya took all three photos approximately two weeks prior to the first hearing. Mr. Benafield asserted that the first photograph depicted the remains of a lemon tree that had fallen. Mr. Benafield claimed that the lemon tree died because Respondent discontinued the landscaping services. Mr. Benafield stated that the second photograph depicted dying ferns and that the third photograph depicted a dead lawn. Mr. Hakakha stated that the photographs submitted by Petitioners showed “one-off, extremely rough spots that were . . . limited, isolated spots that do not reflect the quality of landscaping at the property as a whole.”

Mr. Bach testified that the third photograph depicted a “small area that was grass.” He stated that he did not remember the grass ever being in “great shape.” He further stated, “What am I going to do, start pouring tons of water on it to keep it green?”

Mr. Hakakha testified that he did not know whether there was weekly landscaping under prior ownership. He stated that if there was weekly landscaping, he was not aware of why there was weekly landscaping. He argued that weekly landscaping may not be efficient or necessary. Mr. Hakakha argued that the frequency of landscaping service is not indicative of whether there was adequate landscaping service.

Mr. Bach stated that he had seen the landscaping at the property on numerous occasions and that it always looked fine. Mr. Bach acknowledged that Respondent discontinued regular landscaping services because they determined that the plants were low maintenance, and that landscaping could be provided on an as-needed basis. Mr. Hakakha stated that the hillside is maintained as required by the fire department. There are properties of different scopes and different sizes and not . . . every corner or every bit, unless it’s a museum, is pristine.”

Pest Control Services

Mr. Benafield testified that, from the beginning of Petitioners’ tenancy, the prior owner sent an Orkin pest control technician to the property on a quarterly basis. He stated that there were no problems with any pests or vermin while this service was provided. He stated that the quarterly pest control was discontinued in June, July, or August 2020. Mr. Bach testified that there was no record of any pest control at the property conducted by or at the direction of the prior owner.

Mr. Benafield testified that, at some point in 2021, he noticed mouse droppings in his unit. Mr. Benafield testified that he has seen mouse droppings in a storage closet, in the kitchen, in the bedroom, and in the bathroom. Mr. Benafield offered into evidence two photographs that he stated showed mouse droppings in the unit.² He testified that, at some

¹ Exhibit 4, Photographs of Landscaping at the Property (Mr. Hakakah objected that he did not know who took the photos, when they were taken, or what they depicted. The photographs were submitted into evidence over Mr. Hakakha’s objection because Mr. Benafield laid the foundation for them, by stating that Ms. Souriya took the photographs recently, and by identifying the areas and the subject of what they depicted. Additionally, Mr. Bach confirmed that the photographs depicted the property in its current state.

² Exhibit, Photographs

point in 2021, he told Mr. Bach that there was a problem with rodents in the unit. Mr. Benafield stated that Mr. Bach's response was, "You need to get some mouse traps." Mr. Benafield testified that Petitioners purchased and set mouse traps. Mr. Benafield stated that the traps have caught mice.

Mr. Benafield stated that after the first conversation with Mr. Bach, he never again complained to Respondent about pest issues. Mr. Bach stated that Petitioners never told him about a rodent infestation.¹ Mr. Hakakha stated that the first time Respondent became aware that there was a pest issue was when Mr. Benafield offered the photographs into evidence.

Mr. Bach testified that when he is at the property, the garage doors are open. Both Mr. Bach and Mr. Hakakha stated that tenants leaving the garage doors open would prevent Respondent from eliminating pests at the property. Mr. Hakakha also argued that Petitioners created circumstances conducive to rodents by filling a storage closet with bedding, cloth, and textiles.

Lack of Hot Water in Laundry Room

Mr. Benafield testified that, in March 2020, he called Mr. Bach and informed him that there was no hot water being provided to the washing machine. Mr. Benafield stated that, shortly after that conversation, Respondent replaced the water heater but that did not resolve the problem. He stated that he immediately called Mr. Bach and informed Mr. Bach that there was still no hot water in the washing machine. Mr. Benafield stated that he called Mr. Bach again in August 2020 to ask that the issue be repaired but was told by Mr. Bach that it was not a priority.

Mr. Benafield acknowledged that the hot water issue had been resolved prior to the second hearing.

Repair to Sewer Line

Mr. Benafield claimed that only a partial repair was made to the sewer line, however he testified that he has experienced no problems due to his claimed partial repair. Mr. Bach stated that there was no partial repair, it was a complete repair.

Water Bill Increase Due to Alleged Leak

Mr. Benafield testified that the Respondent paid for the increased water bill.

Lease Requirement that Complaints be Made in Writing

¹ After the first hearing, Mr. Bach indicated that he visited the property to investigate some of the issues raised in the Petition. Any investigation and/or work done related to defects after the first hearing by Respondent related to alleged is considered a subsequent remedial measure and is not considered as evidence of the existence of any defect. Although Hearing Officers are not bound by the California Evidence Code, here, because such remedial measures should be encouraged, Respondent's should not be penalized for taking action to examine alleged defects. See: Cal. Evid. Code section 1151.

Mr. Bach and Mr. Hakakha argued that paragraph eleven of the lease requires Petitioners to inform Respondent of any problem in writing. Paragraph eleven states, in part, "Tenants shall immediately notify Landlord, in writing, of any problem, malfunction or damage." Mr. Bach and Mr. Hakakha argued that because Petitioners never complained in writing about any defect listed in the complaint, none of the alleged defects amounted to a decrease in service. Mr. Benafield testified that when he made oral complaints to Mr. Bach, Mr. Bach never told Mr. Benafield to submit them in writing.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Utilities

The Owner cannot lawfully charge the Petitioners for garbage collection because it is illegal to divide utility bills at multi-unit properties.

Petitioner's unit is one of four apartments at the property. The garbage collection bill is in Respondent's name and charged to each of the tenant's by dividing the total bill.

Rent Adjustment Program Regulations section 10.1.10 states:

When more than one rental unit shares any type of utility bill with another rental unit, it is illegal to divide up the bill between units. Splitting the cost of utilities among tenants who live in separate units is prohibited by the Public Utilities Commission Code and PG&E Rule 18. The best way to remedy the bill is to install individual meters. If this is too expensive, then the property owner should pay the utility bill himself/herself and build the cost into the rent.

Neither the text of the Rent Adjustment Ordinance or the Rent Adjustment Program Regulations define "utilities". However, prior Rent Adjustment Program hearing decisions have concluded that garbage collection is a utility.¹

Additionally, one Alameda County Superior Court case considered the issue of whether splitting waste management bills among tenants in multi-unit building is prohibited under the Oakland Rent Adjustment Program.² Although not precedent, the reasoning of the decision, being sound, is adopted here. The court pointed to dictionary definitions that define utilities as "basic housing services", to interpret the RAP Regulations use of "utilities" as services provided to tenants from third parties. The court specifically stated that, using that definition, garbage collection is a utility under the RAP Regulations.

Mr. Hakakha himself argued that garbage collection is a utility and not a service. As Mr. Hakakha correctly pointed out, the clause in the lease with which Respondent used to argue that Petitioners were responsible for the garbage collection fees is titled "Utilities".

¹ See: T19-0301, *Burnett v. Joyce*; T16-0496, *Samatar v. Anastos*

² *Boulakdem v. Mosser*, RG21100186, "Order re: Ruling on Submitted Matter", November 5, 2021

Because garbage collection is a utility, it is unlawful for an owner to divide up a garbage collection bill between units at a multi-unit property.¹ This is even the case where it is specifically provided in the lease that the tenant is responsible for payment of waste management because any provision, whether written or oral, that violates the Rent Adjustment Ordinance is against public policy and void.² Therefore, the clause in the lease that requires Petitioners to pay for garbage collection is unenforceable.

Demanding money from tenants in excess of base rent and any allowable rent increases is an illegal rent increase. Here, Respondent demanded money from Petitioners for a utility by splitting the entire bill among the various units at the property. That money demanded is an illegal rent increase because “When more than one rental unit shares any type of utility bill with another rental unit, it is illegal to divide up the bill between units.”

Petitioners do not owe the Owner any amount for past garbage collection bills. Likewise, the Owner cannot charge the Petitioners for future garbage collection bills.

Petitioners established that they sent a check to Respondents in the amount of \$421.35, but Mr. Bach and Mr. Hakakha testified credibly that, at the time of second hearing, they had not received or deposited the check. If the check has since been deposited, Respondents must return the amount to Petitioners.

Decrease in Housing Services

Under the Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent and may be corrected by a rent adjustment.³ Housing services are all services provided by the owner related to the use or occupancy of a covered unit.⁴ Tenants have the burden of proof with respect to each claim.

Timeliness

At the commencement of Petitioners’ tenancy in or around March 2013, Petitioners received a copy of a Notice to Tenants of the Residential Rent Adjustment Program from the prior owner. If a decreased housing service is ongoing, a tenant may file a petition at any point but is limited in restitution for ninety days before the petition is filed.⁵ Here, because Petitioners received the RAP Notice at the beginning of their tenancy, they are limited to restitution for ongoing decreases in housing services going back to April 21, 2022 (Ninety days prior to July 20, 2022, the filing date of the petition).

Lack of Written Complaints

Respondent’s argument that Petitioners’ failure to provide Respondent with written complaints negates Petitioners’ decrease in housing services claims, is misguided. Under

¹ 10.1.10

² Oak. Mun. Code section 8.22.180; *Gombiner v. Swartz*, 167 Cal.App. 4th 1365 (2008)

³ Oak. Mun. Code section 8.22.070(F) and O.M.C. Section 8.22.11 O(E)

⁴ Oak. Mun. Code section 8.22.020

⁵ Oak. Mun. Code section 8.22.090(3)(b)

the Rent Adjustment Ordinance, a tenant may recover rent where a landlord “knew or should have known” about a decreased housing service.¹ The manner in which the tenant complained is not dispositive, even where complaints are required to be in writing per the lease. Any provision of a rental agreement, whether written or oral, that violates the Rent Adjustment Ordinance is against public policy and void.²

Further, the Rent Adjustment Ordinance does not require that a tenant complained to the landlord at all regarding decreases in housing service to prevail on a claim. If a landlord knows that a housing service has been decreased, no matter how the landlord acquired that knowledge, a tenant may prevail on a decrease in housing services petition.³

However, as discussed below, a lack of written complaints may prevent a tenant from meeting their burden of proof that a landlord knew or should have known about a decrease in housing services. It may also cause uncertainty on when a landlord learned about a decrease in housing services.

Lack of Maintenance on Exterior Lights.

Mr. Benafield testified credibly that, at various times over the last year, some exterior lights were not working at the property. It is accepted that Mr. Benafield told Mr. Bach that exterior lights were not working. Mr. Bach acknowledged that he received oral complaints about issues at the property when he stated, “You get me in the middle of the day when I’ve got a billion things to do afterward, I can forget about it and I don’t want to. I’m cleaning out laundry or dealing with other issues around the property and ‘by the way, there’s a light out’ or something.”

However, it is not clear that the exterior needed repair when Mr. Bach visited the property. The tenants told Mr. Bach that they had changed the bulbs to exterior lights. Mr. Bach testified that all of the times he visited the property the exterior lights were working, with the exception of the lights on the stairway leading to Park Boulevard. Mr. Bach testified that he just learned that those stairway lights were not working. Even if there are other lights that illuminate portions of the stairway, some of the lights were not working.

There was not sufficient evidence to prove that Respondent knew or should have known that the lights on stairway to Park Boulevard were not functioning prior to the hearings. Therefore, Petitioners are not entitled to past compensation for a decrease in services for lack of maintenance on exterior lights. However, because Respondent is now on notice of the non-functioning lights on the stairway to Park Boulevard, Petitioners will be entitled to a one-percent rent reduction until those lights are repaired or replaced, beginning from after the expiration of the appeal period to the Rent Board has expired. If the issue is resolved prior to the appeal period expiring, Petitioners are not entitled to a rent reduction for this issue.

¹ Oak. Mun. Code section 8.22.090(3)(b)

² Oak. Mun. Code section 8.22.180; *Gombiner v. Swartz*, 167 Cal.App. 4th 1365 (2008)

³ Oak. Mun. Code section 8.22.090(3)(b)

Tenant-installed security lights and locks do not amount to a decrease in housing services. Housing services are all services provided by the owner related to the use or occupancy of a covered unit. Tenant-installed security lights and locks are not services provided to the owner. Therefore, Petitioners decrease in housing services claim as to those items is denied.

Lack of Maintenance on Rain Gutters

Mr. Bach's assertion that rain gutters are not a service that tenants are entitled to is incorrect. Where rain gutters were provided at the beginning of a tenancy, removal of or failure to maintain rain gutters may be considered a decrease in services.¹

However, Petitioners failed to meet their burden that they suffered a decrease in housing services related to lack of maintenance on the rain gutters. The single photograph that Petitioners submitted does not conclusively demonstrate inadequate maintenance of the rain gutters. Additionally, Mr. Benafield failed to demonstrate through his testimony that there was excessive pooling of water that negatively impacted Petitioners' tenancy.

Although Mr. Benafield testified credibly that Mr. Bach was aware that the rain gutters were clogged, the tenants informed Mr. Bach that they cleared out the rain gutters themselves. It is unclear whether Respondent was given a reasonable time to do any necessary work. Therefore, Petitioners' decrease in housing services claim as to the lack of maintenance on the rain gutters is denied.

Weekly Landscaping Services

Mr. Benafield testified credibly that prior to Respondent purchasing the property, weekly landscaping services were provided throughout the property. The photographs submitted into evidence, along with Mr. Bach's acknowledgement that one of the areas depicted a "small area that was grass," establish that that a lack of adequate landscaping has negatively impacted Petitioners' tenancy.

Although Mr. Hakakha testified that that the hillside is maintained as required by the fire department, Respondent presented no compelling evidence that any landscaping has been done at its direction since it took ownership of the property. Rather, testimony from Mr. Benafield, Mr. Bach, and Mr. Hakakha established that no landscaping had been done, except by the tenants, since Respondent took ownership.

Petitioners were provided with weekly landscaping from the time they move into their unit. The weekly landscaping ceased upon Respondent's ownership in October 2018. The lack of service caused a lawn to die and caused other vegetation at the property to decay. Therefore, Petitioners suffered a decrease in housing services without a corresponding decrease in rent.

As a result, Petitioners are entitled to a five-percent decrease in rent from ninety days prior to the hearing through the date of the second of the hearing. Additionally,

¹ Find RAP Case cite

Petitioners are entitled to an ongoing decrease of five percent until weekly landscaping is restored.

Pest Control Services

Mr. Benafield testified credibly that prior to Respondent purchasing the property, quarterly pest control services were provided at the property. However, unlike with the discontinuation of the periodic landscaping services, Petitioners did not establish that lack of quarterly pest control services negatively impacted Petitioners' tenancy. Mr. Benafield's testimony established that it was not until three years or more after the pest control services were discontinued that he complained about any pest issue.

Although Mr. Bach telling Petitioners that they should buy some mouse traps may be an inadequate response to being informed that there were mice in Petitioners' unit, Petitioners did buy mouse traps and never complained again to Respondent about pests. It is accepted that Respondent believed that the issue was resolved.

Therefore, Petitioners' decrease in services claim regarding discontinued pest control services is denied. However, should Respondent receive complaints from Petitioners regarding pests in the future, Respondent should take all necessary steps to investigate and address any infestation.

Hot Water in Laundry Room

Petitioners established that beginning around March 2020, there was no hot water being provided to the washing machine. Respondents attempted to repair this issue by replacing a water heater. Petitioners established that the replacement of the water heater did not resolve the issue. Respondents testified credibly that the issue has since been resolved. Petitioners failed to prove that the issue existed within ninety days prior to the filing of the petition, which could have entitled them to a decrease in rent. Therefore, Petitioners' decrease in services claim regarding hot water in the laundry room is denied.

Repair to Sewer Line

Petitioners claimed that Respondents made an inadequate repair to the sewer line at the property but failed to present any evidence to support that allegation. Therefore, Petitioners' decrease in services claim related to the sewer line is denied.

Although Petitioners did not establish that they suffered a decrease in service related to the sewer line at the property, Respondent is encouraged, if it has not already, to ensure it is in compliance with the Sewer Lateral Ordinance, Oak. Mun. Code 13.08.010, *et seq.*

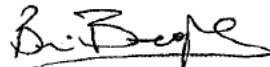
Water Bill Increase Due to Alleged Leak

Mr. Benafield acknowledged that Respondent paid all amounts related to any increase in the water bill that was caused by an alleged leak. Petitioners' decrease in services claim related to the water bill increase is denied.

Order

1. Petition T22-0124 is granted, in part.
2. Respondent cannot charge Petitioners for past, current, or future garbage collection bills. Any money collected by Respondent from Petitioners for garbage collection in 2022 must be returned to Petitioner by February 28, 2022.
3. The base rent for the unit is \$1,455.89 before consideration of restitution or any current decreased housing services.
4. The Petitioner is owed restitution in the amount of \$461.90 due to the decreased housing service (discontinued landscaping). This overpayment is adjusted by a rent decrease for the next three months in the amount of \$153.97 per month.
5. If the weekly landscaping service has not been restored, Petitioners are additionally entitled to an ongoing rent decrease of five percent (\$72.79) until the service is restored.
6. If the exterior lights on the stairwell leading to Park Boulevard were not repaired or replaced as of December 1, 2022, Petitioners are additionally entitled to an ongoing rent reduction of one percent (\$14.56) until the service is restored. This rent reduction shall begin after the expiration of the appeal period referenced in paragraph nine of this Order, unless the service has already been restored by that date.
7. When the services are restored, any rent increase based on the restoration of services may only be taken following a valid change of terms of tenancy notice pursuant to California Civil Code section 827. A rent increase for restoration of decreased housing services is not considered a rent increase for purposes of the limitation on one rent increase in twelve (12) months pursuant to Oakland Municipal Code section 8.22.070(A). (One Rent Increase Each Twelve Months).
8. Nothing in this Order prevents the owner from increasing the Petitioner's rent according to the laws of the Rent Adjustment Ordinance and the State of California at any time.
9. Right to Appeal: This decision is the final decision of the Rent Adjustment Program staff. Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) calendar days after service of the decision. The date of service is shown on the attached Proof of Service. If the Rent Adjustment Office is closed on the last day to file, the appeal may be filed on the next business day.

Dated: January 12, 2023



Brian Brophy
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE

Case Number: T22-0124

Case Name: Benafield v. Equity Avg, LLC

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

Manager

Steve Bach, Bayview Real Estate Svc., Inc.
388-12th Ave.
San Francisco, CA 94118

Owner

Equity Avg., LLC
16521 Academia Drive
Encino, CA 91436

Tenant

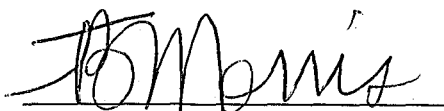
Kevin Benafield
341 Somerset Road
Oakland, CA 94611

Tenant Representative

Lisa Souriya
341 Somerset Road
Oakland, CA 94611

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **January 12, 2023**, in Oakland, California.



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 Equity AVG LLC	<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant
Property Address (Include Unit Number) 341 Somerset Road, Oakland, CA 94611	
Appellant's Mailing Address (For receipt of notices) 388 12th Ave. San Francisco, CA 94118	Case Number T22-0124
	Date of Decision appealed 1/12/2023
Name of Representative (if any) Andrew Catterall Zacks, Freedman & Patterson, PC	Representative's Mailing Address (For notices) 601 Montgomery Street, Suite 400 San Francisco, CA 94111

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: 25.

- **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 February 1, 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	Kevin Benafield
Address	341 Somerset Road
City, State Zip	Oakland, CA 94611
Name	Lisa Sonriya
Address	341 Somerset Road
City, State Zip	Oakland, CA 94611

	2/1/2023
---	----------

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.

EXPLANATION REGARDING RENT BOARD APPEAL T22-0124

2a) The Decision Is Inconsistent With OMC Chapter 8.22, Rent Board Regulations or prior decisions of the board.

In the decision, Hearing Officer Brian Brophy cites to Rule 10.10 as the basis for why the demand that the tenant pay for the garbage, as required by the lease, is an illegal rent increase. At page 10 of the decision, Hearing Officer Brophy cites to the relevant section:

Rent Adjustment Program Regulations section 10.1.10 states:

When more than one rental unit shares any type of utility bill with another rental unit, it is illegal to divide up the bill between units. Splitting the cost of utilities among tenants who live in separate units is prohibited by the Public Utilities Commission Code and PG&E Rule 18. The best way to remedy the bill is to install individual meters. If this is too expensive, then the property owner should pay the utility bill himself/herself and build the cost into the rent.

(See decision at p. 10)

However, this section, by its explicit terms, only applies to situations *where a utility bill is divided up between the units*. Here, each of the four apartments, including Tenant Petitioner's unit, receives its own bill (*see* attachment A hereto). The addresses on each of the four bills in Attachment A correspond to each the four apartments in the building. 341, 343, 345 and 347 Somerset. The amount billed to Tenant Petitioner in its quarterly bill--\$144.57—is the amount they are being billed for garbage, and object to in their petition.

In footnotes 1-2 on page 10 of the decision, Hearing Officer Brophy cites to the following further authority to support the decision:

¹ See: T19-0301, *Burnett v. Joyce*; T16-0496, *Samatar v. Anastos*

² *Boulakdem v. Mosser*, RG21100186, "Order re: Ruling on Submitted Matter", November 5, 2021

However, neither of these decisions involve the case here---where each unit is being billed individually. This authority, Rule 10.1.10 and the PUC Code are all contrary to Hearing Officer Brophy's decision.

2e) The Decision Was Not Supported By Substantial Evidence

In the decision, Hearing Officer Brophy claims the demand that the Tenant Petitioner pay for the garbage, as required by the lease, is an illegal rent increase based on the following:

The Owner cannot lawfully charge the Petitioners for garbage collection because it is illegal to divide utility bills at multi-unit properties.

Petitioner's unit is one of four apartments at the property. The garbage collection bill is in Respondent's name and charged to each of the tenant's by dividing the total bill.

(See Decision at p. 9)

The decision cites to no evidence—and there is not “substantial evidence in the case record”—supporting this claim. Yet from this factual conclusion, the decision then states that:

Because garbage collection is a utility, it is unlawful for an owner to divide up a garbage collection bill between units at a multi-unit property.¹ This is even the case where it is specifically provided in the lease that the tenant is responsible for payment of waste management because any provision, whether written or oral, that violates the Rent Adjustment Ordinance is against public policy and void.² Therefore, the clause in the lease that requires Petitioners to pay for garbage collection is unenforceable.

(See Decision at p. 10)

Not only is the decision's conclusion that the garbage bill was divided not factually supported, it is incorrect: The addresses on each of the four bills in attachment A correspond to each the four apartments in the building. 341, 343, 345 and 347 Somerset. The amount billed to Tenant petitioner in its quarterly bill--\$144.57—is the amount they are being billed for garbage.

2f) Landlord Was Denied the Opportunity to Respond to the Petitioner's Claim

The landlord was denied the opportunity to meaningfully respond to petitioner's claim, to the extent that hearing officer felt the landlord failed to provide evidence that each unit at the building was being individually billed for the garbage utilities, or to the extent that the hearing officer did not take this evidence into account. This information was apparently crucial to the question of whether the Tenant Petitioner was required to pay these costs, which was not apparently identified at the hearing. The Landlord should have the opportunity to present this evidence (in Exhibit A hereto) to the extent it was not presented at the hearing.

EXHIBIT A

341 12/15/2022

DETAILS OF SERVICE				
Details for Service Location: Llc, Equity Avg., 341 Somerset Rd, Piedmont CA 94611-3338			Customer ID: 20-92969-53003	
Description	Date	Ticket	Quantity	Amount
AVAILABLE BULKY DAVIS ST XFR	01/01/22		4.00	0.00
Available Bulky Yards Per	01/01/22		4.00	0.00
64 Gallon Cart Service - Organics	01/01/22		1.00	0.00
20 Gallon Toter	01/01/22		1.00	138.39
Total Current Charges				138.39

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

For a list of cities where you can find a recycling center, please visit wm.com. For more information, call 866-964-2729.

Customer Service
(866) 964-2729

Your Payment is Due

August 19, 2017

If all or part of the amount of your bill is not received by the due date, you will be charged a monthly late charge of 2.5% (the highest amount, with a maximum of up to \$5.00, or with lesser late charges allowed in the applicable law, whichever is greater).

Your Total Due

\$124.73

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

See meter for invoice details.

Balance	+	Payments	+	Adjustments	+	Current Charges	=	Total Due
7.12		(67.12)		0.00		124.73		124.73

Details for Service Location: 511 Jackson Street, Stockton CA 95205 Customer ID: 2-92969-53003
PO Numbers: 45593

Description	Date	Ticket	Quantity	Amount
20 Gallon Toter	01/01/22		1.00	138.39
64 Gallon Cart Service - Organics	01/01/22		1.00	0.00
Available Bulky Yards Per	01/01/22		4.00	0.00
Available Bulky DAVIS ST XFR	01/01/22		4.00	0.00
Total Current Charges				138.39

- 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.
- 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.
- Service location data is 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!

EQUITY AVG LLC (SOMERSET)
16521 ACADEMIA DR
ENCINO, CA 94136

1192
11-5155/3210
95

DATE 11/11/22

PAY TO THE ORDER OF Waste Management \$ 138.39

one hundred thirty eight 39/100 DOLLARS

FIRST REPUBLIC BANK
Private Banking-San Francisco
111 Pine Street
San Francisco, CA 94111
Tel: 855-248-0355

FOR 20-92969-53003 # 341

John Bell

⑆001192⑆ ⑆321081669⑆ 80007106067⑆



INVOICE

301
210 QTD 2022

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

20-92969-53003
EQUITY AVG, LLC
APR-MAY-JUN SERVICE
04/01/2022
3969818-2216-8

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

Pyemt 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

\$138.39

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
138.39		(138.39)		0.00		138.39		138.39

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) -----

Invoice Date	Invoice Number	Customer ID
	3969818-2216-8	20-92969-53003

EQUITY AVG LLC (SOMERSET)
16521 ACADEMIA DR
ENCINO, CA 94136

1206
11-8168/2210 SS

PAY TO THE ORDER OF WM Corp. Services, Inc. DATE 4/4/22 

one hundred thirty eight 39/100 \$ 138.39

FIRST REPUBLIC BANK
Private Banking/San Francisco
111 Fine Street
San Francisco, CA 94111
Po 882-408-0283 Customer Care

#341

FOR 3969818-2216-8

Sean Ben

⑈001206⑈ ⑆321081669⑆ 80007106067⑈



INVOICE

341
July 2022

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

20-92969-53003
EQUITY AVG, LLC
JUL-AUG-SEP SERVICE
07/01/2022
4099516-2216-9

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

\$144.57

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
138.39		(138.39)		0.00		144.57		144.57

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 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 <i>(include with your payment)</i>
07/01/2022	4099516-2216-9	20-92969-53003
Payment Terms	Total Due	Amount
Due Upon Receipt	\$144.57	



2216000209296953003040995160000001445700000014457 4

0043520 01 AB 0.461 **AU10 T6 0 7180 94118-210988 -C01-P43563-112
EQUITY AVG, LLC
388 12TH AVE
SAN FRANCISCO CA 94118-2109

12216R06



Remit To:






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

THINK GREEN:



DETAILS OF SERVICE				
Details for Service Location: Llc, Equity Avg,, 341 Somerset Rd, Piedmont CA 94611-3338			Customer ID: 20-92969-53003	
Description	Date	Ticket	Quantity	Amount
AVAILABLE BULKY DAVIS ST XFR	07/01/22		4.00	0.00
Available Bulky Yards Per	07/01/22		4.00	0.00
64 Gallon Cart Service - Organics	07/01/22		1.00	0.00
20 Gallon Toter	07/01/22		1.00	144.57
Total Current Charges				144.57

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 let us know your order status, log in for paperless billing, manage your account, view holiday schedules, pay your bill or schedule a pickup.

Customer Service
(833) 964-2729

Your Payment is Due

August 19, 2017

If full payment of the invoice 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 maximum charge of \$3.00 on each invoice late charge allowed under applicable law, regulation or contract.

Your Total Due

\$124.73

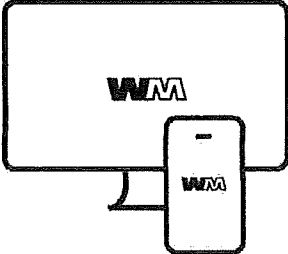
If payment is received after 08/19/2017: \$126.60
See notes for important messages.

17	(97.12)	0.00	124.73	124.73
----	---------	------	--------	--------

Details for Service Location: 311 Jackson Street, Stockton CA 95205 Customer ID: 2-87299-02885
PO Number: 65693

Description	Date	Ticket	Quantity	Amount
AVAILABLE BULKY DAVIS ST XFR	07/01/17		1.00	0.00
Available Bulky Yards Per	07/01/17		1.00	0.00
64 Gallon Cart Service - Organics	07/01/17	2924	1.00	144.57
20 Gallon Toter				
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

Scan to enroll in AutoPay & Paperless Billing, manage your services, view your pick up schedule and see your pick up ETA, all in one place.

Scan the QR code to get started today!



Visit wm.com/MyWM

Check Here to Change Contact Info

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

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 WM to pay my invoice by electronically deducting money from my bank account. I can cancel authorization by notifying WM 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	
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 347(c)(2) of the Bankruptcy Code)

00043290-00000001-0086-037



INVOICE

**424341
Q1 2017**

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

20-92969-53003
EQUITY AVG, LLC
OCT-NOV-DEC SERVICE
10/01/2022
4214878-2216-3

How to Contact Us

Visit wm.com/MyWM

Create a My WM profile for easy access to your pickup schedule, service alerts and online tools for billing and more. Have a question? Check our support center or start a chat.



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

\$144.57

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
144.57		(144.57)		0.00		144.57		144.57

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 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 <i>(Include with your payment)</i>
10/01/2022	4214878-2216-3	20-92969-53003
Payment Terms	Total Due	Amount
Due Upon Receipt	\$144.57	



2216000209296953003042148780000001445700000014457 8

0041774 01 AB 0.491 **AUTO T9 0 7270 94118-210988 -C01-P41815-11 34 I2216R23

EQUITY AVG, LLC
388 12TH AVE
SAN FRANCISCO CA 94118-2109



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





001177-1-00000001-0003658



065-4446195-2216-2

DETAILS OF SERVICE				
Details for Service Location: Llc, Equity Avg., 341 Somerset Rd, Piedmont CA 94611-3338			Customer ID: 20-92969-53003	
Description	Date	Ticket	Quantity	Amount
AVAILABLE BULKY DAVIS STREET TRANSFER	10/01/22		4.00	0.00
Available Bulky Yards Per	10/01/22		4.00	0.00
64 Gallon Cart Service - Organics	10/01/22		1.00	0.00
20 Gallon Toter	10/01/22		1.00	144.57
Total Current Charges				144.57

EASY WAYS TO PAY




-  **AutoPay**
Set up recurring payments with us at wm.com/myaccount.
-  **Online**
Use wm.com or My WM for a quick and easy payment.
-  **By Phone**
Pay 24/7 by calling 866-964-2729
-  **By Mail**
Fill out your invoice and mail it in. We'll provide the envelope.

HOW TO READ YOUR INVOICE

How to Contact Us

Visit wm.com/MyWM

Call a My WM Rep for easy access to your digital bills, view and data or for more information. Here is a quick check to get you up to speed on a date.

Customer Service (725) 929-8822

Your Payment is Due

January 1, 1968

If all portions of the invoice are not paid, the portion of the invoice that is not paid is subject to a late charge of 3.5% of the unpaid amount, which is automatically added to the invoice. Regular interest rates apply to late payments.

Your Total Due

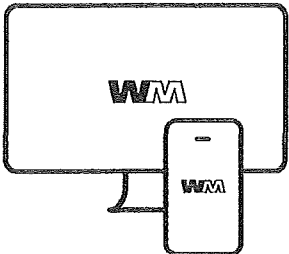
\$124.73

If you are a new customer, please call 800-964-2729.

Previous Balance	Payments	Adjustments	Current Invoice Charges	Total Account Balance Due
2 119.68	(119.68)	0.00	124.73	124.73

Description	Date	Ticket	Quantity	Amount
3 Fee For	01/01/23		1.00	\$3.00
Fee For Payment	01/01/23		1.00	0.00
Long Haul Service	01/01/23	5934	1.00	\$9.00
Early/In-Home/Change				\$9.73
Total Current Charges				124.73


1. States the date payment is due to WM. 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

Scan to enroll in AutoPay & Paperless Billing, manage your services, view your pick up schedule and see your pick up ETA, all in one place.

Scan the QR code to get started today!



Visit wm.com/MyWM

<input type="checkbox"/> Check Here to Change Contact Info List your new billing information below. For a change of service address, please contact WM. <table border="1" style="width: 100%; margin-top: 5px;"> <tr><td>Address 1</td><td></td></tr> <tr><td>Address 2</td><td></td></tr> <tr><td>City</td><td></td></tr> <tr><td>State</td><td></td></tr> <tr><td>Zip</td><td></td></tr> <tr><td>Email</td><td></td></tr> <tr><td>Date Valid</td><td></td></tr> </table>	Address 1		Address 2		City		State		Zip		Email		Date Valid		<input type="checkbox"/> Check Here to Sign Up for Automatic Payment Enrollment If I enroll in Automatic Payment services, I authorize WM to pay my invoice by electronically deducting money from my bank account. I can cancel authorization by notifying WM 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. <table border="1" style="width: 100%; margin-top: 5px;"> <tr><td>Email</td><td></td></tr> <tr><td>Date</td><td></td></tr> <tr><td>Bank Account Holder Signature</td><td></td></tr> </table>	Email		Date		Bank Account Holder Signature	
Address 1																					
Address 2																					
City																					
State																					
Zip																					
Email																					
Date Valid																					
Email																					
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

343
10 OCT 2022

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

20-92976-33009
EQUITY AVG, LLC
JAN-FEB- MAR SERVICE
01/01/2022
3859859-2216-5

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

\$138.39

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
138.39		(138.39)		0.00		138.39		138.39

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.

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.

1191

11-3152/3210 95

EQUITY AVG LLC (SOMERSET)
16521 ACADEMIA DR
ENCINO, CA 94135

DATE 1/11/22 CHECK NUMBER

PAY TO THE ORDER OF Waste Management \$ 138.39

one hundred thirty eight 39/100 DOLLARS

FIRST REPUBLIC BANK
Private Banking-San Francisco
111 Pine Street
San Francisco, CA 94111
415-774-6828

FOR 20-92976-33009 #343

Dean Beal

⑈001191⑈ 6331021669⑈ 80007106067⑈



INVOICE

2022 315
2022

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

20-92976-33009
EQUITY AVG, LLC
APR-MAY-JUN SERVICE
04/01/2022
3969819-2216-6

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

\$138.39

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
138.39		(138.39)		0.00		138.39		138.39

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)

Invoice Date _____ Invoice Number _____ Customer ID _____
(Include with your payment)

**EQUITY AVG LLC
(SOMERSET)**
16521 ACADEMIA DR
ENCINO, CA 94136

1209

11-8166/3210
95

DATE 4/4/22



PAY TO THE ORDER OF

WM Corp Services, Inc.

\$ 138.39

one hundred thirty eight 39/100

DOLLARS



FIRST REPUBLIC BANK
Private Banking-San Francisco
111 Pine Street
San Francisco, CA 94111
952-403-0288 Customer Care

343

FOR

3969819-2216-6

John Beck

⑈001209⑈ ⑆321081669⑆ 80007106067⑈



INVOICE

Customer ID: 20-92980-03009
Customer Name: EQUITY AVG, LLC
Service Period: JAN-FEB-MAR SERVICE
Invoice Date: 01/01/2023
Invoice Number: 4348281-2216-9

How to Contact Us

Visit wm.com/MyWM

Create a My WM profile for easy access to your pickup schedule, service alerts and online tools for billing and more. Have a question? Check our support center or start a chat.



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

\$144.57

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
144.57		(144.57)		0.00		144.57		144.57

IMPORTANT MESSAGES

Notice to California Residents - We collect personal information in conjunction with accounts and processing of payments. You may have certain rights regarding your personal information. To learn more about your additional rights for California, effective January 1, 2023, 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 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 <i>(Include with your payment)</i>
01/01/2023	4348281-2216-9	20-92980-03009
Payment Terms	Total Due	Amount
Due Upon Receipt	\$144.57	



2216000209298003009043482810000001445700000014457 7

0043633 01 AB 0.491 **AUTO T7 0 7362 94118-210988 -C01-P43676-I12

 EQUITY AVG, LLC
 388 12TH AVE
 SAN FRANCISCO CA 94118-2109

I2216R44



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

0043633-00000001-0084646-88


 Printed on recycled paper.

065-4446197-2216-8



INVOICE

343
30/08/2022

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

20-92976-33009
EQUITY AVG, LLC
JUL-AUG-SEP SERVICE
07/01/2022
4099517-2216-7

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

\$144.57

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
138.39		(138.39)		0.00		144.57		144.57

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) -----

WM
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 <i>(include with your payment)</i>
07/01/2022	4099517-2216-7	20-92976-33009
Payment Terms	Total Due	Amount
Due Upon Receipt	\$144.57	



2216000209297633009040995170000001445700000014457 5

0043521 01 AB 0.461 **AUTO T6 0 7180 94118-210988 -C01-P43564-112
EQUITY AVG, LLC
388 12TH AVE
SAN FRANCISCO CA 94118-2109

I2216R06



Remit To:

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

THINK GREEN:



C65-4446196-2216-0

DETAILS OF SERVICE

Details for Service Location:

Lic, Equity Avg., 343 Somerset Rd, Piedmont CA 94611-3338

Customer ID: 20-92976-33009

Description	Date	Ticket	Quantity	Amount
AVAILABLE BULKY DAVIS ST XFR	07/01/22		4.00	0.00
Available Bulky Yards Per	07/01/22		4.00	0.00
64 Gallon Cart Service - Organics	07/01/22		1.00	0.00
20 Gallon Toter	07/01/22		1.00	144.57
Total Current Charges				144.57

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 get us your whole problem, sign up for billless billing, manage your account, view holidays & rebates, pay your bill or schedule a pickup.

Customer Service: (888) 964-4438

Your Payment is Due

August 19, 2017

If full payment of the invoice amount is not received by the invoice due date, you will be charged a monthly late charge of 2.5% of the unpaid amount, up to a maximum charge of \$5.00 or will incur late charge interest 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.

124.73 + (97.12) + 0.00 + 124.73 = 124.73

Details for Service Location: 511 Jackson Street, Stockton CA 95205		Customer ID: 2-82290-00895	
		PO Number: 45993	
Description	Date	Ticket	Amount
64 Gallon Toter	07/01/17		1.00
64 Gallon Toter	07/01/17		0.00
64 Gallon Toter	07/01/17		15.00
Fuel/Environmental Charge	07/01/17	1934	13.73
Total Current Charges			124.73



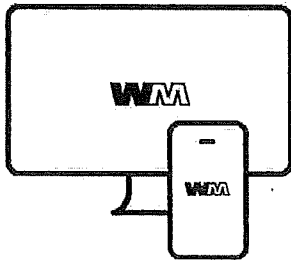
States the date payment is due to Waste Management. Anything beyond that date may incur additional charges. Your **Total Due** is the total amount of current charges and any previous unpaid balances combined.



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.



Service location details the total current charges of this invoice.



Get More with My WM

Scan to enroll in AutoPay & Paperless Billing, manage your services, view your pick up schedule and see your pick up ETA, all in one place.

Scan the QR code to get started today!



Visit wm.com/MyWM

Check Here to Change Contact Info

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

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 WM to pay my invoice by electronically deducting money from my bank account. I can cancel authorization by notifying WM 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	
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

3413
4TH QTR 2022

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

20-92976-33009
EQUITY AVG, LLC
OCT-NOV-DEC SERVICE
10/01/2022
4214879-2216-1

How to Contact Us

Visit wm.com/MyWM

Create a My WM profile for easy access to your pickup schedule, service alerts and online tools for billing and more. Have a question? Check our support center or start a chat.

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

\$144.57

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
144.57		(144.57)		0.00		144.57		144.57

IMPORTANT MESSAGES

Notice to California Residents: We collect personal information in conjunction with accounts and your personal information under California law. To learn more about your rights, visit www.caconsumerservice.org.
The WM office is temporarily closed for the safety of our employees and customers.
WASTE MANAGEMENT OBSERVES THE SAFETY OF OUR EMPLOYEES AND CUSTOMERS. WE WILL NOT PROVIDE SERVICE WILL BE DELAYED.

EQUITY AVG LLC (SOMERSET)
16521 ACADEMIA DR
ENCINO, CA 94136

DATE 10/4/22

1251
11-8166/3210
99

CHECK NUMBER

\$ 144.57
DOLLARS

Photo
Safe
Deposit
Check on line

PAY TO THE ORDER OF WM Corp.

one hundred forty four 57/100

FIRST REPUBLIC BANK
Private Banking-San Francisco
111 Pine Street
San Francisco, CA 94111
Ph 855-408-0126 Customer Service

FOR 20-92976-33009

⑈001251⑈ ⑈321081669⑈ 80007106067⑈

20-92976-33009

Total Due \$144.57

Amount

2216000209297633009042148790000001445700000014457 9

0041773 01 AB 0,491 **AUTO T9 0,7270 94118-210988 -C01-P41814-I1 34
EQUITY AVG, LLC
388 12TH AVE
SAN FRANCISCO CA 94118-2109

I2216R23



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



095-4445196-2216-0



345 INVOICE

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

20-92983-43008
EQUITY AVG, LLC
JAN-FEB-MAR SERVICE
01/01/2022
3859861-2216-1

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

\$138.39

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
138.39		(138.39)		0.00		138.39		138.39

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.

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)

**EQUITY AVG LLC
(SOMERSET)**
16521 ACADEMIA DR
ENCINO, CA 94136

1194

11-2165-3210
55

DATE 1/11/22



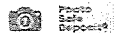
PAY TO THE ORDER OF

Waste Management

\$ 138.39

one hundred thirty eight 39/100

DOLLARS



FIRST REPUBLIC BANK
First Republic Bank
111 Pine Street
San Francisco, CA 94111

345

FOR 20-92983-43008

Dean Boel

⑈001194⑈ ⑈3839051329⑈ 80007106067⑈



INVOICE

345
2022

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

20-92983-43008
EQUITY AVG, LLC
APR-MAY-JUN SERVICE
04/01/2022
3969821-2216-2

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

\$138.39

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
138.39		(138.39)		0.00		138.39		138.39

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) ---

	Invoice Date	Invoice Number	Customer ID <small>(Include with your payment)</small>
	04/01/2022	3969821-2216-2	20-92983-43008

EQUITY AVG LLC (SOMERSET)
16521 ACADEMIA DR
ENCINO, CA 94136

1207
11-8166/3210
95

DATE 4/4/22

PAY TO THE ORDER OF WM Corp. Services, Inc. \$ 138.39

one hundred thirty eight 39/100 DOLLARS

FOR 3969821-2216-2 #345 John Boal

FIRST REPUBLIC BANK
Private Banking-San Francisco
111 Pine Street
San Francisco, CA 94111
Tel: 833-408-0288 Customer Care

11001207 1321081669 80007106067

085-4445196-2210-6



INVOICE

3415
3-10-2022

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

20-92983-43008
EQUITY AVG, LLC
JUL-AUG-SEP SERVICE
07/01/2022
4099519-2216-3

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

\$144.57

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
138.39		(138.39)		0.00		144.57		144.57

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 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 <i>(Include with your payment)</i>
07/01/2022	4099519-2216-3	20-92983-43008
Payment Terms	Total Due	Amount
Due Upon Receipt	\$144.57	



2216000209298343008040995190000001445700000014457 2

0043522 01 A8 0.461 **AUTO T6 0 7180 94118-210988 -C01-P43565-112
EQUITY AVG, LLC
388 12TH AVE
SAN FRANCISCO CA 94118-2109

12216R06



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

THINK GREEN.®



DETAILS OF SERVICE

Details for Service Location:

Llc, Equity Avg,, 345 Somerset Rd, Piedmont CA 94611-3338

Customer ID: 20-92983-43008

Description	Date	Ticket	Quantity	Amount
AVAILABLE BULKY DAVIS ST XFR	07/01/22		4.00	0.00
Available Bulky Yards Per	07/01/22		4.00	0.00
64 Gallon Cart Service - Organics	07/01/22		1.00	0.00
20 Gallon Toter	07/01/22		1.00	144.57
Total Current Charges				144.57

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.



Mall 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/schedule, sign your bill or schedule a pickup.

Customer Service (888) 966-4336

Your Payment is Due

August 19, 2017

If full payment of the invoice 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 maximum charge of \$3.00 in each billing cycle. See invoice for important messages.

Your Total Due

\$124.73

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

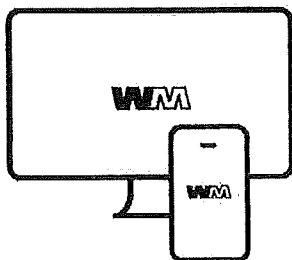
See invoice for important messages

2-12 + (97.12) + 0.00 + 124.73 = **124.73**

Details for Service Location: 311 Jackson Street, Stockton CA 95205 Customer ID: 20-92983-43008 PO Numbers: 45699

Description	Date	Ticket	Quantity	Amount
20 Gallon Toter	07/01/17		1.00	00.00
64 Gallon Cart Service	07/01/17	3534	1.00	00.00
Available Bulky Service	07/01/17		1.00	144.57
Total Current Charges				124.73

- 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.
- 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.
- Service location details the total current charges of this invoice.



Get More with My WM

Scan to enroll in AutoPay & Paperless Billing, manage your services, view your pick up schedule and see your pick up ETA, all in one place.

Scan the QR code to get started today!



Visit wm.com/MyWM

Check Here to Change Contact Info

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

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 **WM** to pay my invoice by electronically deducting money from my bank account. I can cancel authorization by notifying **WM** 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	
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 347(c)(2) of the Bankruptcy Code)



345
~~347~~
 4118 2022

INVOICE

Customer ID: 20-92983-43008
Customer Name: EQUITY AVG, LLC
Service Period: OCT-NOV-DEC SERVICE
Invoice Date: 10/01/2022
Invoice Number: 4214881-2216-7

How to Contact Us

Visit wm.com/MyWM

Create a My WM profile for easy access to your pickup schedule, service alerts and online tools for billing and more. Have a question? Check our support center or start a chat.



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

\$144.57

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
144.57		(144.57)		0.00		144.57		144.57

IMPORTANT MESSAGES

EQUITY AVG LLC (SOMERSET)
 16521 ACADEMIA DR
 ENCINO, CA 94136

DATE 10/4/22

1252
 11-8166/3210 95
 CHECK 21

PAY TO THE ORDER OF WM Corp. \$ 144.57

one hundred forty four 57/100 DOLLARS

FIRST REPUBLIC BANK
 Private Banking-San Francisco
 111 Pine Street
 San Francisco, CA 94111
 Tel: 800-408-0880

FOR 20-92983-43008

[Signature]

⑈001252⑈ ⑆321081669⑆ 80007106067⑈

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

10/01/2022	4214881-2216-7	20-92983-43008
Payment Terms	Total Due	Amount
Due Upon Receipt	\$144.57	



2216000209298343008042148810000001445700000014457 6

0041772 01 AB 0.491 **AUTO T9 0 7270 94118-210988 -C01-P41813-11 34 12216R23
 EQUITY AVG, LLC
 388 12TH AVE
 SAN FRANCISCO CA 94118-2109



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





INVOICE

347
12/25/2022

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

20-92980-03009
EQUITY AVG, LLC
JAN-FEB-MAR SERVICE
01/01/2022
3859860-2216-3

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

\$138.39

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
138.39		(138.39)		0.00		138.39		138.39

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.

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.

1193

11-2155/3210 95

EQUITY AVG LLC (SOMERSET)
16521 ACADEMIA DR
ENCINO, CA 94138

DATE 1/11/22 CHECK ARMOR

PAY TO THE ORDER OF Waste Management \$ 138.39

One hundred thirty eight 39/100 DOLLARS

FIRST REPUBLIC BANK
Private Banking-San Francisco
111 Pine Street
San Francisco, CA 94111
Ph: 855-419-6622

FOR 20-92980-03009 # 347 Dean Beck

⑈001193⑈ ⑆321081559⑆ 80007406067⑈



INVOICE

2024 347
855 2022

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

20-92980-03009
EQUITY AVG, LLC
APR-MAY-JUN SERVICE
04/01/2022
3969820-2216-4

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

\$138.39

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
138.39		(138.39)		0.00		138.39		138.39

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)

Invoice Date	Invoice Number	Customer ID
		20-92980-03009

EQUITY AVG LLC (SOMERSET)
16521 ACADEMIA DR
ENCINO, CA 94136

1208
11-8165/3210
95

DATE 4/4/22

CHECK PHOTO COPY

PAY TO THE ORDER OF WM Corp Services, Inc. \$ 138.39

one hundred thirty eight 39/100 DOLLARS

FIRST REPUBLIC BANK
Private Banking San Francisco
111 Pine Street
San Francisco, CA 94111
For 424-408-0788 Customer Care

FOR 3969820-2216-4 # 347

Sean Boal

⑈001208⑈ ⑆321081669⑆ 80007106067⑈

085-4446197-2216-B



INVOICE

347
20-07-2022

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

20-92980-03009
EQUITY AVG, LLC
JUL-AUG-SEP SERVICE
07/01/2022
4099518-2216-5

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

\$144.57

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
138.39		(138.39)		0.00		144.57		144.57

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 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 <i>(Include with your payment)</i>
07/01/2022	4099518-2216-5	20-92980-03009
Payment Terms	Total Due	Amount
Due Upon Receipt	\$144.57	



2216000209298003009040995180000001445700000014457 3

0043519 01 AB 0.461 **AUTO T6 0 7180 94118-210988 -CD1-M3562-112
EQUITY AVG, LLC
388 12TH AVE
SAN FRANCISCO CA 94118-2109

I2216R06








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

THINK GREEN:



DETAILS OF SERVICE				
Details for Service Location: Llc, Equity Avg,, 347 Somerset Rd, Piedmont CA 94611-3338			Customer ID: 20-92980-03009	
Description	Date	Ticket	Quantity	Amount
AVAILABLE BULKY DAVIS ST XFR	07/01/22		4.00	0.00
Available Bulky Yards Per	07/01/22		4.00	0.00
64 Gallon Cart Service - Organics	07/01/22		1.00	0.00
20 Gallon Toter	07/01/22		1.00	144.57
Total Current Charges				144.57

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, access for pre-billing, manage your account, view balance information, pay your bill or schedule a pickup.
Customer Service: (866) 964-2729

Your Payment is Due

August 19, 2017

If full payment of the unpaid 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 just below late charge allowed under applicable law, regulation or contract.

Your Total Due

\$124.73

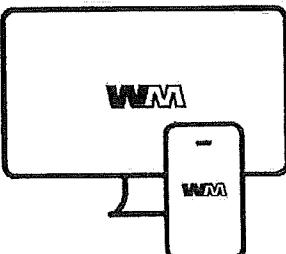
If payment is received after 08/19/2017: \$126.60
See reverse for important messages.

12.00 + (97.12) + 0.00 + 124.73 = 124.73

Details for Service Location: 311 Jackson Street, Stockton CA 95205 Customer ID: 2-82290-00855 PO Number: 45693

Description	Date	Ticket	Quantity	Amount
64 Gallon Cart Service	07/01/17		1.00	0.00
20 Gallon Toter	07/01/17		1.00	0.00
Available Bulky Yards Per	07/01/17	3534	1.00	144.57
Fuel/Environmental Charge				12.16
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

Scan to enroll in AutoPay & Paperless Billing, manage your services, view your pick up schedule and see your pick up ETA, all in one place.

Scan the QR code to get started today!



Visit wm.com/MyWM

<p><input type="checkbox"/> Check Here to Change Contact Info</p> <p>List your new billing information below. For a change of service address, please contact WM.</p> <table border="1" style="width: 100%;"> <tr><td>Address 1</td><td></td></tr> <tr><td>Address 2</td><td></td></tr> <tr><td>City</td><td></td></tr> <tr><td>State</td><td></td></tr> <tr><td>Zip</td><td></td></tr> <tr><td>Email</td><td></td></tr> <tr><td>Date Valid</td><td></td></tr> </table>	Address 1		Address 2		City		State		Zip		Email		Date Valid		<p><input type="checkbox"/> Check Here to Sign Up for Automatic Payment Enrollment</p> <p>If I enroll in Automatic Payment services, I authorize WM to pay my invoice by electronically deducting money from my bank account. I can cancel authorization by notifying WM 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.</p> <table border="1" style="width: 100%;"> <tr><td>Email</td><td></td></tr> <tr><td>Date</td><td></td></tr> <tr><td>Bank Account</td><td></td></tr> <tr><td>Holder Signature</td><td></td></tr> </table>	Email		Date		Bank Account		Holder Signature	
Address 1																							
Address 2																							
City																							
State																							
Zip																							
Email																							
Date Valid																							
Email																							
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)

03/15/19-0000001-0086150



INVOICE

347
1TH 2022

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

20-92980-03009
EQUITY AVG, LLC
OCT-NOV-DEC SERVICE
10/01/2022
4214880-2216-9

How to Contact Us

Visit wm.com/MyWM

Create a My WM profile for easy access to your pickup schedule, service alerts and online tools for billing and more. Have a question? Check our support center or start a chat.

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

\$144.57

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
144.57		(144.57)		0.00		144.57		144.57

EQUITY AVG LLC (SOMERSET)
16521 ACADEMIA DR
ENGINO, CA 94136

1250

11-8165/3210
95

DATE

10/4/22

CHECK AGAINST

PAY TO THE ORDER OF

WM Corp.

\$ 144.57

one hundred forty four 57/100

DOLLARS

Photo Safe Deposite Details on back

FIRST REPUBLIC BANK
Private Banking-San Francisco
111 Pine Street
San Francisco, CA 94111
Tel: 855-406-7329

FOR

20-92980-03009

⑈001250⑈ ⑆321081669⑆ 80007106067⑈



WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.

172 98TH AVENUE
OAKLAND, CA 94603
(510) 613-8710
(510) 562-2854 FAX
CALOAKLAND@WM.COM

Invoice Date

10/01/2022

INVOICE NUMBER

4214880-2216-9

(Include with your payment)

20-92980-03009

Payment Terms

Due Upon Receipt

Total Due

\$144.57

Amount



2216000209298003009042148800000001445700000014457 ?

0041775 01 AB 0.491 **AUTO T9 0 7270 94118-210988 -C01-P41816-11 34

12216R23

EQUITY AVG, LLC
388 12TH AVE
SAN FRANCISCO CA 94118-2109



Remit To:

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

Printed on recycled paper

065-4446197-2216-R

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE
City of Oakland Rent Adjustment Program
Case Number: T22-0124

I, Valeria Bentorkia-Moran, declare that:

I am employed in the County of San Francisco, State of California. I am over the age of 18 and am not a party to this action. My business address is 601 Montgomery Street, Suite 400, San Francisco, California 94111.

On February 1, 2023, I served:

APPEAL

in said cause addressed as follows:

Kevin Benafield and
Lisa Sonriya
341 Somerset Road
Oakland, CA 94611

/XX/ (BY MAIL) By placing a true copy thereof enclosed in a sealed envelope. I placed each such sealed envelope, with postage thereon fully prepaid for first-class mail, for collection and mailing at San Francisco, California, following ordinary business practices.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on February 1, 2023, at San Francisco, California



VALERIA BENTORKIA-MORAN



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: T22-0124, Benafield v. Equity Avg LLC
APPEAL HEARING: April 13, 2023
PROPERTY ADDRESS: 341 Somerset Road, Oakland, CA
APPEARANCES:
Appellant/Owner
Representative: Andrew Zacks
Respondent/Tenant: Kevin Benafield

BACKGROUND

Tenants filed a petition alleging an unlawful rent increase from \$1,429 to \$1,753, which they later clarified that the challenge was to an invoice they received from the owner stating that the tenants owed \$1,753 for garbage collection from the beginning of 2019 through March 2022. The petition also alleged decreased housing services.

RULING ON THE CASE

The hearing decision ruled that the garbage collection charges violated Rent Adjustment Program Regulations Appendix A, section 10.1.10's prohibition on splitting utilities. The hearing officer also found that the tenants were owed restitution and were entitled to ongoing rent decreases for decreased housing services due to discontinued landscaping and for lighting problems.

GROUNDINGS FOR APPEAL

The owner appealed the decision, arguing that:

- (1) The waste management bills were charged separately for each unit and attaches new evidence with quarterly bills for each unit; and

(2) Because the waste management bills were addressed the owner, the hearing officer assumed that the bills were divided while in fact waste management was individually billed by unit.

BOARD DECISION

After parties' arguments, questions to the parties, and Board discussion, Chair Ingram moved to remand the case back to the Hearing Officer on the limited issue of the waste management charges and for the Hearing Officer to identify what evidence in the record was relied on and supported their finding that the waste management was split. Vice Chair Oshinuga seconded the motion. Vice Chair Oshinuga withdrew his second and made a friendly amendment to include that evidence in the record includes sworn testimony from the hearing. Chair Ingram accepted the amendment. Vice Chair Oshinuga seconded the motion.

The Board voted as follows:

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

The motion was adopted.



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

April 20, 2023

DATE

PROOF OF SERVICE
Case Number T22-0124

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

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

Documents Included

Appeal Decision

Manager

Steve Bach
Bayview Real Estate Svc., Inc.
388-12th Ave.
San Francisco, CA 94118

Owner

Equity Avg., LLC
16521 Academia Drive
Encino, CA 91436

Owner Representative

Andrew Catterall
Zachs, Freedman, & Patterson, PC
601 Montgomery Street, Suite 400
San Francisco, CA 94111

Tenant

Kevin Benafield
341 Somerset Road
Oakland, CA 94611

Tenant Representative

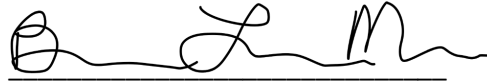
Lisa Souriya
341 Somerset Road
Oakland, CA 94611

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

000473

business.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **April 20, 2023** in Oakland, CA.

A handwritten signature in black ink, appearing to read 'Briana Lawrence-McGowan', written over a horizontal line.

Briana Lawrence-McGowan

Oakland Rent Adjustment Program

CITY OF OAKLAND

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) 238-3691
CA Relay Service 711

REMAND DECISION

CASE NUMBER: T22-0124

CASE NAME: Benafield v. Equity Avg. LLC

PROPERTY ADDRESS: 341 Somerset Road, Oakland, California

HEARING DATES: October 11, 2022 and October 24, 2022

DATE OF HEARING DECISION: January 12, 2023

DATE OF APPEAL DECISION: April 20, 2023

PARTIES: Petitioner Kevin Benafield
Petitioner Lisa Souriya
Respondent Daniel Hakakha (managing partner of
Equity Avg. LLC)
Respondent's Agent Steve Bach (property manager for
Equity Avg. LLC)
Respondent's Representative Andrew Zacks

PROCEDURAL BACKGROUND

On July 20, 2022, Tenants Kevin Benafield and Lisa Souriya ("Petitioners") filed a petition alleging that they received an illegal rent increase from \$1,429.00 to \$1,753.00. Petitioners contended that this increase was above the allowable amount; the increase was unlawful because they did not receive proper notice; the notice was not properly served, and/or they were not provided with the Notice to Tenants of the Residential Adjustment Program ("RAP Notice").

At the initial remote hearing, Mr. Benafield clarified that the \$1,753.00 amount listed in the petition did not represent the recurring monthly rent; rather, it was the amount of a waste management services ledger they received from property owner Equity Avg. LLC ("Respondent") in March 2022. Respondent contended that Petitioners were not being unlawfully charged for utilities.

The hearing decision, issued on January 12, 2023, found that the waste management collection charges were based on a utility bill that was split between the units. The hearing decision ruled that this violated Rent Adjustment Program Regulations section 10.1.10, which prohibits dividing up a utility bill between units when more than one

000475

rental unit shares that utility bill with another rental unit. Respondent appealed this portion of the decision.

On April 20, 2023, the Housing, Residential Rent and Relocation Board (“the Board”) remanded the case back to the Hearing Officer on the limited issue of the waste management charges. Specifically, the Board decision asked the Hearing Officer to identify what evidence in the record was relied on that supported the finding that the waste management was a split utility. The Board clarified that such evidence may include sworn testimony from the hearing.

Given the limited nature of the Board’s Appeal Decision and Remand instructions, the original Hearing Decision remains in effect. This Remand Decision serves as a supplement to that Hearing Decision in order to respond to the Board instructions on appeal.

ISSUE ON REMAND

What evidence in the record supports the finding that the waste management charges were based on a split utility?

EVIDENCE

Waste Management as a Split Utility

Mr. Benafield stated at the hearing that Petitioners were challenging an invoice for waste management that they received from Respondent in the amount of \$1,753.32. Before Respondent purchased the property, Petitioners received waste management invoices from the prior owner and always submitted payment to the prior owner for the amounts listed in those invoices. Mr. Bach and Mr. Hakakha both testified that Respondent took possession of the property in late 2018. Mr. Bach’s sworn statement on the Property Owner Response indicated that Respondent purchased the property on October 9, 2018.

Mr. Hakakha testified that, upon purchasing the property, Respondent contracted with waste management and that the waste management bill was put in Respondent’s name. Mr. Hakakha stated that Respondent is required to register waste management services in its name, asserting that doing so is a requirement of either the City of Oakland or the County of Alameda, but offered no documentary evidence of such a requirement. Mr. Hakakha testified that Respondent pays the waste management company for waste collection services. Mr. Hakakha stated that payment of the waste management bills was “. . . money we paid out as contracted for.”

Mr. Benafield stated that, at some point after Respondent took possession of the property, both Mr. Benafield and Ms. Souriya asked Mr. Bach about the garbage collection fees and that Mr. Bach’s responses were: “I’m getting it together” or “Don’t worry about it.” In approximately January 2019, Mr. Benafield asked Mr. Bach about the garbage collection fees. Mr. Benafield stated that, in December 2018 and February and March 2019, Ms. Souriya sent emails to Mr. Bach regarding garbage collection fees.

Mr. Benafield testified that, in March 2022, Petitioners received a ledger that Respondents created, which stated that Petitioners owed money to Respondent for unpaid waste management fees.¹ The ledger indicated that Petitioners and the other three units at the property each owed \$1,753.32 for garbage collection from the beginning of 2019 through March 2022.² The ledger listed four quarterly charges for each unit for each year from 2019 through 2021 and listed one charge for each unit for 2022. All of the quarterly charges for each of the four units were the same amounts for each corresponding quarter. Mr. Hakakha testified that he could not speak to the accuracy of the waste management ledger. No party submitted the actual waste management bills from the waste management company into evidence.³

When asked about the several-year delay in invoicing Petitioners for the waste management charges, Mr. Bach stated that there was no reason for the delay other than “We had too much to do, and then we had COVID, and that created a whole slew of other problems.” Mr. Hakakha stated “We worked diligently. As [Mr. Bach] mentioned, there was COVID . . . but even prior to COVID we worked diligently.” Mr. Hakakha also stated, “We worked diligently in terms of putting the ledger together.”

Mr. Hakakha stated several times that garbage collection is a utility. He stated that he considers it a utility because it is governed by paragraph 11 (titled “Utilities”) of the lease. Respondent submitted a copy of the controlling lease, which states:

9. UTILITIES: Tenant agrees to pay for all utilities and services and the following charges _____ except None, which shall be paid for by Landlord. If any utilities are not separately metered, Tenant shall pay Tenant’s proportional share, as reasonably determined and directed by Landlord. If utilities are separately metered, Tenant shall place utilities in Tenant’s name as of the Commencement Date. Landlord is only responsible for installing and maintaining one telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.⁴

Mr. Hakakha testified that the waste management bill was not in the tenant’s name unlike any of the other utility services.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Utilities

¹ Exhibit 1, Invoice “Waste Management 341-347 Somerset”

² It was undisputed that Petitioners had not received an invoice for garbage collection since September 2018, which pre-dated Respondent’s ownership of the property.

³ On May 2, 2023, Respondent’s attorney, Andrew Catterall, sent a letter to the Hearing Officer (with a copy to Mr. Benafield) in which he argued that the evidence did not support the Hearing Decision’s finding that the waste management bill was a split utility. In the letter, Mr. Catterall referenced bills that Respondent submitted with Respondent’s appeal. As those bills were not submitted into evidence at the initial hearing, and given the Board’s instructions on remand, the Hearing Officer cannot consider the referenced-bills here.

⁴ Exhibit 2, March 5, 2013 Lease and RAP Notice

The following evidence in the record supported the finding that the waste management charges were based on a split utility, and therefore unlawful under Rent Adjustment Program Regulations section 10.1.10.

- 1) Respondent testified that the waste management bill was in Respondent's name.
- 2) No bills from the waste management company were offered into evidence at the hearing.
- 3) Mr. Bach and Mr. Hakakha both repeatedly stressed that they worked diligently to put the waste management ledger together. It was concluded that Mr. Bach and Mr. Hakakha would not have stressed that they worked diligently to put the ledger together unless there was some action they needed to take once they received a bill from the waste management company, beyond forwarding such bills to the tenants at the property.

If the waste management charges were already split between the units by the waste management company, it is unclear why ownership waited over three years to request reimbursement from the tenants. It was concluded that this work must have included, at a minimum, dividing the waste management bill into separate charges for all four units. Otherwise, Respondent could have just forwarded the bill from the waste management company to Petitioners.

- 4) Mr. Hakakha acknowledged that no one at the hearing contested the Utilities section of the lease. That section states, among other things, "If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date." Mr. Hakakha testified that the waste management bill was not placed in Petitioners' names, unlike any of the other utility services. Since the waste management bill was not in Petitioners' names, it was determined that the waste management utility was not separately metered. When a utility is not separately metered, there is one charge for the entire property.

Therefore, it was concluded that the waste management bill for each unit was not separately metered/billed by the waste management company, but rather that Respondent received one bill for the entire property, which was then split proportionally among the units.


- 5) The lease also states that "If any utilities are not separately metered, Tenant shall pay Tenant's proportional share." The waste management ledger created by Respondent showed that the Petitioners and each of the other three units at the property were being charged an equal amount for each quarterly waste management bill. It was concluded that this equal amount was the proportional share of a property-wide bill that was being charged to each unit.
- 6) The waste management ledger provided to Petitioners showed the amounts being charged to each of the other units. It was concluded that this was to show Petitioners that they were being charged a proportional share.

ORDER

1. As set forth in the original Hearing Decision, Petition T22-0124 is granted, in part.
2. Respondent cannot charge Petitioners for past, current, or future garbage collection bills. Any money collected by Respondent from Petitioners for garbage collection in 2022 must be returned to Petitioner by February 28, 2022.

3. As set forth in the original Hearing Decision, the base rent for the unit is \$1,455.89 before consideration of restitution or any current decreased housing services.
4. Nothing in this Order prevents the owner from increasing the Petitioner's rent according to the laws of the Rent Adjustment Ordinance and the State of California at any time.
5. Right to Appeal: This decision is the final decision of the Rent Adjustment Program staff. Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) calendar days after service of the decision. The date of service is shown on the attached Proof of Service. If the Rent Adjustment Office is closed on the last day to file, the appeal may be filed on the next business day.

Dated: May 11, 2023



Brian Brophy
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE

Case Number: T22-0124

Case Name: Benafield v. Equity Avg, LLC

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 Decision

Manager

Steve Bach, Bayview Real Estate Svc., Inc.
388-12th Ave.
San Francisco, CA 94118

Owner

Equity Avg., LLC
16521 Academia Drive
Encino, CA 91436

Owner Representative

Andrew Catterall, Zachs, Freedman, & Patterson, PC
601 Montgomery Street, Suite 400
San Francisco, CA 94111

Tenant

Kevin Benafield
341 Somerset Road
Oakland, CA 94611

Tenant Representative

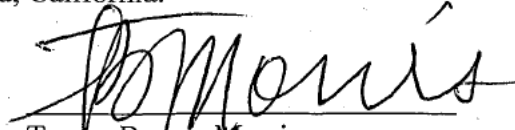
Lisa Souriya
341 Somerset Road
Oakland, CA 94611

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

000480

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 17, 2023** in Oakland, California.

A handwritten signature in black ink, appearing to read "T. Brown-Morris", written over a horizontal line.

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.

APPEAL

Appellant's Name Equity AVG LLC		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) 341 Somerset Road, Oakland, CA 94611			
Appellant's Mailing Address (For receipt of notices) 388 12th Avenue San Francisco, CA 94118		Case Number T22-0124	
		Date of Decision appealed May 11, 2023	
Name of Representative (if any) Andrew R. Catterall Zacks & Freedman PC		Representative's Mailing Address (For notices) 601 Montgomery Street, Suite 400 San Francisco, CA 94111	

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: 25.

• 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 _____, 20____, 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	Kevin Benafield
Address	341 Somerset Road
City, State Zip	Oakland, CA 94611
Name	Lisa Sonriya
Address	341 Somerset Road
City, State Zip	Oakland, CA 94611

 Andrew R. Catterall	June 1, 2023
--	--------------

SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE

DATE

EXPLANATION REGARDING APPEAL T22-0124

BACKGROUND

Tenant's Petition claimed that there was a reduction in service due to "back billing of water bill." In the January 12, 2023 decision, Hearing Officer Brian Brophy cited to Rule 10.10 as the basis for why the demand that the tenant pay for the garbage, as required by the lease, is an illegal rent increase. In the decision, Hearing Officer Brophy claims the demand that the Tenant Petitioner pay for the garbage, as required by the lease, is an illegal rent increase based on the following:

The Owner cannot lawfully charge the Petitioners for garbage collection because it is illegal to divide utility bills at multi-unit properties.

Petitioner's unit is one of four apartments at the property. The garbage collection bill is in Respondent's name and charged to each of the tenant's by dividing the total bill.

(See 1/12 Decision at p. 9)

However, the decision cited to no evidence—and there is not "substantial evidence in the case record"--supporting this claim. Yet from this factual conclusion, the decision then states that:

Because garbage collection is a utility, it is unlawful for an owner to divide up a garbage collection bill between units at a multi-unit property.¹ This is even the case where it is specifically provided in the lease that the tenant is responsible for payment of waste management because any provision, whether written or oral, that violates the Rent Adjustment Ordinance is against public policy and void.² Therefore, the clause in the lease that requires Petitioners to pay for garbage collection is unenforceable.

(See Decision at p. 10)

The January 12 decision does not describe what, if any, evidence the Hearing Officer relied on to conclude that a single bill was divided between the units. Nor does that decision state whether this issue was even addressed at the hearing. Based on the fact that the ALJ had made the incorrect conclusion as to whether the garbage bill was split¹, and that Landlord was not put on notice that this issue was even being addressed at the hearing, the Landlord appealed the decision. After the appeal hearing, on April 20, 2023, the Housing, Residential Rent and Relocation Board ("the Board") remanded the case to the Hearing Officer on the limited issue of the asking him "to identify what evidence in the record was relied on that supported the finding that the Waste management was a split utility."

1) No Substantial Evidence Supporting the Conclusions

In the May 11 Remand decision, the Hearing Officer points to six pieces of information he used to erroneously conclude that the waste management bills were split: that 1) the bills were in landlord's name; 2) the separate bills were not offered into evidence; 3) the parties stated that they put some effort into putting the bills together for the hearing; 4) the bills were in landlord's name, despite the fact that the lease required the tenant to separately metered bills in his name; 5) the lease says that, for those utility bills not separately metered, tenant shall pay his proportional share; and 6) the rent ledger shows waste management bills in equal amounts to each of the property's units.

¹ . In fact, this conclusion was incorrect: As set forth in Exhibit A, the addresses on each of the four bills correspond to each the four apartments in the building. 341, 343, 345 and 347 Somerset. The amount billed to Tenant petitioner in its quarterly bill--\$144.57—is the amount they are being billed for garbage. Had Landlord been given the opportunity, it would have provided this evidence at the hearing.

None of these pieces of information, separately or taken together, evidence that the waste management was being divided from a single bill, and they certainly do not amount to “substantial evidence” that there was a single, divided bill. To reach this conclusion, the Hearing officer was simply engaging in “guess work—and he guessed wrong. “By definition, “substantial evidence” requires evidence and not mere speculation. In any given case, one ‘may speculate about any number of scenarios that may have occurred.... A reasonable inference, however, may not be based on suspicion alone, or on imagination, speculation, supposition, surmise, conjecture, or guess work.... A finding of fact must be an inference drawn from evidence rather than ... a mere speculation as to probabilities without evidence.” *People v. Wallace*, 222 15 Cal.App.5th 82, 93 (2017)

2f) Landlord Was Denied the Opportunity to Respond to the Petitioner’s Claim

As a matter of due process, an agency must provide a private party with adequate notice of the issues to be considered in administrative adjudication so that the party has sufficient time to prepare for the hearing and to meet the government's arguments. Notice must be “reasonably calculated, under all the circumstances, to apprise” the party of the pendency and nature of the proceedings and to afford the party reasonable opportunity to present objections. (*Mullane v. Central Hanover Bank & Trust Co.* (1950) 339 US 306, 314)

Here, the Landlord was denied the opportunity to meaningfully respond to the issue of whether the bill was divided up. Tenant’s petition simply said that they were being “back billed” for past waste management charges—nothing about it being impermissibly split. The issue did not come up on the hearing. Both the January 12 and the May 11 decisions fail to show that this issue was raised at the hearing. In fact, the Landlord had never heard of the issue until it received the January 12 decision. Had it had the opportunity to do so, the Landlord could have proven each unit was billed separately.

CONCLUSION

The waste management bills are not split between the units. The Hearing Officer made the wrong decision. The record shows the decision was not supported by any evidence, and that it was made without any notice that this point was in contention.

While the Board remanded the January 12 decision, it did so for the limited purpose of having the Hearing Officer explain what evidence he relied on to come to his decision. The remanded decision makes it clear that the decision was the result of pure guesswork, as opposed to substantial evidence, and that the parties were not provided any notice that was an issue he would rule on. Allowing the May 11 decision on remand to stand would be unfair, incorrect, and in violation of Landlord’s due process and the Board’s Rules. Not only does it prevent the Landlord from collecting past garbage costs, but prevents him from doing so in the future, despite being legally allowed to do so.

Landlord respectfully requests that the Board either (1) overturn the decision’s conclusions and its concurrent order that that “Respondent cannot charge Petitioners for past, current, or future garbage collection bills. Any money collected by Respondent from Petitioners for garbage collection in 2022 must be returned to Petitioner by February 28, 2022,” or (2) remand the case to the Hearing Officer to allow the parties to present evidence relating to this issue.

Dated: June 2, 2023

/s/ Andrew R. Catterall

Andrew R. Catterall
ZACKS & FREEDMAN, PC
Attorneys for Respondent

000485

EXHIBIT A

341 12/5/2022

DETAILS OF SERVICE				
Details for Service Location: Llc, Equity Avg,, 341 Somerset Rd, Pledmont CA 94611-3338			Customer ID: 20-92969-53003	
Description	Date	Ticket	Quantity	Amount
AVAILABLE BULKY DAVIS ST XFR	01/01/22		4.00	0.00
Available Bulky Yards Per	01/01/22		4.00	0.00
64 Gallon Cart Service - Organics	01/01/22		1.00	0.00
20 Gallon Toter	01/01/22		1.00	138.39
Total Current Charges				138.39

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 806-964-2729.
- 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
Visit wm.com Call 806-964-2729 Text 806-964-2729	August 19, 2017 Please pay this invoice by the date shown on this invoice. If you do not pay by the date shown, we will be forced to suspend your service. We will not be responsible for any damage or loss to your property or contents of your vehicle if you do not pay by the date shown.	\$124.73 Previous balance of \$116.60 03/19/2017 - \$116.60

Service Charge	124.73				
Discount					
Total Due	124.73				

Service location details that affect current charges of this invoice.

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.

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.

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!

EQUITY AVG LLC (SOMERSET) 16521 ACADEMIA DR ENCINO, CA 94136		1192 11-3165/0210 95
DATE <u>11/11/22</u>		BOCK ALUM
PAY TO THE ORDER OF <u>Waste Management</u>		\$ <u>138.39</u>
<u>one hundred thirty eight 39/100</u>		DOLLARS
FOR <u>20-92969-53003</u>		<u>Ben Ben</u>

FIRST REPUBLIC BANK
111 Pine Street
San Francisco, CA 94111

#341

⑆00016921⑆ ⑆326086669⑆ 80007606067⑆



INVOICE

341
210 050 201

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

20-92969-53003
EQUITY AVG, LLC
APR-MAY-JUN SERVICE
04/01/2022
3969818-2216-8

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

\$138.39

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
138.39		(138.39)		0.00		138.39		138.39

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) ---

Invoice Date	Invoice Number	Customer ID
04/01/22	20-92969-53003	1206

EQUITY AVG LLC (SOMERSET)
16521 ACADEMIA DR
ENCINO, CA 94138

DATE 4/4/22

PAY TO THE ORDER OF WM Corp. Services, Inc. \$ 138.39

one hundred thirty eight 39/100 DOLLARS

FIRST REPUBLIC BANK
111 Pine Street
San Francisco, CA 94111
FOR 3969818-2216-8 #341

Sean Ben

⑈001206⑈ ⑆326086669⑆ 80007106067⑈



INVOICE

341
3rd A/C 2022

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

20-92969-53003
EQUITY AVG, LLC
JUL-AUG-SEP SERVICE
07/01/2022
4099516-2216-9

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

\$144.57

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
138.39		(138.39)		0.00		144.57		144.57

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 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 <i>(Include with your payment)</i>
07/01/2022	4099516-2216-9	20-92969-53003
Payment Terms	Total Due	Amount
Due Upon Receipt	\$144.57	

2216000209296953003040995160000001445700000014457 4

001320 01 A0 0 461 **AUTO T6 0 7130 94118-210988 401-P13563-112
EQUITY AVG, LLC
388 12TH AVE
SAN FRANCISCO CA 94118-2109

12216R05



Reprint To:

WM CORPORATE SERVICES, INC.
AS PAYMENT AGENT
PO BOX 641008
LOS ANGELES, CA 90054-1008

THINK GREEN:



085-4446195-2216-2

DETAILS OF SERVICE				
Details for Service Location: LLC, Equity Avg., 341 Sömärset Rd, Piedmont CA 94611-3338			Customer ID: 20-92969-53003	
Description	Date	Ticket	Quantity	Amount
AVAILABLE BULKY DAVIS ST XFR	07/01/22		4.00	0.00
Available Bulky Yards Per	07/01/22		4.00	0.00
64 Gallon Cart Service - Organics	07/01/22		1.00	0.00
20 Gallon Toter	07/01/22		1.00	144.57
Total Current Charges				144.57

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

Visit wm.com To get your invoice or to pay for your services, visit wm.com .	Invoice Date: August 19, 2017	Your Total Due: \$124.73
Customer Service: 866-964-2729	Payment Instructions: Payment is received after 08/19/2017-124.60	Payment Instructions: Payment is received after 08/19/2017-124.60
Account Summary: 17 + 07.13 + 0.00 + 124.23 = 124.23	Customer ID: 20-92969-53003	
Service Location: 311 Auburn St, Toulon CA 94921	Customer ID: 20-92969-53003	
Receipts: 11/11/17 1.00 08/01/17 1.00 07/01/17 1.00 Total Current Charges 124.23	Date: 08/19/17	Quantity: 2471
Total Current Charges: 124.23		Amount: 124.23

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.

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.

Service location details the total current charges of this invoice.



Get More with My WM

Scan to enroll in AutoPay & Paperless Billing, manage your services, view your pick up schedule and see your pick up ETA, all in one place.

Scan the QR code to get started today!



Visit wm.com/MyWM

<input type="checkbox"/> Check Here to Change Contact Info List your new billing information below. For a change of service address, please contact WM.	<input type="checkbox"/> Check Here to Sign Up for Automatic Payment Enrollment If I enroll in Automatic Payment services, I authorize WM to pay my invoice by electronically deducting money from my bank account. I can cancel authorization by notifying WM 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.																				
<table border="1" style="width: 100%;"> <tr><td>Address 1</td><td></td></tr> <tr><td>Address 2</td><td></td></tr> <tr><td>City</td><td></td></tr> <tr><td>State</td><td></td></tr> <tr><td>Zip</td><td></td></tr> <tr><td>Email</td><td></td></tr> <tr><td>Date Valid</td><td></td></tr> </table>	Address 1		Address 2		City		State		Zip		Email		Date Valid		<table border="1" style="width: 100%;"> <tr><td>Email</td><td></td></tr> <tr><td>Date</td><td></td></tr> <tr><td>Bank Account Holder Signature</td><td></td></tr> </table>	Email		Date		Bank Account Holder Signature	
Address 1																					
Address 2																					
City																					
State																					
Zip																					
Email																					
Date Valid																					
Email																					
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 HMCBankruptcy@wm.com or PO Box 43200 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)

WM-13-000001-02/16/17



INVOICE

424 341
OCT 2022

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

20-92969-53003
EQUITY AVG, LLC
OCT-NOV-DEC SERVICE
10/01/2022
4214878-2216-3

How to Contact Us

Visit wm.com/MyWM

Create a My WM profile for easy access to your pickup schedule, service alerts and online tools for billing and more. Have a question? Check our support center or start a chat.

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

\$144.57

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
144.57		(144.57)		0.00		144.57		144.57

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 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 <i>(Include with your payment)</i>
10/01/2022	4214878-2216-3	20-92969-53003
Payment Terms	Total Due	Amount
Due Upon Receipt	\$144.57	



2216000209296953003042148780000001445700000014457 8

0041771 01 A8 0.491 **AUTO T9 0 7270 94110-210900 -C01-P41015-11 34

EQUITY AVG, LLC
308 12TH AVE
SAN FRANCISCO CA 94118-2109

12216R23



Remit To:

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



Printed on recycled paper.

065-4446195-2216-2



INVOICE

343
12 OFF 2022

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

20-92976-33009
EQUITY AVG, LLC
JAN-FEB-MAR SERVICE
01/01/2022
3859859-2216-5

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

\$138.39

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
138.39		(138.39)		0.00		138.39		138.39

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.

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.

EQUITY AVG LLC (SOMERSET) 18521 ACADEMIA DR ENCINO, CA 94138		1191
DATE <u>1/11/22</u>		11-8163/3210 SS
PAY TO THE ORDER OF <u>Waste Management</u>		\$ <u>138.39</u>
<u>one hundred thirty eight 39/100</u>		DOLLARS
FOR <u>20-92976-33009</u>	<u>#343</u>	<u>Dean Beal</u>

FIRST REPUBLIC BANK
121 First Street
San Francisco, CA 94103
415-774-2211

⑈0006696⑈ ⑈3360016669⑈ 80007606067⑈



INVOICE

2022 3115
2022

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

~~20-92976-33009~~
EQUITY AVG, LLC
~~APR-MAY-JUN SERVICE~~
04/01/2022
3969819-2216-6

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

\$138.39

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
138.39		(138.39)		0.00		138.39		138.39

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)

Invoice Date	Invoice Number	Customer ID
		20-92976-33009
		1209
DATE	4/4/22	11-8166/3210 95
EQUITY AVG LLC (SOMERSET) 16521 ACADEMIA DR ENCINO, CA 94136		
PAY TO THE ORDER OF <u>WM Corp Services, Inc.</u> <u>one hundred thirty eight 39/100</u> \$ <u>138.39</u>		DOLLARS
FIRST REPUBLIC BANK 151 First Street San Francisco, CA 94111 415-774-6121		# <u>343</u> FOR <u>3969819-2216-6</u>
⑈001209⑈ ⑆321081669⑆ 80007106067⑈		



INVOICE

Customer ID: 20-92980-03009
 Customer Name: EQUITY AVG, LLC
 Service Period: JAN-FEB-MAR SERVICE
 Invoice Date: 01/01/2023
 Invoice Number: 4348281-2216-9

<p>How to Contact Us</p> <p>Visit wm.com/MyWM</p> <p>Create a My WM profile for easy access to your pickup schedule, service alerts and online tools for billing and more. Have a question? Check our support center or start a chat.</p>  <p>Customer Service: (510) 613-8710</p>	<p>Your Payment Is Due</p> <p>Due Upon Receipt</p> <p>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.</p>	<p>Your Total Due</p> <p>\$144.57</p>
--	---	---

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
144.57		(144.57)		0.00		144.57		144.57

IMPORTANT MESSAGES

Notice to California Residents - We collect personal information in conjunction with accounts and processing of payments. You may have certain rights regarding your personal information. To learn more about your additional rights for California, effective January 1, 2023, 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 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 <i>(Include with your payment)</i>
01/01/2023	4348281-2216-9	20-92980-03009
Payment Terms	Total Due	Amount
Due Upon Receipt	\$144.57	



2216000209298003009043482810000001445700000014457 7

0043633 01 A B 0,491 **AUTO T 7 0 7362 9-118-210988 -C01-P43676-112
 EQUITY AVG, LLC
 388 12TH AVE
 SAN FRANCISCO CA 94118-2109

12216R44



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



065-4416197-2216-8

0043633-0000001-000436



INVOICE

343
30 2072

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

20-92976-33009
EQUITY AVG, LLC
JUL-AUG-SEP SERVICE
07/01/2022
4099517-2216-7

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

\$144.57

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
138.39		(138.39)		0.00		144.57		144.57

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) -----

WM
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 <i>(Include with your payment)</i>
07/01/2022	4099517-2216-7	20-92976-33009
Payment Terms	Total Due	Amount
Due Upon Receipt	\$144.57	



2216000209297633009040995170000001445700000014457 5

0043521 01 A0 0 461 **AUTO T6 0 7100 94138-210985 C01-P43564-112
EQUITY AVG, LLC
388 12TH AVE
SAN FRANCISCO CA 94118-2109

I221GR06



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

THINK GREEN!



065-4416196-2216-0




INVOICE

343
MTH QTR 2022

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

20-92976-33009
EQUITY AVG, LLC
OCT-NOV-DEC SERVICE
10/01/2022
4214879-2216-1

How to Contact Us	Your Payment is Due	Your Total Due
<p>Visit wm.com/MyWM</p> <p>Create a My WM profile for easy access to your pickup schedule, service alerts and online tools for billing and more. Have a question? Check our support center or start a chat.</p>  <p>Customer Services (510) 613-8710</p>	<p>Due Upon Receipt</p> <p>Payment 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.</p>	<p>\$144.57</p>

Previous Balance	Payments	Adjustments	Current Invoice Charges	Total Account Balance Due
144.57	(144.57)	0.00	144.57	144.57

IMPORTANT MESSAGES

Notice to California Residents: We collect personal information in conjunction with accounts and personal information under California law. To learn more about your rights, visit www.wm.com/privacy. The WM office is temporarily closed for the safety of our employees. WASTE MANAGEMENT OBSERVED. Service will be resumed as soon as possible.

DATE 10/4/22 1251
11-81663210
CHECK IMAGE

EQUITY AVG LLC (SOMERSET)
16521 ACADEMIA DR
ENCINO, CA 94136

PAY TO THE ORDER OF WM Corp. \$ 144.57
one hundred forty four 57/100 DOLLARS

FIRST REPUBLIC BANK
111 Pine Street
San Francisco, CA 94111
FOR 20-92976-33009

11001251 13210816690 8000760606710

20-92976-33009

Due Upon Receipt Total Due \$144.57 Amount

2216000209297633009042148790000001445700000014457 9

0941773 01 A3 0 491 **ALTO T9.0 2220 94118-2109RB-C01-P41814-11 34
EQUITY AVG, LLC
388 12TH AVE
SAN FRANCISCO CA 94118-2109



Remit To: WM CORPORATE SERVICES, INC.
AS PAYMENT AGENT
PO BOX 641008
LOS ANGELES, CA 90064-1008





345 INVOICE

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

20-92983-43008
EQUITY AVG, LLC
JAN-FEB-MAR SERVICE
01/01/2022
3859861-2216-1

1/11/22 2022

How To Contact Us	Your Payment Is Due	Your Total Due
<p>Visit wm.com</p> <p>To setup your online profile, sign up for paperless statements, manage your account, view holiday schedules, pay your invoice or schedule a pickup</p> <p>Customer Service: (510) 613-8710</p>	<p>Due Upon Receipt</p> <p>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.</p>	<p>\$138.39</p>

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
138.39		(138.39)		0.00		138.39		138.39

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.

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.

Place date and send the invoice with payment to the address on the back

EQUITY AVG LLC (SOMERSET)
18521 ACADEMIA DR
ENCINO, CA 94138

1194
11-105 9210 93
DATE 1/11/22

PAY TO THE ORDER OF Waste Management \$ 138.39
one hundred thirty eight 39/100 DOLLARS

FOR 20-92983-43008 # 345
Dean Rael

FIRST REPUBLIC BANK
11000 17th St
San Francisco, CA 94103

POC 1 454 11 63 2105 428 50 8000 7 10606 711



INVOICE

345
2022

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

20-92983-43008
EQUITY AVG, LLC
APR-MAY-JUN SERVICE
04/01/2022
3969821-2216-2

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

\$138.39

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
138.39		(138.39)		0.00		138.39		138.39

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)



Invoice Date	Invoice Number	Customer ID <small>(Include with your payment)</small>
04/01/2022	3969821-2216-2	20-92983-43008

EQUITY AVG, LLC
(SOMERSET)
16521 ACADEMIA DR
ENCINO, CA 94138

1207
11-8166/2210
\$5
DUPLICATE

DATE 4/4/22

PAY TO THE ORDER OF WM Corp. Services, Inc. \$ 138.39
one hundred thirty eight 39/100 DOLLARS

FIRST REPUBLIC BANK
Private Banking San Francisco
111 Pine Street
San Francisco, CA 94111
FOR 3969821-2216-2 # 345

John Boal

⑈006207⑈ 15321088669⑈ 80007406067⑈



INVOICE

3415
3-10-2022

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

20-92983-43008
EQUITY AVG, LLC
JUL-AUG-SEP SERVICE
07/01/2022
4099519-2216-3

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

Payment 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

\$144.57

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
138.39		(138.39)		0.00		144.57		144.57

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 this lower portion with payment --- (no cash or staples) ---

WM
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 <i>(Includes with your Payment)</i>
07/01/2022	4099519-2216-3	20-92983-43008
Payment Terms Due Upon Receipt	Total Due \$144.57	Amount



2216000209298343008040995190000001445700000014457 2

0043522 01 A0 0.461 **AUTO T6 0 7100 94118-210988 -C01-M3365112 12216R06

EQUITY AVG, LLC
388 12TH AVE
SAN FRANCISCO CA 94118-2109



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

THINK GREEN:



065-4446198-2216-6




345
347
470811 2022

INVOICE

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

20-92983-43008
EQUITY AVG, LLC
OCT-NOV-DEC SERVICE
10/01/2022
4214881-2216-7

How to Contact Us	Your Payment is Due	Your Total Due
<p>Visit wm.com/MyWM</p> <p>Create a My WM profile for easy access to your pickup schedule, service alerts and online tools for billing and more. Have a question? Check our support center or start a chat.</p>  <p>Customer Service: (510) 613-8710</p>	<p>Due Upon Receipt</p> <p>Paynt 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.</p>	<p>\$144.57</p>

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
144.57		(144.57)		0.00		144.57		144.57

IMPORTANT MESSAGE

EQUITY AVG, LLC (SOMERSET)
18521 ACADEMIA DR
ENCINO, CA 94138

DATE: 10/4/22

PAY TO THE ORDER OF: WM Corp. \$ 144.57

one hundred forty four 57/100 DOLLARS

FIRST REPUBLIC BANK
111 Pine Street
San Francisco, CA 94111

FOR: 20-92983-43008

1100125211 33210815591 8000710606711

WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.
172 88TH AVENUE
OAKLAND, CA 94603
(510) 613-8710
(510) 562-2854 FAX
CALOAKLAND@WM.COM

10/01/2022	4214881-2216-7	20-92983-43008
Payment Terms Due Upon Receipt	Total Due \$144.57	Amount

2216000209298343008042148810000001445700000014457 6

0041772 01.00.0.491 **ALIFG T9 0 7270 94118-210986 C01-P41813-11 34 12216R23

EQUITY AVG, LLC
388 12TH AVE
SAN FRANCISCO CA 94118-2109

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



INVOICE

347
12/31/2022

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

20-92980-03009
EQUITY AVG, LLC
JAN-FEB-MAR SERVICE
01/01/2022
3859860-2216-3

How To Contact Us	Your Payment Is Due	Your Total Due
<p>Visit wm.com</p> <p>To setup your online profile, sign up for paperless statements, manage your account, view holiday schedules, pay your invoice or schedule a pickup</p> <p>Customer Service: (510) 613-8710</p>	<p>Due Upon Receipt</p> <p>Paymt 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.</p>	<p>\$138.39</p>

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
138.39		(138.39)		0.00		138.39		138.39

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.

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.

EQUITY AVG LLC (SOMERSET) 18521 ACADEMIA DR ENCINO, CA 94136		1193 11/11/22 CHECK # 45808
PAY TO THE ORDER OF <u>Waste Management</u>	<u>One hundred thirty eight 39/100</u>	\$ <u>138.39</u> DOLLARS
FIRST REPUBLIC BANK # 347 FOR <u>20-92980-03009</u>	<u>Dean Bae</u>	

⑈006193⑈ 18321081569⑈ 80007606067⑈



INVOICE

*347
2022*

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

20-92980-03009
EQUITY AVG, LLC
APR-MAY-JUN SERVICE
04/01/2022
3969820-2216-4

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

\$138.39

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
138.39		(138.39)		0.00		138.39		138.39

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)

WM	Invoice Date	Invoice Number	Customer ID <i>(Include with your payment)</i>
EQUITY AVG LLC (SOMERSET) 16521 ACADEMIA DR ENCINO, CA 94136	DATE <u>4/4/22</u>		20-92980-03009
PAY TO THE ORDER OF <u>WM Corp Services, Inc</u>		\$ <u>138.39</u>	1208
<u>one hundred thirty eight 39/100</u>		DOLLARS	11-8156/3210 35
FOR <u>3969820-2216-4</u>	<u># 347</u>	<u>Sean Boal</u>	

First Republic Bank
111 Pine Street
San Francisco, CA 94111
1-800-422-0222 Customer Care

⑈001208⑈ ⑆321081669⑆ 80007106067⑈




INVOICE

347
3rd Nov 2022

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

20-92980-03009
EQUITY AVG, LLC
JUL-AUG-SEP SERVICE
07/01/2022
4099518-2216-5

How To Contact Us	Your Payment is Due	Your Total Due
<p>Visit wm.com</p> <p>To setup your online profile, sign up for paperless statements, manage your account, view holiday schedules, pay your invoice or schedule a pickup</p>  <p>Customer Service: (510) 613-8710</p>	<p>Due Upon Receipt</p> <p>Paymt 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.</p>	<p>\$144.57</p>

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
138.39		(138.39)		0.00		144.57		144.57

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 <i>(Include with your payment)</i>
07/01/2022	4099518-2216-5	20-92980-03009
Payment Terms	Total Due	Amount
Due Upon Receipt	\$144.57	

2216000209298003009040995180000001445700000014457 3

0045519 01A8 0.461 **AUTO T6 0 7180 94118-210918 -C01-N3562-112
EQUITY AVG, LLC
388 12TH AVE
SAN FRANCISCO CA 94118-2109

12216R06



Remit To:

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

THINK GREEN:



085-4446197-2216-5

DETAILS OF SERVICE				
Details for Service Location: Llc, Equity Avg., 347 Somerset Rd, Piedmont CA 94611-3338			Customer ID: 20-92980-03009	
Description	Date	Ticket	Quantity	Amount
AVAILABLE BULKY DAVIS ST XFR	07/01/22		4.00	0.00
Available Bulky Yards Per	07/01/22		4.00	0.00
64 Gallon Cart Service - Organics	07/01/22		1.00	0.00
20 Gallon Toter	07/01/22		1.00	144.57
Total Current Charges				144.57

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 866-964-2739.
- Mail it**
Write it, stuff it, stamp it, mail it. Envelope provided.

HOW TO READ YOUR INVOICE

Visit wm.com

For more information, please visit our website. We have a mobile app for your smartphone or tablet. Download it now!

Customer Service: 866-964-2739

Invoice Date
August 19, 2017

Invoice Period
07/01/2017 to 07/31/2017

Your Total Due
\$124.73

If paying by check, send it to:
06719, 2017, CA 94618

See amount for invoice language.

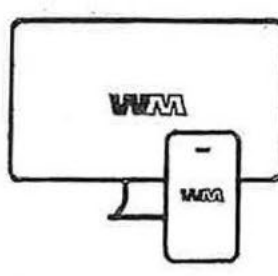
17	197.17	0.00	124.73	124.73
----	--------	------	--------	--------

Check for Service Location: 311 Ardham Rd, San Jose, CA 95128

Customer ID: 20-92980-03009
PO Number: 12683

Category	Date	Item	Quantity	Amount
07/01/22	07/01/22	07/01/22	4.00	0.00
07/01/22	07/01/22	07/01/22	4.00	0.00
07/01/22	07/01/22	07/01/22	1.00	0.00
07/01/22	07/01/22	07/01/22	1.00	144.57
Total Current Charges				144.57


- 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

Scan to enroll in AutoPay & Paperless Billing, manage your services, view your pick up schedule and see your pick up ETA, all in one place.

Scan the QR code to get started today!



Visit wm.com/MyWM

Check Here to Change Contact Info

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

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 WM to pay my invoice by electronically deducting money from my bank account. I can cancel authorization by notifying WM 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	
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 BNCP@ruptcy.com or PO Box 43790 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)

03/15/17 000000-0006450




INVOICE

347
7TH QTR 2022

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

20-92980-03009
EQUITY AVG, LLC
OCT-NOV-DEC SERVICE
10/01/2022
4214880-2216-9

<p>How to Contact Us</p> <p>Visit wm.com/MyWM</p> <p>Create a My WM profile for easy access to your pickup schedule, service alerts and online tools for billing and more. Have a question? Check our support center or start a chat.</p>  <p>Customer Service: (510) 613-8710</p>	<p>Your Payment is Due</p> <p>Due Upon Receipt</p> <p>Pytm 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.</p>	<p>Your Total Due</p> <p>\$144.57</p>
--	---	---

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
144.57		(144.57)		0.00		144.57		144.57

EQUITY AVG LLC (SOMERSET)
16521 ACADEMIA DR
ENGINO, CA 94138

1250
11-8166/2210
SS

DATE 10/4/22

PAY TO THE ORDER OF

WM Corp.

\$ 144.57

one hundred forty four and 00/100

DOLLARS

FIRST REPUBLIC BANK
Private Banking San Francisco
111 First Street
San Francisco, CA 94105
P. 415.434.2000

FOR 20-92980-03009

⑈001250⑈ ⑆321081669⑆ ⑆80007106067⑈



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	(Includes with your payment)
10/01/2022	4214880-2216-9	20-92980-03009
Payment Terms	Total Due	Amount
Due Upon Receipt	\$144.57	



221600020727800300904214880000001445700000014457 ?

004177501A80491 **AUTO TO 0 727094118-210986-C01-P41816-1131
EQUITY AVG, LLC
388 12TH AVE
SAN FRANCISCO CA 94118-2109

(2216823)



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

Printed on recycled paper

004177501A80491-2216-9

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE
City of Oakland Rent Adjustment Program
Case Number: T22-0124

I, Quitania Brooks, declare that:

I am employed in the County of San Francisco, State of California. I am over the age of 18 and am not a party to this action. My business address is 601 Montgomery Street, Suite 400, San Francisco, California 94111.

On June 2, 2023, I served:

APPEAL

in said cause addressed as follows:

Kevin Benfield and
Lisa Sonriya
341 Somerset Road
Oakland, CA 94611

/XX/ (BY MAIL) By placing a true copy thereof enclosed in a sealed envelope. I placed each such sealed envelope, with postage thereon fully prepaid for first-class mail, for collection and mailing at San Francisco, California, following ordinary business practices.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on June 2, 2023, at San Francisco, California.



QUITANIA BROOKS



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

For Rent Adjustment Program date stamp.

APPEAL

Appellant's Name Kevin Benafield & Lisa Souriya	<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant
Property Address (Include Unit Number) 341 Somerset Road, Oakland, CA, 94611	
Appellant's Mailing Address (For receipt of notices) 341 Somerset Road Oakland, CA 94611	Case Number T22-0124
	Date of Decision appealed May 11, 2023
Name of Representative (if any)	Representative's Mailing Address (For notices)

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

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

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

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

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

Supporting documents (in addition to this form) must *not* exceed 25 pages, and must be received by the Rent Adjustment Program, along with a proof of service on the opposing party, within 15 days of the filing of this document. Only the first 25 pages of submissions from each party will be considered by the Board, subject to Regulations 8.22.010(A)(4). Please number attached pages consecutively. Number of pages attached: 12.

- You must serve a copy of your appeal on the opposing parties, or your appeal may be dismissed. •
- I declare under penalty of perjury under the laws of the State of California that on June 6, _____, 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	Steve Bach Bayview Real Estate Svc., Inc.
Address	388-12th Ave.
City, State Zip	San Francisco, CA 94118
Emailed to: sbach1234@aol.com	
Name	Owner Equity Avg., LLC
Address	16521 Academia Drive
City, State Zip	Encino, CA Emailed to: danhaka@gmail.com

	June 6, 2023
---	--------------

SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE

DATE

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

Supporting documents (in addition to this form) must **not** exceed 25 pages, and must be received by the Rent Adjustment Program, along with a proof of service on the opposing party, within 15 days of the filing of this document. Only the first 25 pages of submissions from each party will be considered by the Board, subject to Regulations 8.22.010(A)(4). Please number attached pages consecutively. Number of pages attached: 12.

• You must serve a copy of your appeal on the opposing parties, or your appeal may be dismissed. •
 I declare under penalty of perjury under the laws of the State of California that on June 6, 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	Andrew R. Catterall Zacks & Patterson, PC
Address	601 Montgomery Street, Suite 400
City, State Zip	San Francisco, CA 94111
Name	
Address	
City, State Zip	

	June 6, 2023
---	--------------

SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE

DATE

IMPORTANT INFORMATION:

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

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

City of Oakland
RENT BOARD APPEAL
Case Number T22-0124

Explanation

2h) Other

The purpose of our letter is to respond to the Respondent's appeal. First of all, Hearing Officer Brian Brophy clearly and unequivocally made the right decision in his May 11, 2023 decision. Mr. Brophy examined both testimonies and examined all empirical evidence.

Per Hearing Officer Brian Brophy's May 11, 2023 decision which states in part, "2. Respondent cannot charge Petitioners for past, current, or future collection bills. Any money collected by Respondent from Petitioners for garbage collection in 2022 must be returned to Petitioner by February 28, 2022."

We(Petitioners) agree with Mr. Brophy's decision. The Respondent is responsible to refund all garbage fees that we(Petitioners) paid to date(See Exhibit 1, copies of canceled checks). Therefore, we(Petitioners) expect a swift and final decision on this lengthy matter once and for all. As previously stated , this is an example of an owner buying an apartment complex and forgetting about their financial responsibility. If there is anything else we can do or provide in the future, please feel free to contact us at (510) 610-9778(Lisa) or (510) 856-7701(Kevin). Otherwise, please consider this case closed and reimburse all garbage fees paid by us immediately.

Sincerely,

Kevin Benafield



Lisa Souriya



City of Oakland Rent Board Appeal
Case No. T122-0124

Tab	Description
1	Copies of Letters to Steve Bach RE Rent & Waste Management Payments & Copies of Canceled Checks of Waste Management Payments

1

December 1, 2022

SENT VIA UNITED STATES POSTAL SERVICE

USPS PRIORITY MAIL TRACKING NUMBER: 9114.9012 3080 3809 0718 20

Steve Bach
Bayview Real Estate Svc., Inc.
388-12th Ave.
San Francisco, CA 94118

Email: sbach1234@aol.com

Dear Mr. Bach,

Enclosed is the original United States Postal Service's envelope we sent you for the Waste Management Bill Reimbursements for January 2022 to September 2022. It was returned to us because your office failed to pick up the envelope at the United States Postal Service's office after delivery attempts were made at your office. Also, enclosed is check number 127 in the amount of \$1,455.89 for rent for December 2022. In the future, please let us know if there is a better address where you receive mail.

Please send us payment receipts for the Waste Management Bill Reimbursements for January 2022 to September 2022 and payment for rent for December 2022 at:

Kevin Benafield & Lisa Souriya
341 Somerset Road
Oakland, CA 94611

Thank you,

Kevin Benafield.

Lisa Souriya

CC: Daniel Hakakha
Email: danhaka@gmail.com

July 15, 2022

VIA CERTIFIED MAIL TRACKING NUMBER: 7019 2280 0001 3608 5273

Steve Bach
Bayview Real Estate Svc., Inc.
388-12th Ave.
San Francisco, CA 94118

Dear Mr. Bach,

I have enclosed check number 121 in the amount of \$421.35 for payment for Waste Management garbage bills January 2022-September 2022. Please send me a payment receipt at:

Lisa Souriya
341 Somerset Road
Oakland, CA 94611

Thank you,

Lisa Souriya



FIRST REPUBLIC

12/13/2022 10:03 AM

ATM Rebate Checking

#4510

LISA SOURIYA
341 SOMERSET RD
PIEDMONT, CA 94811

121

July 15, 2022 DATE

PAY TO THE ORDER OF Equity Avg, LLC \$ 421.35

Ten Hundred and Twenty One Dollars and DOLLARS

FIRST REPUBLIC BANK Hindry Jewel Center

161 Pine Street
San Francisco, CA 94111
OR 800-452-2424 Customer Care

Waste Management Garbage Bill For January 2022 - September 2022
FOR PLEASE send me payment receipt
VIA CERTIFIED MAIL TRACKING # 7019 2020 0001 3608 2773 Lisa Souriya

First Republic Bank
>821081668<

12122022

12002000176450

Category: Check

Online Description: Check #121

Statement Description: CHECK# 121 CHECK

Date: 12/12/2022

Type: Debit

Amount: -421.35

Check Number: 121

October 29, 2022

Steve Bach
Bayview Real Estate Svc., Inc.
388-12th Ave.
San Francisco, CA 94118

Dear Mr. Bach,

I have enclosed check number 126 in the amount of \$1,600.46 for payment for rent for November 2022(\$1,455.89) and September-December 2022 Waste Management Bill Reimbursement(\$144.57).

Please send me a payment receipt at:

Lisa Souriya
341 Somerset Road
Oakland, CA 94611

Thank you,





FIRST REPUBLIC

11/10/2022 9:06 AM

ATM Rebate Checking

#4510

126

LISA SURIYA
341 SOMERSET RD
PIEDMONT, CA 94611

October 29, 2022
DATE

PAY TO THE ORDER OF: Equity Avg, LLC \$ 4,600.46

One thousand Six hundred Dollars DOLLARS

FIRST REPUBLIC BANK And forty Six Cents

101 First Street
San Francisco, CA 94111
PA 888-888-8888

FOR: Rent For November 2022 - 4,455.89 Fixed Savings
& September - December 2022 Waste Management Bill Reimbursement
144.57

First Republic Bank
>321081888<

11082022

12002000167770

Category: Check

Online Description: Check #126

Statement Description: CHECK# 126 CHECK

Date: 11/9/2022

Type: Debit

Amount: -1600.46

Check Number: 126



MEMORANDUM

Date: July 11, 2023
To: Members of the Housing, Rent Residential & Relocation Board (HRRRB)
From: Kent Qian, Deputy City Attorney
Re: Appeal Recommendation in T23-0011, Rattanamongkhoun v. Fong
Appeal Hearing Date: July 13, 2023

Property Address: 567 Oakland Avenue, Oakland, CA

BACKGROUND

Tenants filed a petition on January 22, 2023 contesting two rent increases. The tenant checked the US mail box on proof of service and attached a certified mail receipt to the petition. On February 28, 2023, RAP sent a notice of incomplete petition that asked the tenant to provide proof of service and notice to property owner of the petition.

RULING ON THE CASE

The hearing officer dismissed the petition on the basis that the petition was served by certified mail and the ordinance does not authorize service by certified mail.

GROUND FOR APPEAL

The owner appealed the decision, arguing that the proof of service was emailed to RAP in response to the notice of incomplete decision.

ISSUES

1. Is hearing officer's decision to dismiss the petition on the basis that the petition was served by certified mail correct?

APPLICABLE LAW AND PAST BOARD DECISIONS

I. Service of Petition

In order to file a petition, a tenant must provide “[p]roof of service by first-class mail or in person of the tenant petition or response and any supporting documents on the opposing party . . .” OMC 8.22.090.A.4.e.

RECOMMENDED OUTCOME

The Office of the City Attorney recommends that the Hearing Officer’s decision to be upheld. The tenant’s petition indicates that the petition was served by certified mail and not first class mail, and the ordinance does not authorize service by certified mail.



MEMORANDUM

Date: July 10, 2023
To: Members of the Housing, Rent Residential & Relocation Board (HRRRB)
From: Kent Qian, Deputy City Attorney
Re: Appeal Recommendation in L23-0001, Ruelas v. Tenants
Appeal Hearing Date: July 13, 2023

Property Address: 2900, 2902, 2906, 2908, and 2910 Birdsall Avenue,
Oakland, CA 94621

BACKGROUND

The owner filed a petition for a capital improvement increase. Three hearings were held on March 13, April 3, and April 17, 2023.

RULING ON THE CASE

On May 16, 2023, the Hearing Officer issued a Hearing Decision dismissing the case on the basis that the RAP notices served on units 2900 and 2908 were defective because the RAP notices were first served on those units after September 20, 2016, and the owner failed to show that the RAP notices were served in the three languages (English, Spanish, and Chinese) required by the ordinance.

GROUND FOR APPEAL

On April, 2023, the owner filed an appeal of the Hearing Decision. The owner argues that:

1. The hearing officer should not have dismissed the petition as to all units if only two units received defective RAP notices.
2. With respect to the tenant in unit 2908, the tenant moved in before September 21, 2016, and the ordinance requiring RAP notices in three languages does

not apply to pre-existing tenancies, even if the first RAP notice was served after that date.

3. With respect to the tenant in unit 2900, the owner substantially complied with the ordinance by providing RAP notice in English.

ISSUES

1. Did the hearing decision supported by substantial evidence that units 2900 and 2908 did not receive RAP notices in all three languages?
2. Was the hearing officer's decision correct that owner's failure to prove receipt of RAP notice in all three languages 2900 and 2908 renders the entire petition fatally defective?

APPLICABLE LAW AND PAST BOARD DECISIONS

I. Owner Filing Requirements

In order to file a response to a tenant petition or file a petition seeking a rent increase, an owner must submit the following: evidence of possession of a current business license, evidence of payment of the RAP fee, evidence of service of the RAP notice on covered units, a completed response form, documentation supporting the owner's claim of exemption or justification for the rent increase, and proof of service of the response on the tenant. OMC 8.22.090B.

II. Service of RAP Notice

Owners are required to serve tenants with a copy of the RAP Notice at the beginning of the tenancy and together with any rent increase. O.M.C. 8.22.060, 8.22.070H, In order to file a petition, an owner must present evidence of service of the RAP notice on "the tenant in each affected covered unit in the building prior to the petition being filed." OMC 8.22.090B.1.c.1.

III. RAP Notice in Three Languages

Owners must give the initial RAP notice in three languages: English, Spanish, and Chinese. OMC 8.22.060.A.2. If an owner fails to submit the evidence of giving RAP notice, "then the owner's petition or response to a tenant's petition must be dismissed." OMC 8.22.060.B.

The requirement to provide notice in three languages only applies to new tenancies that commenced on or after that date. Reg 8.22.060.A.1. Until September 21, 2017, no owner will be denied a rent increase for failing to provide the notice in the required languages, unless the tenant is proficient in one of the non-English languages and is not proficient in English or if the owner negotiated the agreement in Spanish or Chinese and failed to give the notice in that language. Reg 8.22.060.A.3.

RECOMMENDED OUTCOME

The Office of the City Attorney recommends that the Hearing Officer's decision dismissing the petition be upheld. Substantial evidence supports the hearing officer's decision that at least the tenant in unit 2900 commenced the tenancy after September 20, 2016 and was not served a RAP notice in all three languages as required by the ordinance for tenancies.

Reg 8.22.060.A.3 applied penalties immediately for failing to provide translated notices to limited English proficiency tenants still gave only a one-year grace period for owners to avoid penalties to provide all tenants with the RAP notice in all three languages. This one-year grace period and lack of one after September 2017 indicate that the Rent Board intend owners to strictly comply with the requirement to provide RAP notices in all three languages after September 2017.



MEMORANDUM

Date: July 11, 2023
To: Members of the Housing, Rent Residential & Relocation Board (HRRRB)
From: Kent Qian, Deputy City Attorney
Re: Appeal Recommendation in T22-0124, Benafield v. Equity Avg LLC
Appeal Hearing Date: July 13, 2023

Property Address: 31 Somerset Road, Oakland, CA

BACKGROUND

Tenants filed a petition alleging an unlawful rent increase from \$1,429 to \$1,753, which they later clarified that the challenge was to an invoice they received from the owner stating that the tenants owed \$1,753 for garbage collection from the beginning of 2019 through March 2022. They also alleged decreased housing services.

RULING ON THE CASE

The hearing decision ruled that the garbage collection charges violated Rent Adjustment Program Regulations Appendix A, section 10.1.10's prohibition on splitting utilities. The hearing officer also found that the tenants were owed restitution and were entitled to ongoing rent decreases due to discontinued housekeeping and for lighting problems.

FIRST APPEAL

The owner appealed the decision, arguing that:

- (1) The waste management bills were charged separately for each unit and attaches new evidence with quarterly bills for each unit;
- (2) Because the waste management bills were addressed to the owner, the hearing officer assumed that the bills were divided while in fact waste management was individually billed by unit.

The Board remanded the decision back to the hearing officer to identify what evidence in the record was relied on to support the finding that the waste management was a split utility.

REMAND DECISION

The hearing officer affirmed the earlier ruling that the waste management was a split utility based on the record in the initial hearing. The hearing officer primarily relied on the history of the ledgers that the tenant received and the fact that no waste management bills were actually submitted into evidence.

CURRENT APPEAL

The owner again appealed the decision, arguing that:

- (1) Substantial evidence does not support the hearing officer's finding that the waste management bill was split.
- (2) Landlord were never put on notice of the split utilities claim in the petition because the tenant's petition only claimed that they were back billed for past waste management.

ISSUES

1. Does substantial evidence support the hearing officer's conclusion that charging for garbage collection violated the prohibition on splitting utilities?

APPLICABLE LAW AND PAST BOARD DECISIONS

I. Decreased Housing Services Claim – Splitting Utility Bills

T17-0575 *Titcomb v. Vineyard-Ide*

Board affirmed Hearing Decision where the decision granted restitution for the tenant's payments towards garbage (which the owner was responsible for per the lease) and water bills (that were not separately metered and amounted to "splitting utilities" in violation of the Ordinance).

T16-0037 *Tabet v. Siu*

Board panel affirmed Hearing Decision that owner cannot transfer water bill to the tenant even though the lease provision stated that the tenant was responsible for water bill due to a shared meter. Although the owner subsequently installed a separate water meter, he was not allowed to enforce the lease provision because the lease provision was an illegal provision at the time it was made.

RECOMMENDED OUTCOME

The office of the City Attorney recommends that the Board remand Hearing Officer's decision only with respect to the waste management bill to accept the owner's waste management bills into evidence, with a hearing to be held if necessary. Here, the evidence in the record does not clearly support the hearing officer's conclusion that the waste management bill was split, and the owner's new evidence would help explain the precise nature of the waste management billing.

Allowing the waste management bills to be submitted as late evidence may be properly considered late filing for good cause since the owner may not have known that split utilities was an issue in the case when the petition mentioned back billing of waste management but not precisely split utilities.