

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

**January 10, 2019
7:00 P.M.**

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

AGENDA

1. CALL TO ORDER
2. ROLL CALL
3. CONSENT ITEMS
 - i. Approval of Minutes
 - a. December 13, 2018
4. OPEN FORUM
5. NEW BUSINESS
 - A. Appeal Hearings in:
 - i. L17-0083, Abidi v. Tenants
 - ii. L17-0018, Ghahyaz v. Tenants
 - iii. T17-0421, Nanos v. Jerez
6. SCHEDULING AND REPORTS
 - 1) Report regarding filling Board vacancies, process for removal of board members, and current composition of the board
7. ADJOURNMENT

Accessibility. This meeting location is wheelchair accessible. To request disability-related accommodations or to request an ASL, Cantonese, Mandarin or Spanish interpreter, please email sshannon@oaklandnet.com or call (510) 238-3715 or California relay service at 711 at least five working days before the meeting. Please refrain from wearing scented products to this meeting as a

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2019 JAN - 3 AM 10:01

courtesy to attendees with chemical sensitivities.

Esta reunión es accesible para sillas de ruedas. 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 sshannon@oaklandnet.com o llame al (510) 238-3715 o 711 por lo menos cinco días hábiles antes de la reunión. Se le pide de favor que no use perfumes a esta reunión como cortesía para los que tienen sensibilidad a los productos químicos. Gracias.

會場有適合輪椅出入設施。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 sshannon@oaklandnet.com 或致電 (510) 238-3715 或 711 California relay service。請避免塗搽香氛產品。參加者可能對化學成分敏感。

Service Animals/Emotional Support Animals: The City of Oakland Rent Adjustment Program is committed to providing full access to qualified persons with disabilities who use service animals or emotional support animals.

If your service animal lacks visual evidence that it is a service animal (presence of an apparel item, apparatus, etc.), then please be prepared to reasonably establish that the animal does, in fact, perform a function or task that you cannot otherwise perform.

If you will be accompanied by an emotional support animal, then you must provide documentation on letterhead from a licensed mental health professional, not more than one year old, stating that you have a mental health-related disability, that having the animal accompany you is necessary to your mental health or treatment, and that you are under his or her professional care.

Service animals and emotional support animals must be trained to behave properly in public. An animal that behaves in an unreasonably disruptive or aggressive manner (barks, growls, bites, jumps, urinates or defecates, etc.) will be removed.

CITY OF OAKLAND

HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD MEETING

December 13, 2018

7:00 p.m.

City Hall, Hearing Room #1

One Frank H. Ogawa Plaza, Oakland, CA

MINUTES

1. CALL TO ORDER

The HRRRB was called to order at 7:04 p.m. by Board Chair Jessie Warner

2. ROLL CALL

MEMBER	STATUS	PRESENT	ABSENT	EXCUSED
D. Mesaros	Tenant			X
T. Hall	Tenant Alt.	X		
Ed Lai	Homeowner Alt.	X		
R. Stone	Homeowner	X		
M. Cook	Homeowner			X
J. Warner	Homeowner	X		
K. Blackburn.	Homeowner Alt.			X
K. Friedman	Landlord	X		
B. Scott	Landlord Alt.	X		

Staff Present

Kent Qian Deputy City Attorney
Maimoona Ahmad Hearing Officer

2019 JAN -3 AM 10:01

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3. CONSENT ITEMS

a. Board Minutes for Approval, November 29, 2018

J. Warner requested that the minutes be changed by removing the sentence "The Board discussed the character of the lease, which had expired from a one year lease to month to month tenancy, that a lease cannot be orally amended but this does not apply to a term of less than one year, which constituted a defacto amendment of the lease" on Bate Stamp 4 and replacing it with "After discussion by the Board". R. Stone also requested to remove the sentence "The Board distinguished this case because there was no net addition of new units, simply a

one for one replacement" on Bate Stamp 5. E. Lai moved to approve the minutes with the requested changes. R. Stone seconded. The Board voted as follows:

Aye: B. Scott, T. Hall, R. Stone, J. Warner, K. Friedman, E. Lai
Nay: 0
Abstain: 0

The motion was approved by consensus.

b. Board Panel Minutes for Review, November 15, 2018

The Board reviewed the minutes from the November 15, 2018 panel meeting.

4. OPEN FORUM

None

5. NEW BUSINESS

a. Appeal Hearings in:

i. L17-0073, Hoang v. Tenants

Appearances: No appearance by Owner Appellant

The owner appellant did not appear at the hearing. J. Warner moved to dismiss the appeal pending a showing of good cause. K. Friedman objected, requesting that the dismissal be withheld until later in the meeting. J. Warner renewed her motion to dismiss. B. Scott seconded. The Board voted as follows:

Aye: B. Scott, T. Hall, R. Stone, J. Warner, E. Lai
Nay: K. Friedman
Abstain: 0

The motion carried.

ii. T17-0274, Peters v. Sullivan Mgmt. Co.

Appearances: David Martin, Owner Representative
Ben Peters, Tenant

The owner appealed the hearing decision, which invalidated a rent increase and granted restitution for decreased housing services. The hearing

decision did not address the issue of exemption for a single-family residence because the owner failed to appear at the hearing.

The owner representative argued that the owner did not realize he had to appear for the hearing because the tenant had moved out and the owner believed the matter had been resolved. The owner representative requested that the case go back to the hearing officer and be decided on the merits.

After arguments made by the parties, questions and Board discussion, B. Scott moved to affirm the hearing decision. R. Stone seconded, adding that a professional management company cannot claim ignorance of the process. The Board voted as follows:

Aye:	B. Scott, T. Hall, R. Stone, J. Warner, K. Friedman, E. Lai
Nay:	0
Abstain:	0

The motion was approved by consensus.

iii. T17-0201, Shannon v. Bowman
T17-0202, Johnson v. Bowman
T17-0282, Warwick v. Bowman

Appearances: James Vann, Tenant Representative
Brian Warwick, Tenant
Robert Heil, Owner

The owner appealed the hearing decision, which denied rent increases based on capital improvements because the owner did not provide a finalized permit for the capital improvements project.

The owner argued that the capital improvements project was physically completed and paid for, and therefore the rent increases based on the capital improvements should have been granted. He stated that there was a delay in obtaining the finalized permit due to a new regulation issued by the planning department, which required a sewer lateral test for all projects over a \$100,000.00, but this sewer lateral work was unrelated to the capital improvements being claimed.

The tenant representative argued that a finalized permit provides a uniform and transparent process of determining when a construction project is complete and it ensures the safety of all occupants. In addition, he argued that the Rent Adjustment Program has relied on a finalized permit for determining completion of construction for over 38 years.

After arguments made by the parties, questions and an in-depth Board discussion of the issues, B. Scott moved to affirm the hearing decision without prejudice to the owner to file a new petition for the same capital improvements. J. Warner seconded. The Board voted as follows:

Aye: B. Scott, T. Hall, R. Stone, J. Warner, K. Friedman, E. Lai
Nay: 0
Abstain: 0

The motion was approved by consensus.

6. SCHEDULING & REPORTS

a. The city attorney provided an update on the last city council meeting, where council ratified the vote on Measure Y, and he summarized the details of measure Y. He stated that council will discuss mandatory soft story retrofit for residential buildings at the next council meeting, and he summarized the impact this may have for the Rent Program.

b. The Board discussed the need for a standing policy committee responsible for making policy and procedure recommendations as well as proposing new regulations. The Board agreed to a 3 member standing policy committee. After Board discussion J. Warner moved to reconvene a standing policy committee and directed staff to solicit volunteers from the fully appointed members, both alternates and regular board members, to serve on the reconvened committee. The membership would consist of one neutral member, one tenant representative and one landlord representative, to be selected at the next regular meeting. K. Friedman seconded. The Board voted as follows:

Aye: B. Scott, T. Hall, R. Stone, J. Warner, K. Friedman, E. Lai
Nay: 0
Abstain: 0

c. J. Warner also requested a report from staff at the next meeting about steps being taken to fill vacancies on the Board, as well as the process in place for the removal of Board members and an update on the current composition of the Board.

7. ADJOURNMENT

The meeting was adjourned by consensus at 9:14 p.m.

CHRONOLOGICAL CASE REPORT

Case Nos.: L17-0083
Case Name: Abidi v. Tenants
Property Address: 4714 – 4716 – 4718 Bond Street, Oakland, CA
Parties: No appearances by Tenants
Keivan Abidi (Property Owner)

OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Owner Petition filed	May 1, 2017
No Tenant Responses filed	
Corrected Hearing Decision issued	February 8, 2018
Owner Appeal filed	March 5, 2018

H7-0083 KM/LM

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

For date stamp.

RECEIVED

MAY 01 2017

RENT ADJUSTMENT PROGRAM
 OAKLAND

LANDLORD PETITION
FOR CERTIFICATE OF EXEMPTION
 (OMC §8.22.030.B)

Please Fill Out This Form Completely As You Can. Failure to provide needed information may result in your petition being rejected or delayed. Attach to this petition copies of the documents that prove your claim. Before completing this petition, please read the Rent Adjustment Ordinance, section 8.22.030. A hearing is required in all cases even if uncontested or irrefutable.

Section 1. Basic Information

Your Name Keivan Abidi		Complete Address (with zip code) 8332 Creekside Drive Dublin CA 94568		Telephone Day: 510-333-3384	
Your Representative's Name		Complete Address (with zip code)		Telephone Day:	
Property Address 4714, 16, 18 Bond Street				Total number of units in bldg or parcel. 3	
Type of units (circle one)	Single Family Residence (SFR)	Condominium	Apartment or Room		
If an SFR or condominium, can the unit be sold and deeded separately from all other units on the property?		Yes	No		

Section 2. Tenants. You must attach a list of the names and addresses, with unit numbers, of all tenants residing in the unit/building you are claiming is exempt.

Section 3. Claim(s) of Exemption: A Certificate of Exemption may be granted **only** for dwelling units that are **permanently** exempt from the Rent Adjustment Ordinance.

New Construction: This may apply to individual units. The unit was newly constructed and a certification of occupancy was issued for it on or after January 1, 1983.

X

Substantial Rehabilitation: This applies only to entire buildings. An owner must have spent a minimum of fifty (50) percent of the average basic cost for new construction for a rehabilitation project. The average basic cost for new construction is determined using tables issued by the Chief Building Inspector applicable for the time period when the Substantial Rehabilitation was completed.

Single-Family or Condominium (Costa-Hawkins): Applies to Single Family Residences and condominiums only. If claiming exemption under the Costa-Hawkins Rental Housing Act (Civ. C. §1954.50, et seq.), please answer the following questions on a separate sheet:

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

I (We) petition for exemption on the following grounds (Check all that apply):

<input type="checkbox"/>	New Construction
<input checked="" type="checkbox"/>	Substantial Rehabilitation
<input type="checkbox"/>	Single Family Residence or Condominium (Costa-Hawkins)

Section 4. Verification Each petitioner must sign this section.

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


Owner's Signature

April 17, 2017
Date

Owner's Signature

Date

Important Information

Burden of Proof The burden of proving and producing evidence for the exemption is on the Owner. A Certificate of Exemption is a final determination of exemption absent fraud or mistake.

File Review Your tenant(s) will be given the opportunity to file a response to this petition within 35 days of notification by the Rent Adjustment Program. You will be sent a copy of the tenant's Response. Copies of attachments to the Response form will not be sent to you. However, you may review any attachments in the Rent Program Office. Files are available for review by appointment only. For an appointment to review a file, call (510) 238-3721. Please allow six weeks from the date of filing for notification processing and expiration of the tenant's response time before scheduling a file review.



GOLDEN CALIFORNIA

T I T L E C O M P A N Y

21988 Foothill Blvd.

Hayward, CA 94541

(510) 582-1660 * FAX (510) 582-8777

GOLDEN CALIFORNIA TITLE COMPANY IS LICENSED BY THE DEPARTMENT OF INSURANCE, STATE OF CALIFORNIA.

COPY

BUYER'S INSTRUCTIONS

ESCROW NO.: 181088-TB & 181110-TB

DATE: July 23, 1997

ESCROW OFFICER: TONY BARBOSA, ESCROW OFFICER

PROPERTY: 4714-4716-4718 BOND STREET, OAKLAND CA 94601 (PARCEL A) and 3514 LIBBY COURT, OAKLAND, CA 94619 (PARCEL B)

The undersigned hand you the following documents, loan papers showing terms and conditions, funds, (loan funds deposited or to be deposited with you included) and other required papers to be delivered or recorded or disbursed in accordance with the instructions and statement herein when you can issue:

Standard Coverage for Title Insurance Policy in the amount of \$43,000.00, insuring title as vested in the name of: KEIVAN REZA ABIDI, an Unmarried Man (PARCEL A)

SUBJECT TO: COUNTY and/or CITY TAXES, not delinquent; BONDS, and/or ASSESSMENTS, not delinquent; and COVENANTS, CONDITIONS, RESTRICTIONS, RIGHTS OF WAY, EASEMENTS and RESERVATIONS now of record, shown as EXCEPTIONS NUMBERED 1 AND 3, on Preliminary Report dated APRIL 9, 1997. (PARCEL A) and EXCEPTIONS 1,2,3 & 5 on Preliminary Report 181110 dated JUNE 27, 1997 (PARCEL B).

1st Deed of Trust in the amount of \$100,000.00

Deed of Trust in favor of: ARLINGTON INVESTMENT COMPANY, A LTD. PARTNERSHIP

Prorate as of CLOSE OF ESCROW

X-Real Property Taxes (based on the most recent official information obtainable in the office of the proper taxing authority.)

It is understood by the parties signing the above or attached instructions that the instructions are complete instructions between this firm as escrow agent and you as a principal to the escrow transaction. These instructions may not include all the terms of the agreement which is the subject of this escrow. Read these instructions and do not sign them unless they are acceptable to you.

Keivan Reza Abidi

KEIVAN REZA ABIDI

ADDRESS: 3514 LIBBY COURT, OAKLAND, CA, 94619

TELEPHONE: (510)-482-8288

REC'D BY:

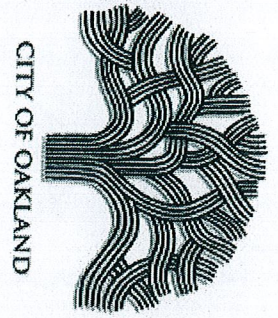
Tony Barbosa

DATED

7/23/97

	FROM:	TO:	DEBITS	CREDITS
TOTAL CONSIDERATION			\$ 43,000.00	\$ ← purchase Amount
NEW 1ST Trust Deed to: ARLINGTON INVESTMENT COMPANY				100,000.00
<u>PRORATIONS/ADJUSTMENTS:</u>				
Taxes for 6 months @ \$703.15	07/01/97	07/17/97		62.50
<u>TITLE CHARGES:</u>				
Owners Title Policy for \$43,000.00			385.75	
CLTA Lenders Policy for \$100,000.00			635.40	
One half City Transfer Tax			322.50	
<u>RECORDING CHARGES:</u>				
Deed			20.00	
Trust Deed(s)			50.00	
REQUEST FOR NOTICE			10.00	
<u>ESCROW CHARGES:</u>				
Escrow Fee			305.00	
Drawing Trust Deed/Note			100.00	
Messenger Fee			20.00	
FED-X FEE			20.00	
<u>NEW LOAN CHARGES:</u>				
BROKERS FEE SUSAN PEICK 2.5000%			2,500.00	
LOAN & PROCESSING TO RAF MORTGAGE			3,000.00	
FUNDS TO DRAW UPON			50,000.00	← FUNDS FOR REHAB
<u>ADDITIONAL DISBURSEMENTS:</u>				
Fire Insurance Premium to NOURSE INSURANCE BROKERS			680.00	
Notary Fees to AS REQUIRED			30.00	
BALANCE DUE ESCROW (ESTIMATED)				1,016.15
ESTIMATED TOTALS			\$ 101,078.65	\$ 101,078.65

Address History



4714, BOND, ST
 ADDR PARTIAL Begins With 4714 bond
 APN = (blank)
 DATE_OPENED >= 1/1/1980
 DATE_OPENED <= 12/31/2020
 RECORD_TYPE SUBTYPE <> Soft Story Retrofit Validation

APN	Unit #	Record ID	Date Opened	Status	Status Date	Description
035		RE9702243	8/4/1997	Final	1/30/1997 12:00:00 AM	Electrical for Fire repair to duplex. —
239901200		RM9700971	7/29/1997	Final	1/14/1998 12:00:00 AM	Mechanical for Fire repair to duplex. —
035		RP9701321	7/29/1997	Final	1/30/1997 12:00:00 AM	Plumbing for Fire repair to duplex. —
239901200		RE9702033	7/22/1997	Final	7/30/1997 12:00:00 AM	Temporary power to permanent location for fire repairs. —
035		L003118	7/14/1997	Lien	7/14/1997 12:00:00 AM	PER WING LOO OWNER WORKED AS REQUESTED —
239901200		RB9701534	4/22/1997	Final	1/30/1997 12:00:00 AM	Fire repair to duplex. —
035		9605436	10/3/1996	Closed	12/1/1997 12:00:00 AM	VACANT UNSECURE FIRE DAMAGED TRASH & DEBRIS —
239901200		9603117	6/11/1996	Closed	8/16/1996 12:00:00 AM	SOMETHING IS BITTING MY BABY ALL OVER HER BODY (19 MOS.) TOOK TO DR.NO SCREENS ON WINDOWS AND REFRIGERATOR DOESNT WORK.
035	UPPER	9602253	5/3/1996	Closed	5/21/1996 12:00:00 AM	SCREENS MISSING ON WINDOWS, EXPOSED WIRING.
239901200		9402499	9/1/1994	Closed	7/19/1999 12:00:00 AM	H41748

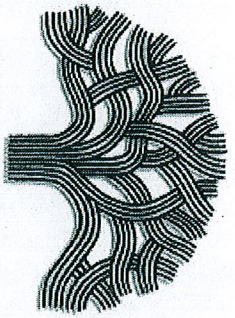
For real-time, direct access to information via the Internet, 24 hours a day - <https://aca.accela.com/oakland>

4714, BOND, ST

APN	Unit #	Record ID	Date Opened	Status	Status Date	Description
035		P8802274	6/24/1988	Final	7/21/1988 12:00:00 AM	
239901200		M8800136	2/8/1988	Final	10/11/1988 12:00:00 AM	REPLACE WALL HEATER
035		P8703942	12/1/1987	Expired	1/12/1990 12:00:00 AM	
239901200						

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

Address History



CITY OF OAKLAND

ADDR_PARTIAL Begins With 4718 bond
 APN = (blank)
 DATE_OPENED >= 1/1/1980
 DATE_OPENED <= 12/31/2020
 RECORD_TYPE SUBTYPE <> Soft Story Retrofit Validation

4718, BOND, ST

APN	Unit #	Record ID	Date Opened	Status	Status Date	Description
9605475			10/1/1996	Closed	11/17/2000 12:00:00 AM	NEEDS BOARDING UP. TRASH AND DEBRIS FROM FIRE (SINCE JULY)
9603825			7/12/1996	Closed	8/16/1996 12:00:00 AM	NUMEROUS CODE VIOLATIONS; ELECTRICAL, PLUMBING & BUILDING.
9601220			3/13/1996	Abated	5/31/1996 12:00:00 AM	LEAK IN THE BATHROOM GOES THROUGH FLOOR INTO THE BASEMENT, WINDOWSDONT SHUT.

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

Address History



ADDR_PARTIAL Begins With 4716 bond
 APN = (blank)
 DATE_OPENED >= 1/1/1980
 DATE_OPENED <= 12/31/2020
 RECORD_TYPE_SUBTYPE <> Soft Story Retrofit Validation

4716, BOND, ST

APN	Unit #	Record ID	Date Opened	Status	Status Date	Description
035	239901200	9603370	6/24/1996	Abated	8/7/1996 12:00:00 AM	DOES NOT HAVE ACCES PG& E BOX, LOCATED ON PROPERTY NEXT DOOR BEHINDLOCKED GATE.
035	239901200	9600445	1/26/1996	Closed	8/29/1996 12:00:00 AM	WALKWAY FULL OF WATER AND MUD PLACED A BOARD OVER AND LANDLORD ADVISEDHER TO REMOVE
035	239901200	M8800136	2/8/1988	Final	10/11/1988 12:00:00 AM	REPLACE WALL HEATER
035	239901200	P8703942	12/1/1987	Expired	1/12/1990 12:00:00 AM	

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

Appl#: RB9701534

Est Cost: 1,000 Rev Cost: 0 New Cost: 40,000

Type: 2 Filed: 04/22/97 # Plans: 0 Disposition: 01/30/97 FINALED

Addr1: 4714 BOND ST Suite: Parcel: 035 -2399-012-00

Descr: Fire repair to duplex.

X	Nbr	Type	Amount	Eff Date	Dlq	Paid	Reg	Rcpt#	NSF	Invc#	Refunded
-	001	FIL	132.88	04/22/97		04/22/97	R02	014259			
-	002	ISS	925.65	08/04/97		08/04/97	R01	016620			

F1=Hlp F3=Ext F7=Fwd F8=Bck F11=Fnd F12=Prv F13=Export F24=Com

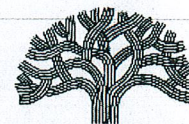
Nbr: 4714 Street: BOND Sfx* ST
 or Parcel#: _____ Active Only? Y/N N Appl Type* _____
 -----ADDRESS-----

* Nbr	Street Name	Sfx	Parcel Nbr	Applic#	P	Disposition	Pln
- 4714	BOND	ST	035 -2399-012-00	M8800136	2	F 10/11/88	0
Desc: REPLACE WALL HEATER							
- 4714	BOND	ST	035 -2399-012-00	P8703942	2	EX 01/12/90	0
Desc:							
- 4714	BOND	ST	035 -2399-012-00	P8802274	2	F 07/21/88	0
Desc:							
- 4714	BOND	ST	035 -2399-012-00	RB9701534	2	F 01/30/97	0
Desc: Fire repair to duplex.							
- 4714	BOND	ST	035 -2399-012-00	RE9702033	5	F 07/30/97	0
Desc: Temporary power to permanent location for fire repairs.							
- 4714	BOND	ST	035 -2399-012-00	RE9702243	2	F 01/30/97	0
Desc: Electrical for Fire repair to duplex.							
- 4714	BOND	ST	035 -2399-012-00	RM9700971	5	F 01/14/98	0
Desc: Mechanical for Fire repair to duplex.							
- 4714	BOND	ST	035 -2399-012-00	RP9701321	2	F 01/30/97	0
Desc: Plumbing for Fire repair to duplex.							

F1=Hlp F3=Ext F4=More/Less F5=Chg F12=Prv F13=Export to Excel Page: 1

Nbr: 4714 Street: BOND Sfx* ST
or Parcel#: _____ Active Only? Y/N N Appl Type* _____

-----ADDRESS-----									
* Nbr	Street Name	Sfx	Parcel Nbr	Applic#	P	Disposition	Pln		
4716	BOND	ST		M8800136	2	F	10/11/88	0	
Desc: REPLACE WALL HEATER									
4716	BOND	ST		P8703942	2	EX	01/12/90	0	
Desc:									
4722	BOND	ST	035 -2399-011-00	RB0505367	5	F	04/18/06	0	
Desc: REPLACE APPROX 144LF OF FOUNDATION									
4722	BOND	ST	035 -2399-011-00	RB0602913	2	F	07/24/06	2	
Desc: Replace front stairs.									
4722	BOND	ST	035 -2399-011-00	RB9603341	5	F	09/10/97	0	
Desc: Install vinyl siding on two sides and front.									
4722	BOND	ST	035 -2399-011-00	RB9900978	2	F	05/06/99	0	
Desc: Repairs per termite report item #10A.									
4722	BOND	ST	035 -2399-011-00	RE0504102	5	F	04/21/06	0	
Desc: 100 amp service, 1 fixture, 3 switches, 14 recept.									
4722	BOND	ST	035 -2399-011-00	RE9900972	5	F	05/06/99	0	
Desc: Electrical for bath repair.									



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

CITY OF OAKLAND

Department of Housing and Community Development
Rent Adjustment Program

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

CORRECTED HEARING DECISION

CASE NUMBER: L17-0083, Abidi v. Tenants
PROPERTY ADDRESS: 4714, 4716, 4718 Bond St., Oakland, CA (3 units)
DATE OF HEARING: September 6, 2017
DATE OF DECISION: February 8, 2018
APPEARANCES: Keivan Abidi, Owner

REASON FOR CORRECTED HEARING DECISION

In the Hearing Decision, issued on December 28, 2017, the Hearing Officer determined that the owner did not spend sufficient amount on a rehabilitation project to qualify for exemption based on substantial rehabilitation. On January 29, 2018, the owner filed an appeal, which stated that the Hearing Officer applied the wrong square footage and the wrong cost per square foot in the calculation. This Hearing Decision addresses these errors and provides for new appeal period.

SUMMARY OF DECISION

The Landlord Petition for Certificate of Exemption is denied.

CONTENTIONS OF THE PARTIES

On May 1, 2017, the owner filed a petition for Certificate of Exemption based on substantial rehabilitation.

No responses to the owner's petition were filed and no tenants appeared for the hearing.

ISSUE

1. Is the property exempt from the Rent Adjustment Program?

EVIDENCE

Background

The subject property consists of three (3) residential units. Two of the three units are two-bedrooms each (4714 and 4716) and the third unit (4718) is a one-bedroom unit. The owner's petition lists all three addresses. However, at the hearing, the owner testified that he is only applying for exemption on the duplex (4714 and 4716) because the unit 4718 is a single family residence on the same parcel.

Notice to all units

On May 9, 2017, a notice of the owner petition and a notice of hearing was mailed to the "residents" in all three units with a proof of service. The mail was not returned as non-delivered. The notices were properly served. No response to the owner's petition was filed and no tenant appeared for the hearing.

Square Footage of the Building

The owner submitted one page from an appraisal report which shows the floor plan of the three units and states that the square footage of all three buildings is 2421 and the square footage of the duplex is 1,820 (910 each).¹

Construction Expenses and Payments

The owner acquired the subject property in 1997 for the purchase price of \$43,000.00. The property was not habitable because it was damaged from a fire. The owner obtained a loan for \$50,000.00 when he purchased the property. It is shown on the report from the Golden California Title Company.² Page 2 of the report shows the purchase price of \$43,000.00 and additional available funds of \$50,000.00.³

The owner testified that he spent all \$50,000.00 on the rehabilitation project plus additional \$50,000.00 he had in cash. He testified that the project began in 1997 and was completed in mid-1998. The owner did not submit any invoices and evidence of payments made for expenses spent on the rehabilitation project.

¹ Exhibit A

² Exhibit B

³ Exhibit B, page 2

Permits

The owner submitted "Address History" and "Fee Payment History" relating to permits obtained from the City of Oakland Building Department (7 pages).⁴

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Substantial Rehabilitation

O.M.C. §8.22.030(A)(6) states that dwelling units located in "substantially rehabilitated buildings" are not "covered units" under the Rent Adjustment Ordinance.

- a. In order to obtain an exemption based on substantial rehabilitation, an owner must have spent a minimum of **fifty (50) percent of the average basic cost for new construction** for a rehabilitation project and performed substantial work on each of the units in the building.
- b. The average basic cost for new construction shall be determined using tables issued by the chief building inspector applicable for the time period when the substantial rehabilitation was completed.⁵

The applicable rules of evidence in an Administrative Hearing are stated in Government Code Section 11513:⁶ "Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs . . ."

In a precedent decision,⁷ the Board held that "[I]n order for a landlord to establish an exemption for a substantially rehabilitated building . . . a landlord must provide evidence independent of his own testimony or summaries prepared in anticipation of the hearing to substantiate the costs of new construction . . ."

An owner has the burden of proving his or her case by a preponderance of the evidence. Although the owner may no longer have access to the bank records from ten years ago, this fact does not diminish the owner's burden of proof. Solid evidence of costs, including contracts, invoices and proof of payment of invoices and contracts, is required.

The owner provided no contracts, invoices, proof of payments of invoices and no evidence of expenses. The owner testified that he spent the entire loan of \$50,000.00 plus another \$50,000.00 in cash on the project. The loan is not sufficient evidence that

⁴ Exhibit C

⁵ O.M.C. §8.22.030(B)(2)

⁶ Regulations, Section 8.22.110(E)(4)

⁷ T04-0158, Ulman v. Breen & Orton

the funds were spent on the rehabilitation project. There is no evidence about the scope of work done on the building and no proof of payment for the cost of the work. The owner's estimate without proof of payment that he spent \$50,000.00 in cash is not a solid evidence of cost of the project. Guesswork and estimates will not suffice. The evidence presented is simply not "the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs." Therefore, the owner's petition is denied.

ORDER

1. The petition L17-0083 is denied.
2. The subject property is not exempt from the Rent Adjustment Ordinance.

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

Dated: February 8, 2018



Linda M. Moroz, Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE

Case Number L17-0083

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 Corrected Hearing Decision by placing a true copy of it in a sealed envelope 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:

Tenants

Resident
4718 Bond St
Oakland, CA 94601

Resident
4716 Bond St
Oakland, CA 94601

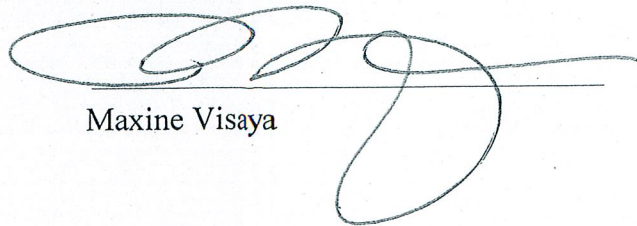
Resident
4714 Bond St
Oakland, CA 94601

Owner


Keivan Abidi
8332 Creekside Dr
Dublin, CA 94568

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 20, 2018 in Oakland, CA.



Maxine Visaya

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	For date stamp. 2018 MAR -5 PM 2:25
		<u>APPEAL</u>

Appellant's Name Keivan Abidi		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) 4714, 4716, 4718 BondStreet			
Appellant's Mailing Address (For receipt of notices) 8332 Creekside Drive, Dublin CA 94568		Case Number L17-0083 REVISED	
		Date of Decision appealed February 8, 2017	
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.)*

For more information phone (510) 238-3721.

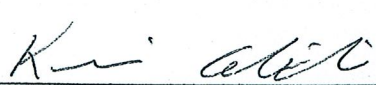
- f) I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. (In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue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

Submissions to the Board are limited to 25 pages from each party. Please number attached pages consecutively.
 Number of pages attached: 11.

You must serve a copy of your appeal on the opposing party(ies) or your appeal may be dismissed.

I declare under penalty of perjury under the laws of the State of California that on March 2, 2018, 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>	
<u>Address</u>	
<u>City, State Zip</u>	
<u>Name</u>	
<u>Address</u>	
<u>City, State Zip</u>	

	<u>MARCH 2, 2018</u>
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

Appeal of Corrected Hearing Decision

City of Oakland
Department of Housing and Community Development
Rent Adjustment Program (RAP)

March 2, 2018
Case Number: L17-0083
Property Address: 4714,16,18 Bond Street
Original Hearing Decision: December 28, 2017
Revised Hearing Decision: February 8, 2018

To whom it may concern:

The following is my formal appeal to your denial of my landlord petition for Certificate of Exemption, per my meeting with Michele Byrd, Director of Housing and Community Development on March 1, 2018 whom I have discussed the details of my case with.

Item 1: Evidence:

Background: The subject property is not correctly identified. It consists of one (1) duplex, with two 2-bedroom units and one (1) detached single-family one bedroom dwelling. The single-family dwelling is exempt under Costa Hawkins Rental Housing Act (Cal. Govt. C. §1954.50, et seq.) and was not included in the scope of work.

On or about September 12, 2017 I spoke with Mr. Keith Mason from RAP who advised that RAP would not include the single-family home in the calculations and that the single family home was exempt.

Item 3: Evidence:

Construction Expenses and Payments: I have previously provided my Federal Tax Depreciation Schedule that reflects a purchase price of \$43,875 and \$102,375 in construction expenses. (Exhibit 1)

The contractor who performed this work has provided copies of receipts reflecting payments of \$102,375. This contractor is no longer in business and has gone through extreme lengths and time to produce these documents. (Exhibit 2)

Item 4: Findings of Fact and Conclusions of Law:

Substantial Rehabilitation and Calculation: O.M.C. 8.22.030(A)(6) b. states that the average basic cost for new construction shall be determined using tables issued by the chief building inspector applicable for the time period when the substantial rehabilitation was completed.

Ms. Moroz had mistakenly applied new construction costs of \$127.00 per square foot from year 2009 for three or more units in her December 28, 2017 denial letter.

This was rehabilitation work for two units and should be under the remodel category of 1997 valuation per O.M.C. 8.22.030(A)(6).

In Ms. Moroz's revised denial letter, she states that "Guesswork and estimates will not suffice", but calculated an estimation to favor her December 28, 2017 denial decision. When I corrected the estimation based upon city of Oakland provided documents that support my claim, it was disallowed.
(Exhibits 3, and 4)

Ms. Moroz's revised denial is inconsistent as she has removed estimations from my first appeal, but used them in her first denial. She used year 2009 valuations, while the work was performed in 1997-1998, to illustrate her decision.

The following is the corrected calculation using the City of Oakland provided Comparative Cost Indexes form provided to me via e-mail on January 26, 2018 from Thomas Jull, Senior Specialty Combination Inspector for the City of Oakland Planning and Building Department:

Multiple the square footage of 1,820 by the adjusted remodel price for two units in the amount of \$50.55* and divide by 2.

$$1,820 \times \$50.55^* = \$92,001 / 2 = \$46,000.50$$

Additionally, when I purchased this property in 1997, the formula was that at least 50% of the purchase price must have been spent to rehabilitate the property, not 50% of the valuation. Based upon my repair costs, I have met the requirement.

**Determined from Occupancy R3 Single Family and Duplex Remodel valuation, level ground, in the amount of \$75.12 per 2009 valuation basis provided by Ms. Moroz. This amount was adjusted for inflation using the Comparative Cost Indexes form used by the City of Oakland and provided to me via e-mail on January 26, 2018 by Thomas Jull, Senior Specialty Combination Inspector for City of Oakland Planning and Building Department, and revised to reflect the correct 1997 cost of \$50.55 per square foot. (Exhibit 5)*

Ms. Moroz also states that " although the owner may no longer have access to the bank records from ten years ago..." This statement is deceptive and misleading. The work was completed in 1998 and payments were made in 1997 and 1998, which would require me to keep bank records for twenty years, not ten.

To expect an individual to maintain cancelled checks and related documents for more than twenty years is beyond reasonable.

I have met the requirement for the Certificate of Exemption based upon substantial rehabilitation.

Sincerely,



Keivan Abidi
Owner

12/31/03

2003 Federal Depreciation Schedule

Page 1

Client 0030ABID

KEIVAN R. ABIDI

563-65-2747

1/28/18

12:38PM

EXHIBIT 1

No.	Description	Date Acquired	Date Sold	Cost/ Basis	Bus. Pct.	Cur 179 Bonus	Special Depr. Allow.	Prior 179/ Bonus/ Sp. Depr.	Prior Dec. Bal. /Depr.	Salvage /Basis Reduction	Depr. Basis	Prior Depr.	Method	Life	Rate	Current Depr.
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Schedule E - RESIDENTIAL RENTAL

Amortization

3	LOAN FEE - refl in 1999	2/27/98	4/16/98	2,559							2,559	2,559	S/L	30		0
6	LOAN FEE	12/30/99	NEW IN 99	1,950							1,950	195	S/L	30		65
7	CLOSING COSTS	12/30/99	NEW IN 99	3,256							3,256	327	S/L	30		109

Total Amortization

7,765

0

0

0

0

0

7,765

3,081

174

Buildings

1	4714,4716,4718 BOND ST	4/01/98		102,375							102,375	17,525	S/L	MM	27.5	.03636	3,722
				Total Buildings							102,375	17,525					3,722

Furniture and Fixtures

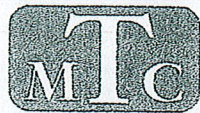
5	BLINDS	10/31/98		519							519	389	200DB	MA	7	.08730	45
				Total Furniture and Fixtures							519	389					45

Improvements

8	NEW ROOF	10/01/03		4,500							4,500	0	S/L	MM	27.5	.00758	34
				Total Improvements							4,500	0					34

Land

2	4714,4716,4718 BOND ST	4/01/98		43,875							43,875	0					0
				Total Land							43,875	0					0



**MONTCLAIR TERMITE
CONTROL
&
GENERAL CONTRACTORS**

Receipt

Customer Name Keivan Abidi
 2445 Rampart Street,
Address Oakland CA 94602
Date July 7, 1997

		Balance Due
Contract Amount		\$102,375
Progress Payment 1 Received	30,000	\$-30,000
Remaining Balance		\$72,375

For construction
rehabilitation
services for fire
damaged property
located at 4714-16
Bond Street, Oakland
CA 94601

Balance
Due \$72,375

Morrie Abidi

Owner

Thank you for your business



**MONTCLAIR TERMITE
CONTROL
&
GENERAL CONTRACTORS**

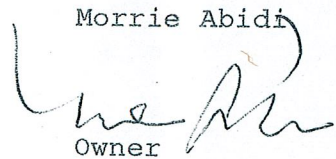
Receipt

Customer Name Keivan Abidi
 2445 Rampart Street,
Address Oakland CA 94602
Date October 6, 1997

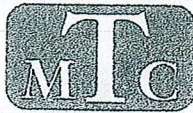
		Balance Due
Contract Amount		\$102,375
Previous Payment	30,000	\$-30,000
Balance Due		\$72,375
Progress Payment 2	30,000	\$-30,000

For construction
rehabilitation
services for fire
damaged property
located at 4714-16
Bond Street, Oakland
CA 94601

Balance
Due \$42,375

Morrie Abidi

Owner

Thank you for your business



**MONTCLAIR TERMITE
CONTROL
&
GENERAL CONTRACTORS**

Receipt

Customer Name Keivan Abidi
 Address 2445 Rampart Street,
 Oakland CA 94602
 Date January 5, 1998

		Balance Due
Contract Amount		\$102,375
Previous Payments	60,000	\$-60,000
Balance Due		\$42,375
Progress Payment 3	30,000	-\$30,000

For construction
 rehabilitation
 services for fire
 damaged property
 located at 4714-16
 Bond Street, Oakland
 CA 94601

Balance
 Due \$12,375

Morrie Abidi

Owner

Thank you for your business



**MONTCLAIR TERMITE
CONTROL
&
GENERAL CONTRACTORS**

Receipt

Customer Name Keivan Abidi
 Address 2445 Rampart Street,
 Oakland CA 94602
 Date February 2, 1998

		Balance Due
Contract Amount		\$102,375
Previous Payments	90,000	\$-90,000
Balance Due		\$12,375
Final Payment	12,375	-\$12,375

For construction
 rehabilitation
 services for fire
 damaged property
 located at 4714-16
 Bond Street, Oakland
 CA 94601

Paid in Full

Morrie Abidi

Owner

Thank you for your business

b. The average basic cost for new construction shall be determined using tables issued by the chief building inspector applicable for the time period when the substantial rehabilitation was completed.⁵

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.⁶

Calculation

The Table "A" (attached), issued by the Building Services Agency on August 1, 2009, refers to a dollar amount per square foot. It shows \$127.00 per square foot for a wood-frame construction (Category V) for more than two units. To determine if the owner is entitled to the exemption, the following calculation is necessary:

multiply the square footage of 2421 by \$127.00 and divide that by 2
 $2421 \times \$127.00 = 307,467.00 : 2 = \$153,733.50$


To satisfy the requirement for the exemption, the owner must show that he spent at least \$153,733.50 on the rehabilitation project. The owner provided no proof of payments and no evidence of expenses. The owner testified that he spent the entire loan of \$50,000.00 plus another \$50,000.00 on the project. While the loan is not considered evidence of expenses, the total of \$100,000.00 is still well below the minimum of \$153,733.50. Therefore, the owner did not satisfy the requirement for the exemption based on substantial rehabilitation.

ORDER

1. The petition L17-0083 is denied.
2. The subject property is not exempt from the Rent Adjustment Ordinance.

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

Dated: December 28, 2017


 Linda M. Moroz, Hearing Officer
 City of Oakland Rent Adjustment Program

⁵ O.M.C. §8.22.030(B)(2)

⁶ RAP Regulations, §8.22.030 (B)(3)


the funds were spent on the rehabilitation project. There is no evidence about the scope of work done on the building and no proof of payment for the cost of the work. The owner's estimate without proof of payment that he spent \$50,000.00 in cash is not a solid evidence of cost of the project. Guesswork and estimates will not suffice. The evidence presented is simply not "the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs." Therefore, the owner's petition is denied.

ORDER

1. The petition L17-0083 is denied.
2. The subject property is not exempt from the Rent Adjustment Ordinance.

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

Dated: February 8, 2018



Linda M. Moroz, Hearing Officer
Rent Adjustment Program

Subject: 2017 Cost Indexe

From: TJull@oaklandnet.com

To: keivanabidi@yahoo.com

Date: Friday, January 26, 2018, 8:16:50 AM PST

See attached per your request

Thomas Jull

Permit Counter

Senior Specialty Combination Inspector

City of Oakland

Planning & Building Department

510-238-6280

tjull@oaklandnet.com



MVS Section 98 Construction Cost Tables 2-21-17.pdf

925.6kB

COST INDEXES (1926 = 100)

BUILDINGS - EASTERN DISTRICT

A: Fireproofed steel frame	2016	2017	2014	2012	2011	2010	2009	2008	2007	2006	2005	2004	2003	2002	2001	2000	1999	1998	1997	1996	1995	
B: Reinforced concrete frame	3096.8	3096.3	3051.7	2993.2	2911.2	2820.7	2722.4	2606.1	2708.8	2690.6	2450.6	2307.2	2118.6	1964.2	1909.4	1877.7	1858.8	1780.1	1736.6	1695.7	1656.5	1577.3
C: Masonry bearing walls	3118.2	3088.5	3035.5	2963.4	2886.1	2758.4	2702.2	2775.5	2893.3	2597.5	2454.7	2309.1	2132.2	1964.1	1909.5	1872.6	1853.0	1775.5	1728.2	1686.7	1646.7	1566.3
D: Wood frame	3042.0	3038.1	2980.9	2933.5	2841.2	2758.4	2670.3	2700.3	2650.9	2533.9	2457.6	2399.4	2134.1	1962.0	1923.2	1883.0	1863.9	1775.5	1728.2	1685.7	1643.8	1563.7
S: Metal frame and walls	2822.8	2815.3	2774.9	2735.5	2674.2	2602.3	2535.4	2550.7	2441.4	2306.8	2170.2	1999.4	1844.9	1733.5	1703.5	1675.3	1625.2	1548.1	1507.2	1461.2	1400.6	1321.5

BUILDINGS - CENTRAL DISTRICT

A: Fireproofed steel frame	2762.4	2771.7	2749.6	2704.1	2640.5	2567.6	2483.6	2550.7	2468.6	2355.2	2234.9	2117.3	1953.6	1832.7	1799.6	1757.7	1749.7	1676.9	1630.4	1579.2	1531.2	1453.9
B: Reinforced concrete frame	2794.4	2781.3	2745.8	2695.5	2617.7	2545.8	2468.2	2516.7	2447.9	2346.5	2236.6	2123.0	1975.8	1845.1	1809.3	1764.7	1756.5	1683.4	1634.0	1577.6	1528.8	1453.6
C: Masonry bearing walls	2778.2	2778.2	2745.1	2695.5	2617.7	2545.8	2468.2	2516.7	2447.9	2346.5	2236.6	2123.0	1975.8	1845.1	1809.3	1764.7	1756.5	1683.4	1634.0	1577.6	1528.8	1453.6
D: Wood frame	2764.9	2778.2	2738.7	2695.5	2617.7	2545.8	2468.2	2516.7	2447.9	2346.5	2236.6	2123.0	1975.8	1845.1	1809.3	1764.7	1756.5	1683.4	1634.0	1577.6	1528.8	1453.6
S: Metal frame and walls	2489.9	2489.9	2468.6	2443.6	2404.5	2344.5	2289.9	2234.5	2180.8	2101.9	1988.8	1844.5	1712.9	1682.5	1647.2	1643.5	1633.5	1579.5	1541.9	1500.7	1468.5	1365.6

BUILDINGS - WESTERN DISTRICT

A: Fireproofed steel frame	3000.8	3043.4	3007.5	2941.4	2868.8	2784.6	2690.2	2779.5	2878.8	2589.6	2410.0	2279.7	2091.5	1965.4	1926.2	1888.5	1863.0	1782.7	1740.1	1693.9	1656.2	1656.2
B: Reinforced concrete frame	3040.2	3038.4	2984.0	2914.7	2830.2	2750.4	2659.2	2737.4	2867.2	2583.4	2407.9	2279.7	2091.5	1965.4	1926.2	1888.5	1863.0	1782.7	1740.1	1693.9	1656.2	1656.2
C: Masonry bearing walls	3004.0	3010.4	2958.3	2872.3	2822.1	2748.5	2653.3	2681.3	2821.7	2543.7	2369.9	2255.9	2124.4	1992.6	1951.5	1906.8	1885.5	1782.7	1740.1	1693.9	1656.2	1656.2
D: Wood frame	3004.0	3010.4	2958.3	2872.3	2822.1	2748.5	2653.3	2681.3	2821.7	2543.7	2369.9	2255.9	2124.4	1992.6	1951.5	1906.8	1885.5	1782.7	1740.1	1693.9	1656.2	1656.2
S: Metal frame and walls	2711.7	2720.0	2689.3	2645.8	2594.4	2524.4	2456.1	2555.5	2618.8	2356.3	2230.0	2104.2	1924.4	1809.2	1775.9	1746.5	1728.8	1658.3	1622.5	1588.7	1569.1	1469.6

EQUIPMENT - NATIONAL AVERAGE

Average of all	1590.9	1593.7	1578.6	1558.7	1545.9	1503.2	1457.4	1468.0	1427.3	1373.3	1320.2	1244.5	1178.6	1100.0	1063.4	1044.3	1025.0	1061.8	1052.7	1036.0	1020.4	985.0
Apartment	1340.1	1339.4	1123.8	1109.7	1088.5	1060.4	1032.9	1027.0	1005.1	976.8	942.7	863.7	856.7	826.3	826.3	826.3	826.3	826.3	826.3	826.3	826.3	723.8
Bakery	1541.2	1553.5	1537.3	1516.0	1502.5	1461.6	1415.5	1426.5	1392.1	1338.6	1249.7	1194.7	1110.9	1070.6	1052.6	1045.7	1034.3	1034.3	1000.3	1000.3	983.4	930.9
Bank	1163.8	1167.7	1152.5	1136.5	1128.5	1102.0	1073.2	1078.7	1050.7	1019.3	979.4	943.7	897.3	859.8	847.6	842.1	837.0	822.9	821.3	816.3	803.6	773.4

INDUSTRY

Bottling	1616.8	1638.0	1622.5	1602.8	1595.4	1552.8	1503.6	1517.9	1479.8	1417.4	1336.9	1271.6	1177.9	1131.2	1111.3	1105.9	1096.3	1075.6	1073.5	1065.4	1033.6	994.3
Brewery & distillery	2002.6	2014.9	1982.5	1966.8	1950.4	1900.0	1843.8	1800.7	1731.1	1721.2	1694.2	1654.6	1622.3	1593.0	1565.5	1547.7	1536.5	1536.5	1504.8	1498.5	1454.2	1206.9
Canery (fish)	1946.2	1963.2	1942.2	1913.8	1897.6	1844.6	1786.0	1802.1	1758.2	1687.7	1575.7	1498.4	1347.0	1323.3	1323.3	1322.5	1322.5	1277.2	1277.2	1258.5	1244.2	1169.9
Canery (fruit)	1946.1	1961.1	1922.5	1893.0	1869.9	1819.6	1762.6	1769.9	1735.6	1672.4	1570.3	1504.6	1403.1	1333.0	1331.7	1322.2	1308.8	1282.1	1277.4	1258.5	1240.9	1180.1
Chemical mfg.	1851.0	1867.5	1849.1	1828.6	1812.5	1765.9	1718.0	1699.0	1674.8	1607.4	1507.4	1437.2	1372.4	1327.5	1327.5	1327.5	1327.5	1281.6	1281.6	1263.1	1241.2	987.5
Chemical (except)	1313.0	1315.6	1289.2	1269.3	1245.8	1215.4	1186.6	1184.8	1157.6	1127.7	1082.2	1033.8	987.4	953.3	953.3	953.3	953.3	924.1	924.1	905.1	871.9	811.8
Clay products	1847.2	1854.3	1831.5	1812.5	1780.0	1754.3	1728.7	1703.2	1677.7	1652.2	1626.7	1601.2	1575.7	1550.2	1524.7	1509.2	1483.7	1458.2	1432.7	1407.2	1381.7	1153.4
Contractor's equip.	1831.5	1834.1	1812.5	1780.0	1754.3	1728.7	1703.2	1677.7	1652.2	1626.7	1601.2	1575.7	1550.2	1524.7	1509.2	1483.7	1458.2	1432.7	1407.2	1381.7	1356.2	987.5
Creamery & dairy	1711.4	1723.2	1702.5	1679.1	1663.4	1612.8	1568.4	1525.0	1471.6	1428.2	1384.8	1341.4	1298.0	1254.6	1254.6	1254.6	1254.6	1211.2	1211.2	1192.7	1167.2	1023.6
Dwelling	1098.6	1097.5	1083.0	1070.2	1051.1	1024.8	999.4	973.8	948.2	922.6	897.0	871.4	845.8	820.2	820.2	820.2	820.2	784.6	784.6	766.1	741.6	717.5
Electric equip. mfg.	1536.4	1573.2	1545.4	1498.8	1442.8	1405.6	1368.4	1331.2	1294.0	1256.8	1219.6	1182.4	1145.2	1108.0	1108.0	1108.0	1108.0	1071.6	1071.6	1053.1	1028.5	966.7
Electric power equip.	1446.7	1488.8	1464.8	1429.8	1405.6	1368.4	1331.2	1294.0	1256.8	1219.6	1182.4	1145.2	1108.0	1108.0	1108.0	1108.0	1108.0	1071.6	1071.6	1053.1	1028.5	966.7
Flour, cereal & feed	1598.4	1611.8	1595.2	1575.6	1562.8	1519.1	1471.0	1483.2	1445.0	1398.8	1352.6	1306.4	1260.2	1214.0	1214.0	1214.0	1214.0	1177.6	1177.6	1159.1	1134.5	964.9
Garage	1702.2	1720.3	1710.3	1691.4	1679.6	1636.2	1587.7	1600.1	1558.4	1501.0	1434.1	1370.3	1280.9	1241.2	1223.6	1215.1	1205.0	1184.3	1180.8	1172.9	1140.5	1102.0
Glass mfg.	1522.8	1539.1	1529.1	1512.4	1503.8	1460.1	1412.0	1427.1	1381.5	1320.5	1246.4	1182.3	1088.8	1045.3	1025.2	1020.0	1010.1	991.4	989.1	981.1	968.3	914.9
Hospital	1844.2	1873.0	1846.8	1838.3	1828.5	1784.6	1736.4	1752.2	1706.2	1658.0	1584.9	1520.3	1456.8	1393.3	1393.3	1393.3	1393.3	1356.8	1356.8	1338.3	1313.8	1088.8
Hotel	1384.6	1384.4	1364.1	1354.1	1343.4	1323.5	1283.7	1254.2	1224.4	1185.9	1128.6	1064.9	1007.0	957.3	957.3	957.3	957.3	920.8	920.8	902.3	877.5	843.0
Laundry & cleaning	1362.0	1363.3	1353.5	1343.7	1333.7	1293.1	1263.6	1234.1	1204.6	1175.1	1135.6	1096.1	1056.6	1017.1	1017.1	1017.1	1017.1	980.6	980.6	962.1	937.5	843.0
Library	1476.7	1491.8	1478.9	1458.3	1449.9	1410.3	1365.8	1339.2	1308.9	1281.3	1241.7	1197.2	1152.7	1108.2	1108.2	1108.2	1108.2	1071.7	1071.7	1053.2	1028.7	937.2
Machinery equip.	1869.4	1823.8	1754.9	1724.7	1716.3	1673.9	1629.4	1584.9	1540.4	1495.9	1451.4	1406.9	1362.4	1317.9	1317.9	1317.9	1317.9	1281.4	1281.4	1262.9	1238.4	1019.8
Mining & millng	1731.7	1754.9	1724.7	1716.3	1707.9	1665.5	1621.0	1576.5	1532.0	1487.5	1443.0	1398.5	1354.0	1309.5	1309.5	1309.5	1309.5	1273.0	1273.0	1254.5	1230.0	1019.8
Motion picture	1712.8	1731.7	1718.2	1698.8	1682.3	1639.7	1590.1	1540.5	1491.0	1441.4	1391.8	1342.2	1292.6	1243.0	1243.0	1243.0	1243.0	1206.5	1206.5	1188.0	1163.5	1097.9
Office equip.	1251.4	1252.4	1236.5	1221.8	1218.7	1199.9	1161.3	1164.3	1132.4	1096.7	1055.1	1012.4	957.7	933.6	922.0	918.5	910.7	886.1	884.2	887.1	878.8	838.6
Packing (fruit)	1778.0	1827.7	1798.0	1747.7	1715.0	1666.6	1620.1	1621.2	1586.9	1538.7	1467.7	1406.3	1320.1	1276.1	1276.1	1276.1	1276.1	1239.6	1239.6	1221.1	1196.3	1118.6
Packing (meat)	1707.4	1713.3	1691.0	1665.1	1646.2	1599.4	1553.3	1561.0	1512.5	1455.3	1366.1	1309.5	1222.1	1182.1	1182.1	1182.1	1182.1	1145.6	1145.6	1127.1	1102.3	1025.8
Paint mfg.	1648.4	1664.7	1651.3	1624.7	1622.4	1574.8	1528.3	1542.0	1490.9	1427.6	1349.2	1285.3	1184.8	1141.7	1141.7	1141.7	1141.7	1105.2	1105.2	1086.7	1061.9	995.7
Paper mfg.	1552.1	1567.1	1552.5	1531.0	1516.8	1472.5	1426.7	1442.0	1397.5	1343.5	1276.6	1223.3	1128.6	1086.5	1066.2	1057.3	1050.8	1030.2	1027.5	1018.8	1008.4	953.2

2009 = 2572.3 = 75.12
1998 = 1730.8 = X
X = 50.55

CX111511 3

CHRONOLOGICAL CASE REPORT

Case Nos.: L17-0018
Case Name: Ghahyaz v. Tenants
Property Address: 517 – 519 Oakland Avenue, Oakland, CA
Parties: No appearances by Tenants
Faramarz Tabatabai-Ghahyaz (Property Owner)

OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Landlord Petition filed	February 1, 2017
No Tenant Responses filed	
Hearing Decision issued	February 26, 2018
Owner Appeal filed	March 19, 2018

117-0018 Re/BC

<p>CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721</p>	<p>For date stamp.</p> <p style="text-align: right;">RECEIVED CITY OF OAKLAND RENT ARBITRATION PROGRAM</p> <p style="text-align: right;">2017 FEB -1 PM 3:20</p> <p style="text-align: center;"><u>LANDLORD PETITION</u> <u>FOR CERTIFICATE OF EXEMPTION</u> (OMC §8.22.030.B)</p>
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Please Fill Out This Form Completely As You Can. Failure to provide needed information may result in your petition being rejected or delayed. Attach to this petition copies of the documents that prove your claim. Before completing this petition, please read the Rent Adjustment Ordinance, section 8.22.030. A hearing is required in all cases even if uncontested or irrefutable.

Section 1. Basic Information

Your Name Frank T. Ghahyaz Fred T. Ghahyaz		Complete Address (with zip code) 5825 St. Paul Ct. Oakland, CA 94618	Telephone Day: 510-684-0241 (Please correct in your system)
Your Representative's Name		Complete Address (with zip code)	Telephone Day:
Property Address APN # 010-0812-005-00 517 + 519 Oakland Ave. Oakland, CA 94611		Total number of units in bldg or parcel. 2	
Type of units (circle one)	<input checked="" type="radio"/> Single Family Residence (SFR)	<input type="radio"/> Condominium	<input type="radio"/> Apartment or Room
If an SFR or condominium, can the unit be sold and deeded separately from all other units on the property?		<input type="radio"/> Yes	<input checked="" type="radio"/> No

Section 2. Tenants. You must attach a list of the names and addresses, with unit numbers, of all tenants residing in the unit/building you are claiming is exempt.

Section 3. Claim(s) of Exemption: A Certificate of Exemption may be granted **only** for dwelling units that are **permanently** exempt from the Rent Adjustment Ordinance.

New Construction: This may apply to individual units. The unit was newly constructed and a certification of occupancy was issued for it on or after January 1, 1983.

Substantial Rehabilitation: This applies only to entire buildings. An owner must have spent a minimum of fifty (50) percent of the average basic cost for new construction for a rehabilitation project. The average basic cost for new construction is determined using tables issued by the Chief Building Inspector applicable for the time period when the Substantial Rehabilitation was completed.

Single-Family or Condominium (Costa-Hawkins): Applies to Single Family Residences and condominiums only. If claiming exemption under the Costa-Hawkins Rental Housing Act (Civ. C. §1954.50, et seq.), please answer the following questions on a separate sheet:

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

I (We) petition for exemption on the following grounds (Check all that apply):

<input type="checkbox"/>	New Construction
<input checked="" type="checkbox"/>	Substantial Rehabilitation
<input type="checkbox"/>	Single Family Residence or Condominium (Costa-Hawkins)

Section 4. Verification Each petitioner must sign this section.

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

J. Talutali

Owner's Signature

Jan, 31, 17

Date

J. Talutali

Owner's Signature

Jan, 31, 17

Date

Important Information

Burden of Proof The burden of proving and producing evidence for the exemption is on the Owner. A Certificate of Exemption is a final determination of exemption absent fraud or mistake.

File Review Your tenant(s) will be given the opportunity to file a response to this petition within 35 days of notification by the Rent Adjustment Program. You will be sent a copy of the tenant's Response. Copies of attachments to the Response form will not be sent to you. However, you may review any attachments in the Rent Program Office. Files are available for review by appointment only. For an appointment to review a file, call (510) 238-3721. Please allow six weeks from the date of filing for notification processing and expiration of the tenant's response time before scheduling a file review.



CALIFORNIA
ASSOCIATION
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ADDENDUM

(C.A.R. Form ADM, Revised 12/15)

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

No. 1
2017 FEB -1 PM 3:20

The following terms and conditions are hereby incorporated in and made a part of the: Purchase Agreement, Residential Lease or Month-to-Month Rental Agreement, Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), Other _____, dated October 17, 2016, on property known as 517 Oakland Ave

located at Oakland, CA 94611-5428 in which Andrew Barinov, Dan Kios, Joshua Encarnacion and Maurice Wilkins is referred to as ("Buyer/Tenant") and Mira Vista Properties is referred to as ("Seller/Landlord").

Tenants will receive a one time credit of \$1500 on their first month's rent in exchange for work to be done on dining room.

Tenants agree to acquire and produce proof of renters insurance for the duration of the lease and any subsequent lease renewals.

Home renovated more than 100% of purchase price and is not subject to City of Oakland Rent Board regulation.

Utilities:

Water: Unit shares a meter and will be billed 60% of usage on that meter. Owner will pay that 60% with a limit of \$200 on the total bill. After that, tenants of 517 are responsible for 60% of the overage.

Trash: 517 will be assigned 60% of trash bill. Owner will pay that 60% up to a total bill of \$200. After that, tenants of 517 are responsible for 60% of the overage.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date 10/21/2016 7:05:02 Date _____
 Buyer/Tenant Andrew Barinov, Dan Kios 10/21/2016 11:59 PM GMT Seller/Landlord Mira Vista Properties 10/20/2016 1:48:56
Joshua Encarnacion 10/21/2016 23:16:40 Maurice Wilkins 10/22/2016 12:22 AM GMT Seller/Landlord _____
Joshua Encarnacion and Maurice Wilkins

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Reviewed by _____ Date _____



ADM REVISED 12/15 (PAGE 1 OF 1)

ADDENDUM (ADM PAGE 1 OF 1)



**RESIDENTIAL LEASE OR
MONTH-TO-MONTH RENTAL AGREEMENT**
(C.A.R. Form LR, Revised 12/15)

Date _____, Mira Vista Properties ("Landlord") and
Andrew Barinov, Dan Klos, Joshua Encarnacion and Maurice Wilkins ("Tenant") agree as follows:

1. PROPERTY:

- A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 517 Oakland Ave. Oakland, CA 94611-5428 ("Premises").
- B. The Premises are for the sole use as a personal residence by the following named person(s) only: Andrew Barinov, Dan Klos, Joshua Encarnacion and Maurice Wilkins.
- C. The following personal property, maintained pursuant to paragraph 11, is included: _____ or (if checked) the personal property on the attached addendum.

2. TERM: The term begins on (date) October 29, 2016 ("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) October 28, 2017 at 10 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 \$ 4,500.00 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 and Tenant shall pay 1/30th of the monthly rent per day for each day remaining in prorated second month.

- D. PAYMENT: Rent shall be paid by personal check, money order, cashier's check, or other online via tenant portal, to (name) Mira Vista Properties (phone) (510)542-9892 at (address) 305 Camelia Street, Berkeley, CA 94710, (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 _____ and _____ on the following days _____). 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.
- E. Rent payments received by Landlord shall be applied to the earliest amount(s) due or past due.

4. SECURITY DEPOSIT:

- A. Tenant agrees to pay \$ 4,500.00 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, to: (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 appurtenances. **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 reinstate 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 § 1950.5(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 Mira Vista Properties via online tenant portal shall be paid by personal check, money order, or cashier's check.

Category	Total Due	Payment Received	Balance Due	Date Due
Rent from <u>10/29/2016</u> to <u>10/31/2016</u> (date)	\$443.83		\$443.83	
*Security Deposit	\$4,500.00		\$4,500.00	
Other _____				
Other _____				
Total	\$4,943.83		\$4,943.83	

*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 (AB) (JE)

Landlord's Initials (MVP) (_____)



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 5.000 % 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 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: _____

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 [X] 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: See addendum 1

except _____, 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 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 Acknowledgement 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 acknowledgement of the condition of the Premises.

[] E. Other: _____

11. MAINTENANCE USE AND REPORTING:

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, carbon monoxide devices and smoke alarms, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for checking and maintaining all carbon monoxide 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 with any item including carbon monoxide devices and smoke alarms on the property. 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 [X] Tenant shall maintain the garden, landscaping, trees and shrubs, except: _____

D. [] Landlord [] Tenant shall maintain _____

E. Landlord and Tenant agree that State or local water use restrictions shall supersede any obligation of Landlord or Tenant to water or maintain any garden, landscaping, trees or shrubs pursuant to 11B, 11C, and 11D.

F. 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.

G. 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 (AE) (JE)

Landlord's Initials (MVP) ()



- 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, 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 §54.2, no animal or pet shall be kept on or about the Premises without Landlord's prior written consent, except as agreed to in the attached Pet Addendum (C.A.R. Form PET).
- 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 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)
1. Landlord shall provide Tenant with a copy of the rules and regulations within _____ days or _____.
- 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 29C, 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 screws, 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 _____):
- 4 key(s) to Premises, _____ remote control device(s) for garage door/gate opener(s),
- 1 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 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: (1) 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. (2) If Landlord has in writing informed Tenant that the Premises are for sale and that Tenant will be notified orally to show the premises (C.A.R. Form NSE), then, for the next 120 days following the delivery of the NSE, notice may be given orally to show the Premises to actual or prospective purchasers. (3) 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. (4) 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.
- C. (If checked) Tenant authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/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 (AE) (JE)

Landlord's Initials (MVP) (_____)



- 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 FLD) 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. **MEGAN'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.meganslaw.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 Brokers, 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 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.
- 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) _____
 - 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 NTT), 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 § 1161(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. **WATERBEDS/PORTABLE WASHERS:** 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 shall not use on the Premises Portable Dishwasher Portable Washing Machine.
- 35. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

Tenant's Initials (AE) (JE)

Landlord's Initials (MVP) (_____)



36 NOTICE: Notices may be served at the following address, or at any other location subsequently designated:

Landlord: Mira Vista Properties
805 Camelia Street
Berkeley, CA 94710

Tenant: Andrew Barinov et al
517 Oakland Ave.
Oakland, CA 94611

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. REPRESENTATION

A. TENANT REPRESENTATION; 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; (ii) upon disapproval of the credit report(s); or (iii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting 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 Premise; (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. ATTORNEY FEES: In any action or proceeding arising out of this Agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs, collectively not to exceed \$1,000 (or \$_____), except as provided in paragraph 39A.

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: Interpreter/Translator Agreement (C.A.R. Form ITA);

Keysafe/Lockbox Addendum (C.A.R. Form KLA); Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form FLD);

Landlord in Default Addendum (C.A.R. Form LID)

The following ATTACHED supplements are incorporated in this Agreement: Addendum 1

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) _____

is the agent of (check one): the Landlord exclusively; or both the Landlord and Tenant.

Leasing Agent: (Print firm name) _____

(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.

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).

Tenant's Initials (AB) (JE)

Landlord's Initials (MVP) (_____)



- 47. **NOTICE OF RIGHT TO RECEIVE FOREIGN LANGUAGE TRANSLATION OF LEASE/RENTAL AGREEMENTS:** California Civil Code requires a landlord or property manager to provide a tenant with a foreign language translation copy of a lease or rental agreement. If the agreement was negotiated primarily in Spanish, Chinese, Korean, Tagalog or Vietnamese. If applicable, every term of the lease/rental needs to be translated except for, among others, names, dollar amounts and dates written as numerals, and words with no generally accepted non-English translation.
- 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 LL or LCA).
- 49. **RECEIPT:** If specified in paragraph 5, 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] [Signature] Andrew Barinov, Dan Klos Date 10/21/2016 7:04:57 10/21/2016 11:59 PM GMT
 Address 517 Oakland Ave City Oakland State CA Zip 94611-5428
 Telephone _____ Fax _____ E-mail abarinov@gmail.com
 Tenant Joshua Encarnacion Maurice Wilkins Joshua Encarnacion and Maurice Wilkins Date 10/22/2016 12:22 AM GMT
 Address 517 Oakland Ave City Oakland State CA Zip 94611-5428
 Telephone _____ Fax _____ E-mail joshuaenc@gmail.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 Mira Vista Properties Date 10/20/2016 1:48:52 Landlord _____ Date _____
Mira Vista Properties
 Address 805 Camelia St, Berkeley, CA 94710-1417
 Telephone _____ Fax _____ E-mail cms.mvp@gmail.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 lease 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) _____ CalBRE Lic. # _____
 By (Agent) _____ CalBRE Lic. # _____ Date _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____
 Real Estate Broker (Leasing Firm) _____ CalBRE Lic. # _____
 By (Agent) _____ CalBRE Lic. # _____ Date _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

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 525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____





LEASE/RENTAL MOLD AND VENTILATION ADDENDUM
(C.A.R. Form LRM, Revised 6/16)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, Other _____, dated 10/17/2016, on property located at (Street Address) 517 Oakland Ave (Unit/Apartment) _____ (City) Oakland (State) CA (Zip Code) 94611-5428 ("Premises"), in which _____ is referred to as "Tenant" and _____ is referred to as "Landlord" (the term "Landlord" includes Owner and agent).

MOLD AND VENTILATION NOTIFICATION AND AGREEMENT: Except as may be noted at the time of Tenant's move in inspection, Tenant agrees that the Premises is being delivered free of known damp or wet building materials ("mold") or mildew contamination. (If checked, the Premises was previously treated for elevated levels of mold that were detected.) Tenant acknowledges and agrees that (i) mold can grow if the Premises is not properly maintained; (ii) moisture may accumulate inside the Premises if it is not regularly aired out, especially in coastal communities; (iii) if moisture is allowed to accumulate, it can lead to the growth of mold; and (iv) mold may grow even in a small amount of moisture. Tenant further acknowledges and agrees that Tenant has a responsibility to maintain the Premises in order to inhibit mold growth and that Tenant's agreement to do so is part of Tenant's material consideration in Landlord's agreement to rent the Premises to Tenant. Accordingly, Tenant agrees to:

1. Maintain the Premises free of dirt, debris and moisture that can harbor mold;
2. Clean any mildew or mold that appears with an appropriate cleaner designed to kill mold;
3. Clean and dry any visible moisture on windows, walls and other surfaces, including personal property as quickly as possible;
4. Use reasonable care to close all windows and other openings in the Premises to prevent water from entering the Premises;
5. Use exhaust fans, if any, in the bathroom(s) and kitchen while using those facilities and notify Landlord of any inoperative exhaust fans;
6. Immediately notify Landlord of any water intrusion, including but not limited to, roof or plumbing leaks, drips or "sweating pipes";
7. Immediately notify Landlord of overflows from bathroom, kitchen or laundry facilities;
8. Immediately notify Landlord of any significant mold growth on surfaces in the Premises;
9. Allow Landlord, with appropriate notice, to enter the Premises to make inspections regarding mold and ventilation; and
10. Release, indemnify, hold harmless and forever discharge Landlord and Landlord's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Landlord or Landlord's agents resulting from the presence of mold due to Tenant's failure to comply with this Lease/Rental Mold and Ventilation Addendum.

Tenant (Signature) [Signature] 10/21/2016 07:05 AM GMT Date _____
 Tenant (Print name) [Signature] 10/21/2016 11:59 PM GMT
 Tenant (Signature) Joshua Encarnacion 10/21/2016 11:16 PM GMT Date _____
 Tenant (Print name) Maurice Wilkins 10/22/2016 12:22 AM GMT
 Landlord (Signature) Mira Vista Properties 10/20/2016 1:48:57 Date _____
 Landlord (Print name) Mira Vista Properties
 Landlord (Signature) _____ Date _____
 Landlord (Print name) _____

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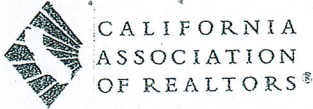
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LRM REVISED 6/16 (PAGE 1 OF 1)

LEASE/RENTAL MOLD AND VENTILATION ADDENDUM (LRM PAGE 1 OF 1)



**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, Residential Lease or Month-to-Month Rental Agreement, or Other: _____, dated October 17, 2016, on property known as: 517 Oakland Ave, Oakland, CA 94611-5428 ("Property") in which Andrew Barinov, Dan Klos, Joshua Encarnacion and Maurice Wilkins is referred to as Buyer or Tenant and Mira Vista Properties 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.

Mira Vista Properties 10/20/2016 1:48:59
Seller or Landlord Mira Vista Properties Date

Seller or Landlord _____ Date

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Buyer's/Tenant's Initials (AB) (JE)
Reviewed by _____ Date _____



**FLD REVISED 11/10 (PAGE 1 OF 2)
LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE (FLD PAGE 1 OF 2)**

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.

By _____
(Please Print) Agent (Broker representing Seller or Landlord) Associate-Licensee or Broker Signature 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.

Andrew Barinov, Dan Klos 10/21/2016 7:05:03 AM Date

Joshua Encarnacion and Maurice Wilkins 10/21/2016 11:59 PM Date
10/22/2016 12:22 AM

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.

By _____
Agent (Broker obtaining the Offer) Associate-Licensee or Broker Signature Date

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CITY OF OAKLAND

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

Housing and Community Development Department
Rent Adjustment Program



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

HEARING DECISION

CASE NUMBER: L17-0018, Ghahyaz v. Tenants

PROPERTY ADDRESS: 517-519 Oakland Avenue, Oakland, CA

DATES OF HEARING: June 8, 2017, November 13, 2017, December 29, 2017

DATE OF DECISION: February 26, 2018

APPEARANCES: Faramarz Ghahyaz, Owner

No appearance by any tenant

SUMMARY OF DECISION

The owner's petition is denied.

CONTENTIONS OF THE PARTIES

The owner filed a *Landlord Petition for Certificate of Exemption* on February 1, 2017, The petition requests an exemption from the Rent Adjustment Ordinance on the grounds of substantial rehabilitation.

No tenant filed a response to the petition.

THE ISSUE

Is the owner entitled to an exemption from the Ordinance based on substantial rehabilitation?

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PROCEDURAL HISTORY

The case was set for Hearing on June 8, 2017. At some point before the Hearing, the owner submitted 499 pages of documents related to his claim, which predominantly consisted of invoices, cash receipts and checks. The documents were in no observable order. They were not organized by date, or by category, or work performed on the property. Some permit documents were produced, but they were illegible. At the Hearing the documents were returned to the owner. He was informed that he had to produce all invoices and proofs of payment for all work performed, along with readable permits and evidence of square footage. (No evidence of square footage was originally provided.)

An *Amended Notice of Hearing* setting the Hearing for October 17, 2017. On August 18, 2017, the owner submitted a *Request to Change Date of Proceeding* based on his plans to be out of the country. His request was granted and a Hearing was set for November 13, 2017.

At the Hearing held on November 13, 2017, it was clear that the owner had again failed to produce the requisite documents and many of the documents he produced were not in order and were illegible. There was no square footage documentation provided showing the new square footage after construction. There were also numerous invoices that did not have proofs of payment and proofs of payment that did not have invoices. Mr. Ghahyaz testified that there were not yet finalized permits and there was no *Certificate of Occupancy*. Again the documents were returned to Mr. Ghahyaz. He was told that he was required to produce "a finalized permit" and "for every invoice, a corresponding proof of payment."¹ An *Order and Amended Notice of Hearing* was sent to the parties which said:

"The following documents are required:

1. A Certificate of Occupancy or finalized permit;
2. Proof of payment of the Oakland Business License;
3. Proof of payment of the Rent Program Service fee;
4. Organized, legible, documentation showing the invoices and proof of payment for all expenses incurred; and,
5. Evidence of the square footage of the completed building."

EVIDENCE

General information: The owner testified that he purchased the building in 2004. At the time, it was a 2-story single family home with approximately 1,500 square feet of space. When purchased, the building was considered "uninhabitable" by the City and had been red tagged. He had the original permit to raise the house and add a unit for the planned work issued in January of 2006. He is not a contractor. He owns other property but testified that he did not have work being done on the other property at the same time as

¹ Tape Recording November 13, 2017 at 16:00-16:26

he was working on this project. The work on this project was completed in 2015. The owner later testified that he remodeled his own home at some point during the time that the work on this project was taking place. He indicated that he did not provide the invoices for the work he did on his home project in the stack of documents produced to the Rent Adjustment Program (RAP).²

The owner produced the plans for the permit.³ The plans show that the building, as completed, is 3,377 sq. feet.

The owner additionally produced proof of payment from November of 2016 of payment of his *RAP fees* and *Business Tax*, and proof of payment of his *Business Tax* and *RAP fees* in 2017.⁴

The owner produced photographs of before and after pictures of the property.⁵ The photographs show that the building was in disrepair before the project started.⁶ The owner testified that he had to excavate a substantial amount of soil to create parking spaces for the units. This involved a substantial amount of exterior work done including installing a 10-foot retaining wall in the rear of the building. The photographs show the parking areas and retaining walls.⁷

Note that the invoices provided often show the method of payment, be it cash, credit card or check. (For example, see invoice at Exhibit 16, p. 6, which shows a \$632 cost from *Economy Lumber* which was paid for by a credit card for \$200 and cash of \$432. Additionally, there are many such invoices showing payments by some combination of check and cash.)

The invoices produced are varied. Many of them clearly show the amount paid and how it was paid and the payments are shown in typed form in the same general type of the invoice itself. (See for example, all *Economy Lumber* invoices in Exhibit 17). However, certain invoices are written on them as "paid cash" in handwriting. Additionally, many of the invoices have notes that assumedly were written by the owner.

At the last Hearing, held on December 29, 2017, the owner was shown multiple illegible invoices in the documents he had provided. He was given an opportunity to produce clean copies of these unreadable invoices by January 4, 2018. On January 4, 2018, the owner produced a variety of legible invoices that were duplicate copies of prior illegible invoices. These invoices were added to the Exhibits as Exhibit 18a. On January 10, the owner produced additional Exhibits, which were marked into evidence as Exhibits 57-59. All of these invoices produced in Exhibit 18a were duplicate copies of illegible receipts provided under the electrical or plumbing expenses category. The documents produced in Exhibit 57 included permit information and the documents produced in

² Tape recording December 29, 2017 at 50:00-50:30

³ Exhibit 1, p 1

⁴ Exhibit 1, pp 2-3 and 10

⁵ Exhibit 56

⁶ Exhibit 56, photos 1-5

⁷ Exhibit 56, photos 7 and 9

Exhibits 58 and 59 were more complete copies of invoices previously produced in the windows and doors exhibit (Exhibit 11).

Additionally, throughout the Hearing the owner was sometimes unable to explain what a particular cost was for or clearly explain the circumstances regarding the expenditures made. The owner did not do any of the work on the project, and did not produce any evidence from the main laborer on the project. He testified at first that he did not have a finalized permit, when he actually did have a finalized permit. Because of his confusion about what evidence was necessary, the owner was given multiple opportunities to provide the requisite documentary proof.

Permits: The owner testified that permits were originally taken out soon after he bought the property but he was not able to complete the work within two years because he ran out of money. He went through a bankruptcy process in 2008 and he did not have financial resources to complete the building. He sold a different property to complete the work on this building. He kept the permits active during all the time the work was ongoing.

The permits and proofs of payment provided show a permit was taken out on March 12, 2004, to remove the garage structure on the property.⁸ An additional permit was taken out on March 17, 2004. While it is not possible to read the whole permit taken out on that date because of the way the owner copied it, the record appears to be to do work on the foundation.⁹

The owner produced a *Permit Job Card* for this property which shows that initial work was done on the permits received for this building in 2006 (slab and embed), 2008 (shear wall/roof), 2010 (piping and wiring) 2011, and 2012.¹⁰ The owner also produced a *Permit Inspection Record* for the building. It shows that on September 30, 2014, a permit was issued to “complete expired RB0503720-Raise (E) 2 story SFD to create unit on lowest level. Add & remodel of kitch(en), bedrm, bath on main & upper levels. 2nd egress stair, misc. Add 1415 sq. ft, 2 bedrooms.”¹¹ This permit was finalized on January 24, 2017.¹² The associated mechanical, electrical and plumbing permits were also finalized.¹³

Additionally, the owner produced a *Record Detail with Inspection Log* from the City of Oakland, showing that on April 20, 2016, a permit was opened to complete RB1401801-expired RB0503720, to do the work described above.¹⁴

The owner produced a variety of invoices from the *City of Oakland* for permit expenses. (See Exhibit 29 and 30). The permit records are often unreadable, because the owner

⁸ Exhibit 29, page 3 shows the permit for the garage demolition. Exhibit 29, page 2 is an unreadable permit that appears to be for the work done on the foundation of the whole building.

⁹ Exhibit 29, page 2

¹⁰ Id.

¹¹ Exhibit 57, p 2

¹² Exhibit 57, p 1

¹³ Exhibit 57, p. 6

¹⁴ Exhibit 1, p. 4.

copied the proof of payment on top of the permit record such that the address and work done is often obscured.¹⁵ In some cases, the owner also produced other documentation showing the same charges from the *City of Oakland*. Additionally, the owner produced a payment relating to a performance bond purchased from the *City of Oakland*. Some of the transaction receipts from the *City* show that there was an additional charge associated with the bond-processing fee.¹⁶

The owner additionally produced a bank record from the *Bank of Alameda* showing a \$2,500 withdrawal payable to the City of Oakland. There is no record as to what this payment was for.¹⁷

Professional Expenses: The owner testified that he hired *William Coburn* as the architect on the project. A handwritten *Memorandum of Understanding* dated June 2, 2009, was produced showing a cost of \$10,000 for architecture services on the project and an additional cost of \$100 for architectural drawings.¹⁸ The owner produced checks to *William Coburn* in the amounts of \$100 (1/7/11), \$200 (4/6/11), \$100 (8/4/14), \$200 (10/6/14), \$200 (1/16/15) and \$100 (1/21/15).¹⁹

The owner also produced an unnamed invoice from December 16, 2014, for \$560.²⁰ The document states that it was for “resourcing cabinetry, lighting, bathroom and kitchen fixtures”. The total was for \$560. The owner testified that this invoice was from *Tom Hemenway*, a construction engineer. In the owner’s check exhibits, there is a \$560 check made payable to *Carol Arnold* on December 19, 2014.

The owner produced a check to *Andreas Deak* for \$450.²¹ No invoice was provided. He testified that Mr. Deak did a property survey on the property.²²

The owner produced two invoices from *Carol Arnold* for interior design services.²³ He produced proof of payment.²⁴

Foundation Expenses: The owner produced invoices from *Right Away Ready Mix*, *Acapulco Rock and Soil*, *Rebar Inc.*, *Jimmy’s Concrete Pumping*, *Perez Concrete Pumping*, *Alco Iron & Metal*, for foundation expenses.²⁵ Some of the invoices were

¹⁵ For example, Exhibits 29, p. 1

¹⁶ See for example, Exhibit 30, p. 4

¹⁷ Exhibit 29, p. 19

¹⁸ Exhibit 3, p. 1-2

¹⁹ Exhibit 55

²⁰ Exhibit 3, p. 3

²¹ Exhibit

²² Note that the survey costs are listed in the survey section below.

²³ Exhibit 3, pp 5-6

²⁴ The owner produced additional payments to *Carol Arnold*, see for example, Ex. 55, p 108, which is a \$550 check to Ms. Arnold dated July 17, 2014. Where there is no invoice, these amounts are not listed in the spreadsheet. (see below.)

²⁵ Exhibit 4

unreadable, and if they were not legible, they are not listed on the attached spreadsheet.²⁶

Plumbing Expenses: The owner produced invoices for work done on the plumbing operations in the building. See Exhibit 5 and Exhibit 18a.²⁷ Some of these invoices included the costs of tools, like hole saws. The owner testified that some tools “wear out” during the course of construction. Additionally, some of the invoices were illegible. The owner produced some legible copies of the bills in Exhibit 18a. If no legible copies were produced, the invoices are not listed on the spreadsheet.

The owner additionally testified that Pablo Richards installed two tankless water heaters. There is a handwritten invoice.²⁸ The invoice states the total is \$2,700. There is a notation on the invoice that states “Paid cash” and that a \$1,000 deposit was paid and that \$1,700 was remaining. There is no proof of payment of the \$1,700.

Additionally, the owner testified that Exhibits 45 and 46 were for plumbing expenses. All the invoices provided show that they were cash sales or were paid by credit card.

Electrical Expenses: The owner testified that he had electrical expenses in the course of the work done on the building. He produced multiple credit card charge slips that do not show any detail as to what was purchased. These are not listed on the spreadsheet, unless the detailed invoice page was also included.²⁹

As noted above, the owner did produce additional legible copies of some of the invoices.³⁰ If legible copies were provided, they are listed on the spreadsheet.

Tile and Flooring Expenses: The owner testified that he put in new flooring in various places throughout the building. He produced a variety of invoices and proofs of payment from *Import Tile* and *Carpet One*. Some of the invoices are illegible.³¹ Where it is impossible to read what was purchased or the amounts charged or paid, the costs are not listed on the attached spreadsheet.

Sewer Lateral: The owner testified that a new sewer lateral was installed. He produced checks to *Drainline Plumbing*.³² No invoices were provided. The owner testified he “believes” he has a finalized permit for the sewer lateral. No sewer lateral permit was provided.

Dirt Removal: The owner testified that *Friendly Hauling* was hired in 2015 to haul away dirt for the creation of the exterior space for the retaining walls, parking area and landscaping. He produced an undated invoice from *Friendly* for \$12,100 to remove

²⁶ See for example, Ex. 4, pp. 5, 7, 14, and 15

²⁷ Exhibit 18a was provided after the Hearing. It is duplicates of invoices previously provided that were illegible.

²⁸ Exhibit 5, p. 11

²⁹ See for example, Exhibit 6, pages 1

³⁰ See Exhibit 18a

³¹ For example, See Exhibit 7, p. 8

³² Exhibit 8

dirt.³³ The owner produced checks to *Friendly Hauling* for \$1,000, dated November 18, 2010, for \$700 dated December 3, 2010, for \$400 dated, November 14, 2011; for \$1,500 dated November 11, 2014, for \$1,500 dated January 9, 2015, for \$1,100 dated April 10, 2015, for \$1,000 dated April 10, 2015, for \$1,000 dated May 18, 2015, and for \$500 dated January 23, 2016.³⁴

The owner was asked what other invoice shows the evidence of the work done on the retaining walls, and he had no other information. The owner was asked whether he did any outside work and moving of dirt or building a driveway and he said “the excavation we did was for the parking, so we can make parking because the....” He was then asked “where was the excavation, was that part of something we have already looked at, the excavation costs?” He responded: “Yes, the excavation costs....Friendly Hauling.” “Where was the parking area? It shows on the pictures, on the back of the house.” (Tape Recording December 29, 2017, 1:10-1:11)

Painting Expenses: The owner testified that he did interior and exterior painting of the premises. He produced a variety of invoices for this work, including a charge from *Home Depot* for the purchase of all-purpose sand.³⁵ He did not know what the sand was used for. As in other categories, some of the exhibits were illegible.³⁶

Windows, Doors and Stairs: The owner testified that the invoice provided in Exhibit 11 were for the cost of windows. He produced a September 3, 2013, charge slip from *Home Depot* showing a total charge of \$13,024.46, paid by \$12,864.45 in cash and a check payment of \$160.01.³⁷ The *Home Depot* change order which was copied on the same paid of the receipt, shows that the change order was for interior oak doors.³⁸ This charge order shows a “merchandise net change” of -\$11,802.25, however, the entire charge is not visible because the owner only produced one of a four page order form.

The owner also produced a charge slip from *Home Depot* for \$1,079.08 for the purchase of stair tread and other lumber.³⁹ The owner produced a charge slip from *Home depot* for \$1,723.59 for the cost of several windows.⁴⁰ He also produced one page of a 17-page *Special Services Customer Invoice* from *Home Depot* for the purchase of windows. This invoice shows a charge for \$10,202.17, but since 16 of the pages are missing, it is impossible to tell what the charges are for.⁴¹

After the Hearing, pursuant to an Order allowing the owner to produce better copies of the illegible invoices previously produced, the owner produced Exhibits 58 and 59.

³³ Exhibit 9, page 1

³⁴ Exhibit 55, multiple pages

³⁵ Exhibit 10, p 10

³⁶ For example, see Exhibit 10, pp. 2-3. (Note that the owner writing in the total does not solve the illegibility problem.)

³⁷ Exhibit 11, p. 1

³⁸ Exhibit 11, p. 1

³⁹ Exhibit 11, p. 2

⁴⁰ Exhibit 11, p. 3

⁴¹ Exhibit 11, p. 4. The owner was given the opportunity to produce this entire document within 7 days of the last Hearing. It was not provided.

Exhibit 58 is an invoice from *Home Depot*, for the purchase of *Anderson Windows*, showing a cost and proof of payment of \$10,202.07.⁴² Exhibit 59 is another invoice from *Home Depot* for interior doors totaling \$13,024.46. Proof of payment was provided.

Utility Expenses: The owner testified that he had to pay *PG&E* \$10,645.34 to install a new gas line and electric service.⁴³ No proof of payment was provided.⁴⁴ He also had to keep both water and electricity running during the course of the construction. He provided one *EBMUD* bill for \$929.55, dated March 13, 2015, with a note on it saying that it was paid by check number 1251, for \$1,117.10.⁴⁵ He produced an additional *EBMUD* bill for \$316.63 with a billing date of October 8, 2015, along with proof of payment.⁴⁶ Additionally, a check to *PG&E* for \$1,500 was provided, with no explanation as to what it was for and no comparable bill.

Framing and Wood Expenses: The owner produced 5 exhibits of expenses for framing, wood and other supplies for the project. (See Exhibits 13-17). These are all listed in the same category in the spreadsheet. Some of the documents show the same purchases, but are duplicated in the documents produced. Each charge is only listed once. Additionally, some of the invoices are virtually illegible or do not show the actual items purchased.⁴⁷ If the invoice is completely illegible (as in Exhibit 16 page 2, it is not listed on the spreadsheet.)

Additionally, where the owner produced a check without a corresponding invoice, it is not listed in the spreadsheet. (For example, Ex. 16, p. 27, see discussion below on required documentation.)

The owner produced several invoices from SF Victoriana. One was dated December 10, 2012 (Ex. 14, page 12) and an undated invoice (Ex. 15, p. 16). He produced a check to SF Victoriana dated August 12, 2010, for \$1,459.17, which does not line up with any invoice. (Ex. 55, page 60).

Labor Expenses: The owner testified that Jaime Villasenor was the primary laborer on the project. He did not provide any invoices for any of the work performed for Mr. Villasenor. The checks to Mr. Villasenor were produced in Exhibits 18-21 and again in Exhibit 55. Additionally, another worker Emilio Perez also did work on the project. He was paid in cash. The owner produced receipts from Mr. Perez showing the cash payments. (Exhibit 22, pp 1-2). The owner also produced written statements from Tomas Arvizo, Juan Castaneda and Faustino Perez, regarding receipts of a variety of

⁴² The owner also produced this check in Exhibit 55 (see check number 253 at page 34.)

⁴³ Exhibit 12, p.

⁴⁴ The owner produced 165 pages of checks. However, this invoice was undated and it was not possible to know where within these checks this payment would be. The entirety of Exhibit 55 was reviewed and no check to *PG&E* in this amount was found.

⁴⁵ Exhibit 12, page 1, and Exhibit 55, p. 143

⁴⁶ Exhibit 12, p. 5

⁴⁷ For example, see Exhibit 14, p. 10, Ex. 14, p. 18, Ex. 16, p. 2, Ex. 16, p. 30, Ex. 17, p. 10, Ex. 17, p. 16-17

cash payments.⁴⁸ These statements do not say on what project these men were working nor is the year specified on any but one of the statements.

Steel Handrail and other expenses: The owner testified that he installed a steel handrail on the premises and provided an invoice from *Mission Iron Works* at a cost of \$2,200.⁴⁹ He produced a checks to *Mission Iron* for \$2,200.⁵⁰ The photographs show iron railings on the exterior of the premises.⁵¹

He also produced an invoice from *Acapulco Rock and Soil*.⁵²

Bathroom and Lighting Fixtures: The owner testified that Exhibits 24-26 were evidence of purchases he made for the bathrooms, lighting and mirrors on the subject premises. In Exhibit 24 there were several *Lamps Plus* invoices that were undated. Additionally, pages 6 and 7 seem to be duplicates.

The owner produced an invoice from *Bath Concepts Shower Enclosure* for \$991 dated December 5, 2014, for a shower enclosure.⁵³ The owner testified that this was paid by check. There is no reference on the invoice to show that it was paid. In the owner's Exhibit 55, there is a check dated January 8, 2015, payable to *Bath Concepts* for 591.68.⁵⁴ The subject line says "shower door". No other check payment to *Bath Concepts* was found in the relevant time period.

Insulation: The owner testified that he purchased materials for insulation. He provided invoices showing these purchases.⁵⁵

Appliances: The owner produced invoices showing the purchase of appliances.⁵⁶ He purchased two refrigerators, two ranges, two dishwashers, and one washer/dryer and a stove hood. After he bought one refrigerator and an oven they were stolen, so he had to purchase these appliances again.

Miscellaneous Expenses: The owner produced Exhibits 31-42 and 48-50, documenting expenses on miscellaneous items purchased for the project. Some of the documents are unreadable. Additionally, the owner testified that he purchased charcoal on various occasions for his own personal use; that he purchased tools (for example a Makita drill and an auger kit, a hose reel)⁵⁷; vegetables and manure and other plant matter for planting outside; and that the sand he purchased was for the exterior landscaping work. Some of the receipts reference food purchased as well as light bulbs. See the spreadsheet for details.

⁴⁸ Exhibit 22, pp. 4-5

⁴⁹ Exhibit 23, p. 2

⁵⁰ Exhibit 55, pp. 159 and 160

⁵¹ Exhibit 58

⁵² Exhibit 23, p. 1

⁵³ Exhibit 26, page 1

⁵⁴ Exhibit 58, page 126

⁵⁵ Exhibit 27

⁵⁶ Exhibit 28

⁵⁷ See Exhibit 31, page 8 and 9

The owner was asked whether he did any work installing sprinklers or watering system outside and he said he did. Those costs were in 2016, and the items were purchased from *Home Depot* and the work was done by *Jaime*.

The owner additionally testified that there were steer manure costs for landscaping and that he did install several hundred dollars' worth of plants on the property. The labor charges for the landscaping are not set out separately. Additionally, the owner produced invoices for the purchase of vegetable seeds and weed control products. He testified that the vegetables were for his own personal use.⁵⁸

Exhibit 31 contains unreadable receipts on pages 1, 12, and 15; multiple receipts that are partially or entirely for landscaping (page 2, 5, and 6); receipts for the cost of bulbs or tools (pages 2, 4, 8, and 9); receipts that include the purchase of charcoal (pages 3, 4 and 7); and receipts that include charges for soda (page 10.)

Exhibit 33 contains unreadable receipts on page 3, receipts that include charges for lightbulbs on page 5 and receipts that include the purchase of tools (page 10).

Exhibit 34 includes receipts that show charges for the purchase of water (page 7, 8, 10 and 13); receipts that include landscaping costs (page 12 and 21); receipts that include the cost of tools (page 14, 16, 20 and 22); and an unreadable receipt at page 20.

Exhibit 35 includes receipts that show the purchase of water or gum (page 1 and 3); receipts for landscaping (page 2 and 7 and 9) and unreadable receipts (page 2, 5, 6, 8 and 10.)

Exhibit 36 includes receipts that are unreadable (pages 1, 7 and 14); receipts that are for landscaping or the purchase of plants (page 1 and 3); receipts that are for lightbulbs or tools, charcoal or water (pages 2, 4, 10 and 11.)

Exhibit 37 includes receipts that are unreadable (pages 10, 11, 15 and 16); receipts that include the cost of water, snacks, tools and charcoal (pages 2, 12, and 16); and receipts that include the costs of landscaping, sod and plants (page 14, 15 and 16.)

Additionally, the owner produced multiple pages of *Home Depot* receipts that contained costs for tools, sod, manure, plants and other landscaping costs. Exhibit 37, page 15 contains a partially unreadable *Home Depot* receipt that includes costs for sod. The section showing the charge of 4 pieces of sod at \$7.27 each is readable, although the total is not shown. It is clear from the receipt that the total for that charge is \$29.08 (before tax.) Exhibit 37, page 16 shows two *Home Depot* receipts. One is unreadable. The other is for charges for multiple plants, soil and charcoal.

⁵⁸ See for example, Exhibit 34, p 21

Exhibit 38 contains charges for charcoal and water (page 3, 4 and 5), kneepads (page 9), a wet/dry vacuum (page 13), two unreadable receipts from the Berkeley Dump (page 14) and an unreadable receipt from Yen Lin Company (page 15.)

Exhibit 39 contains charges for sod staples (page 1); weed control fabric (page 1); a tarp used for landscaping (page 1); plants (page 2); manure and charcoal (page 2); an unreadable invoice from the Berkeley dump (page 9); and more plants (page 10 both sides and page 11). The owner testified that for the receipt that included the weed control fabric, page 1, (left side), that all the other costs were for landscaping as well.

Exhibit 40 contains a receipt from *Home Depot* where the item purchased is not listed (page 1), receipts that include the purchase of plants (page 5 and both sides of page 14), receipts that include the purchase of beverages (pages 8, 9, 12), a receipt that included the cost of a utility work light (page 11), receipts with unreadable dates which also contain purchases involving drip irrigation, (page 13), completely unreadable receipts (page 15), a check to *Superglass* for \$200, without a corresponding invoice (page 16), and the purchase of vegetables and foliage (page 18). Additionally, there are several purchases made three or more months after the permits were finalized (page 3). The owner testified that the receipt from *Superglass* was for glass that was purchased for some windows.

Exhibit 41 contains receipts from *Home Depot* where the entire receipts are for the costs of soil and landscaping (page 7 on right, both receipts on page 8), and a completely unreadable receipt (page 10). The owner had crossed out the invoice on page 7 because it was for his own personal use.

Exhibit 42 contains receipts for landscaping (pages 1 on right, both receipts on page 2, page 9 and page 10 on left), unreadable receipts on pages 4, 5, 6, 7, and 8 and a receipt that included the cost of beverages on page 8. The owner testified that the receipts in this packet for landscaping costs in 2007 were actually for his own personal use and that the receipts got "mixed up" with the receipts from this project. The landscaping costs for this project were actually done in 2016, and not 2007.

Exhibit 49 contains an invoice from *Applied Materials Engineering* (page 7) with a charge of \$844.16, dated October 29, 2006. No indication of what was purchased is listed. This shows a 90-day overdue payment. No proof of payment was provided. Additionally, in Exhibit 49 there are three pages of receipts from *Berkeley/Oakland Ready Mix* at pages 9-11. Two of them are the same receipt showing the purchase of cement for \$2,349 (page 9 and 11). The owner produced a receipt showing that he paid this charge in cash. (page 8). The additional receipt from *Ready Mix* is for \$1,174.50. There is no proof of payment of this receipt.

Cabinets and Marble: The owner testified that he purchased cabinets for the units from *Modern Cabinet Corp.* He produced an invoice from *Modern* for \$25,000, which shows proof of payment of \$12,000 and an additional \$12,700 check paid on December 5,

2014.⁵⁹ He produced another invoice from *Modern* showing an additional charge of \$265.⁶⁰ The owner additionally produced an invoice from *Golden State Marble (Dal-Tile)* for granite for \$2,478.58 with proof of payment.⁶¹ Additionally, a second invoice from *Golden State* was provided for \$7,500 with proof of payment.⁶²

Surveying Costs: The owner testified that he hired *Thomas Hemenway, PE*, to do a site inspection on the premises. He provided invoices for \$400 and \$150.⁶³ Additionally, he provided an invoice from *Andreas Deak* for a boundary survey done soon after he purchased the property in 2005.⁶⁴ He produced proof of payment.

Concrete Costs: The owner produced two invoices for concrete purchased for the foundation.⁶⁵ These invoices were dated October of 2006, when the foundation work was done, at the beginning of the project and both show a "balance due". The owner additionally produced two checks made payable to *Berkeley/Oakland Ready Mix* from October of 2006. These invoices are combined together on the spreadsheet.

The owner also produced two additional concrete bills from January of 2007 (See exhibit 49, pp 8-11). The owner testified that *all* concrete work was for the exterior walls that were built for the parking area on the back of the property.

House Moving: The owner testified he had to lift the house up in order to do the work on the project. He produced invoices for the cost of this work.⁶⁶ He testified that he had produced the checks for those payments paid by check in Exhibit 55.

Additional Labor Expenses: The owner produced two handwritten document listing all his labor expenses (See Exhibit 53 and Exhibit 54). He testified that this is a compilation of all the checks he has written, which are evidenced in Exhibit 55, for labor expenses. He further testified that he does not have any invoices for any of these laborers. These costs are not listed in the spreadsheet (see below regarding how expenditures without invoices are not allowed.)

Other Checks and Account Statements Provided: The owner produced a 165 page document (Exhibit 55) evidencing two credit card account statements (pages 1-3) and then 161 pages of bank statements and checks beginning in 2006. The owner highlighted those check payments he claims are check payments made on this project. The owner

⁵⁹ Exhibit 32, page 1 and Exhibit 55, page 120

⁶⁰ Exhibit 32, page 4

⁶¹ Exhibit 32, page 2 and Exhibit 55, page 125

⁶² Exhibit 32, page 3 and Exhibit 55, pages 126 and 134

⁶³ Exhibit 43, pages 1-2. The owner additionally produced payments to *Hemenway* for which there were no invoices. See for example, Exhibit 55, p 129, which shows check number 1165 for \$1,000, as well as others. As noted above, if there was no invoice, it is not listed in the spreadsheet.

⁶⁴ Exhibit 43, p. 4. The owner additionally produced other payments to *Deak* evidenced in the Exhibit of checks, number 55.

⁶⁵ See Exhibit 44, pp 1-2

⁶⁶ Exhibit 47

did not attach these payments to invoices. Since the invoices are required, only those checks for which the owner produced an invoice are listed on the spreadsheet.⁶⁷

The Spreadsheet: Attached as Exhibit "A" to this Hearing Decision is a spreadsheet that lists those legible invoices provided by the owner. As noted above, a number of the invoices were entirely illegible. Those were not included.^{68, 69} (See discussion of allowable expenses, below.)

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Are the units exempt from the Rent Adjustment Program because they have been Substantially Rehabilitated?

1. The Ordinance and Legal Analysis:

O.M.C. § 8.22.030(A)(6) states that dwelling units located in "substantially rehabilitated buildings" are not "covered units" under the Rent Ordinance. Additionally, the Ordinance states that:

- a. "In order to obtain an exemption based on substantial rehabilitation, an owner must have spent a minimum of fifty (50) percent of the average basic cost for new construction for a rehabilitation project and performed substantial work on each of the units in the building.
- b. The average basic cost for new construction shall be determined using tables issued by the chief building inspector applicable for the time period when the substantial rehabilitation was completed.
- c. An Owner seeking to exempt a property on the basis of substantial rehabilitation must first obtain a certificate of exemption after completion of all work and obtaining a certificate of occupancy. If no certificate of occupancy was required to be issued for the property, in lieu of the certificate of occupancy an owner may provide the last finalized permit. For any property that has a certificate of occupancy issued on or before the date of enactment of this subparagraph O.M.C. 8.22.30B.2.c. for which an Owner claims exemption as substantially

⁶⁷ For example, the owner produced check number 2549 at page 9 of Exhibit 55. This is a \$3,637.11 check to the *City of Oakland*. No corresponding invoice (or even series of invoices) was provided. Another example is check number 2676 at page 13 of Exhibit 55. This is a \$1,752.87 check to *Build-Tek*. No corresponding invoice was provided. Therefore, these checks are not listed on the spreadsheet. There are multiple other examples.

⁶⁸ The excluded invoices include certain invoices which were illegible except for a handwritten number (in all likelihood written by the owner) purporting to show the invoice total.

⁶⁹ It is possible to determine the missing invoices by looking at the spreadsheet. The "Evidence" column lists the documents that were referred to in determining the numbers listed on the spreadsheet. These are in relative order to the way they were produced. Therefore, if the Spreadsheet, under Foundation expenses, shows an entry in "Evidence" for Exhibit 4 pages 1-4, and then Exhibit 4, page 6, then Exhibit 4, page 5 was left out as illegible.

rehabilitated, the Owner must apply for such exemption not later than June 30, 2017 or such exemption will be deemed vacated.”⁷⁰

Subparagraph (c) to the Ordinance was enacted on February 7, 2017. Other than that addition, the Ordinance enacted on February 7, 2017, is not different than the previous version of the Ordinance. The owner filed its petition in this case on February 1, 2017.

Both the 2017 and the 2014 versions of the Rent Adjustment Regulations relevant to substantial rehabilitation state:

“(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.” O.M.C. Regulations § 8.22.030(B)(3).

Here, the owner is seeking an exemption from the City of Oakland’s Rent Adjustment Ordinance. The general rule of law about exemptions is that they are to be “strictly construed.” See *DaVinci v. San Francisco Residential Rent Board*, (1992) 5 Cal. App. 4th 24, 27. In *DaVinci* the Court cited *Barnes v. Chamberlain* (1983) 147 Cal. App. 3rd 762 in stating that:

“In interpreting exceptions to the general statute courts include only those circumstances which are within the words and reason of the exception. ... One seeking to be excluded from the sweep of the general statute must establish that the exception applies.”

Additionally, the Court in *DaVinci* stated that the rules regarding the interpretation of a municipal ordinance are the same rules as those that govern the construction of statutes. *DaVinci* at 27, citing *City of Los Angeles v. Los Olivos Mobile Home Park* (1989) 213 Cal. App. 3^d 1427, 1433. In other words, an owner has the burden to prove an exemption, and any attempt to exempt a property from the Ordinance must be strictly construed.

In order to do the necessary mathematical calculation, it is necessary to look at the tables issued by the Building Services agency which refer to a dollar amount per square foot for new construction of a duplex. (Exhibit “B” attached). While this work was done over a 13 year period, the available *Construction Valuation* table dated closest to the permit completion date is the correct table to use. The *Construction Valuation* table for January 1, 2017, shows that the square footage cost of new construction of a duplex was \$196.12 in the requisite time period.

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⁷⁰ O.M.C. § 8.22.030(B)(2)(a-c)

2. Square Footage:

At the hearing, the owner representative presented the plans that showed that the square footage of the building, after the work was completed was 3,377 square footage. The information contained in this document, together with the owner's testimony, is found to be reliable evidence.

In this case in order to qualify for the substantial rehabilitation exemption the owner must establish that he has expended costs in excess of \$331,149. $(3,377 \times \$196.12 \div 2)$.

3. The owner's petition for exemption is denied because the work was not done within a two-year period of taking out the permits.

The owner testified that he purchased the property in 2004. While he testified that the first permit was taken out in 2006, the evidence he produced shows that the first cost expended was in March of 2004, when he purchased a permit for the garage demolition. (See spreadsheet). Additionally, it appears that in March of 2004 he also took out the first permit for the foundation work done to the building.⁷¹ The last expense was in April of 2017, when he purchased materials for the project, despite the fact that the permits were signed off in January of 2017. As noted above, the Regulations state that for a substantial rehabilitation project to be entitled to an exemption, the work must be done within two years of the building permit being taken out, unless there is good cause shown.

Here, the evidence establishes that the initial permit was taken out in 2004. It was finally signed off in 2017, a thirteen year period. The job card shows that substantial work was performed in 2006, 2008, 2010, and 2012. The spreadsheet shows that the owner was seeking to use proof of payments for work done in every year since 2004.

While the owner testified that he kept the permits open by paying for inspections every six months, the evidence is clear that this job took 13 years to complete. The financial problems the owner testified to might have been sufficient to increase the requisite time by a year; but there is no allowance in the law that giving an owner 6.5 times the length of time expected for a project to be completed is warranted. There is no "good cause" sufficient enough to allow a 13-year long project to qualify for a substantial rehabilitation exemption. Therefore, before any consideration of the actual expenses, the owner's petition is denied. The subject units are **not** exempt from the Rent Adjustment Ordinance.

4. Even if there was good cause for the project to take 13 years, the owner did not meet the requirement that he spent 50% of the basic cost of new construction.

While the owner's petition is denied on the basis of the work not being done in a 2-year period, even if this standard did not apply (or there was good cause to extend for 13

⁷¹ While Exhibit 29, page 2 is illegible, a permit was taken out on March 17, 2004, for which the owner paid \$653.71. In all likelihood, this is the first permit for the work on the building remodel.

years), the owner has not provided evidence to establish the requisite funds were expended.

a. What expenses can be considered?

In a precedent decision, the Housing, Residential, Rent and Relocation Board held that:

“[I]n order for a landlord to establish an exemption for a substantially rehabilitated building . . . a landlord must provide evidence independent of his own testimony or summaries prepared in anticipation of the hearing to substantiate the costs of new construction”⁷²

The applicable rules of evidence are stated in Government Code § 11513⁷³:

Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs . . .

The California Evidence Code states: “If weaker and less satisfactory evidence is offered when it was within the power of the party to produce stronger and more satisfactory evidence, the evidence offered should be viewed with distrust.”⁷⁴

A variety of times throughout the voluminous documentation produced, the owner produced illegible, or partially illegible documents. Documents that were entirely illegible are not listed on the spreadsheet and cannot be considered here. This is true even where the owner wrote the amount charged on the receipt/invoice. Furthermore, the owner was given four opportunities to produce legible documents.

In order to establish an allowable expense, the owner must produce the actual invoices, proposals, or estimates along with a proof of payment. An invoice alone is not sufficient evidence of an expense. Similarly, proof of payment alone is not sufficient; a corresponding invoice must be provided.

The reasons that invoices or contracts are required is because these documents explain the work done. Since the work must be to the building (and not to landscaping or driveways) and must be for permanent installations (and not impermanent appliances), it is imperative to view and analyze the proper documentation. Furthermore, when an owner owns multiple pieces of property, the invoices allow analysis as to whether or not the cost in question was expended on the property in question. This is particularly true where, as here, the owner testified he was doing a remodel job on his home during some portion of the time period he did work on the subject building. Still further, the owner in

⁷² *HRRRB Decision, T04-0158, Ulman v. Breen & Orton*

⁷³ Regulations, § 8.22.110(E)(4)

⁷⁴ Evidence Code, § 412

this case testified that multiple items purchased in the numerous *Home Depot* receipts provided were actually for his personal use.

The reason that proof of payment is required is because evidence of invoices alone do not establish that a bill has been paid. It is common knowledge that many invoices are renegotiated after work is done. Without evidence of both an invoice and proof of payment, the costs are not credited here.

b. Spreadsheet information:

Attached to this Hearing Decision as Exhibit "A", is a spreadsheet documenting all invoices and/or proof of payment provided by the owner that were legible.

The spreadsheet has a column for "invoice" and a column for "proof of payment". Where there was a discrepancy between the invoice amount and the proof of payment, the lower figure was included in the spreadsheet in the column "allowable amount".

Additionally, there is a section on the spreadsheet entitled "cost removed." Where there is either not an invoice or a proof of payment, the allowable amount is listed as "zero" without a notation in the "cost removed" category. However, for any other reason that a cost was removed, the cost removed is listed in the "cost removed" column and then explained in the "reason for not granting" column.

In each case, where specific items were subtracted, a 9% tax for that particular charge was added to the total price that was then subtracted from the receipt price. Since this case had costs expended over a 13-year period (2004-2017), the tax rate changed multiple times. It would have been onerous to figure out the tax rate separately as to each receipt. Therefore, a 9% tax was added to any cost item removed from the *Home Depot* or other vendor receipts.

Additionally, there is a column in the spreadsheet that lists the reasons for the denial of each listed cost.

c. The work must be done on the building itself and must be a permanent installation

In certain circumstances in this case the owner has produced invoices that are not for work done to rehabilitate the building; but instead are for other costs related to the project. For example, the work for the concrete work performed outside the building is not allowed. Neither is the cost of any landscaping. In order for a cost to be eligible as a substantial rehabilitation cost it must be for work done on the structure of the building. This is especially true because the calculation is based on the square footage of the building and does not include the square footage of the landscaped area, the driveway, or the parking area.

The same is true for appliances that are not built in to the building. The purchase of a refrigerator is not a structural improvement. Therefore, costs expended for removable

appliances are not allowable cost items. On the other hand, built in appliances like washer/dryers, dishwashers and stoves are allowable expenses.

Additionally, the owner produced many receipts which documented the purchase of tools, water, Kingsford charcoal, and lightbulbs. Tools that are not "used up" in the course of construction are not allowed as an expense as they are not installed in the building, they belong to the owner (or its workers) and are a cost of doing business. Where it was clear that the tool purchased was for something that would likely get used up in the course of construction, like a drill bit, it was allowed. However, where it is a cost for wet dry vacuum, kneepads, a Makita drill, a hose reel, and the like, the costs were removed. Additionally, the cost of water and snacks for the workers are not a cost to the building. Neither is the cost of charcoal. Finally, lightbulbs are not built into the building and are not an allowable expenses. Whenever these costs were found on the many *Home Depot* and other vendor receipts, they were removed (and are listed on the spreadsheet in the cost removed column.)

d. The owner established the costs shown below

i. Permits and Fees (Exhibits 29 and 30)

The owner provided evidence showing expenses paid for permits received related to this project. Where he had invoices and proof of payment, the payments were allowed, provided that it was for work done to the building. For example, the permit cost to remove the garage was not allowed, as it was not a cost for the building.

Additionally, the bond processing fee, related to the performance bond required by the City, is not an allowable cost, as it is not related to the project, but instead is related to the owner's financial situation. Still further, where the document was unreadable, or no invoice was provided, the cost was not considered. This includes the proof of payment of \$2,500 to the *City of Oakland* where no invoice was included.

According to the spreadsheet, the owner proved \$6,490.27 in allowable expenditures on permit fees.

ii. Professional Expenses (Exhibit 3)

The owner provided invoices from *William Coburn*, the architect showing invoice charges of \$10,100. He produced proof of payment showing payments to *Coburn* totaling \$900. The payment amount is allowed.

Additionally, the while the owner testified that the "unnamed" invoice was from *Tom Hemenway*, it is much more likely that the cost of choosing cabinetry would be done by an interior designer than a construction engineer. Since there is a check payable to *Carol Arnold* in the same amount of the invoice on December 19, 2014, three days after this invoice was dated, this amount is allowed.

In this category, the owner established \$3,310 in allowable expenditures.

iii. **Foundation Expenses (Exhibit 4)**

The spreadsheet shows allowable expenses in this category of \$5,619.57. Where there was no proof of payment, the cost was not allowed.

iv. **Plumbing Expenses (Exhibits 5, 45 and 46)**

For those legible invoices provided by the owner, the owner established costs of \$11,305.97 in this category. This does not include the cost of any tools, or any invoices for which he did not provide proof of payment. See spreadsheet for details.

v. **Electrical Expenses (Exhibits 6 and 18a)**

In this category, the owner established proof of invoices and payments to vendors totaling \$4,221.27 for electrical expenses on the project. Note that duplicate receipts were removed.

vi. **Tile and Flooring Expenses (Exhibits 7)**

In this category, some of the owner's documentation was entirely unreadable and those costs are not listed on the spreadsheet at all. Additionally, where there was no proof of payment, the cost was not allowed. Here, the owner produced an estimate for hard wood floors. There was no documentation to show that the estimate was paid.

The owner established invoices and proof of payments of \$6,493.94 in this category.

vii. **Sewer Lateral (Exhibit 8)**

The owner did not produce a permit for the sewer lateral. Therefore, this cost is denied. A second reason the cost is denied is that there was no invoice from *Drainline Plumbing*.

viii. **Dirt Removal (Exhibit 9)**

The owner testified that that all the costs in this category were for the work done on the lot, exterior to the building for the retaining walls, parking area and landscaping. This is not an allowable expense in a substantial rehabilitation project and is therefore not considered here.

ix. **Painting Expenses (Exhibit 10)**

The owner produced multiple invoices in this category that are undated. Undated expenses cannot be considered because the owner must establish that the costs were expended within the time frame that the work was being done. In this category the owner produced allowable invoices and proof of payment of \$537.33.

x. Windows, Doors and Stairs (Exhibit 11)

In this category, the owner produced invoices and proof of payment showing costs spent of \$26,029.30.

xi. Utility Expenses (Exhibit 12)

The utility expenses for which the owner produced proof of payment, dates and invoices amounted to \$1,246.18. These costs are allowed.

xii. Framing and Wood Expenses (Exhibits 13-17)

The owner produced invoices and proof of payment totaling \$45,633.01 in this category.

xiii. Labor Expenses (Exhibits 18-22)

The owner produced no invoices for any labor expenses that are shown in this category. With no invoices, none of these costs are allowed. This is especially true in this case because there was a substantial amount of work done outside the building to build the concrete retaining walls and to do irrigation, and without the ability to parse an invoice into allowable costs and not allowable costs, there is no way to tell the costs expended for the outdoor work. Additionally, the owner testified that at some point in this construction project he did work on his own home. Without an invoice showing that the labor costs were for this location, the owner has not established his burden of proof that the costs were expended on this project. These costs are not listed on the spreadsheet at all and are denied.

xiv. Steel Handrail (Exhibit 23)

It is more likely than not that the steel handrail was exterior to the building, and therefore, not an allowable expense. The owner did produce one allowable expense with this Exhibit. Therefore, the owner is credited with \$462.41 in this category.

xv. Bathroom and Lighting Fixtures (Exhibits 24-26)

For those none duplicative invoices for which the owner has proof of payment and an invoice, and the invoices are dated, the owner has proven allowable expenditures of \$7,465.70 in this category.

xvi. Insulation (Exhibit 27)

The owner established proof of payment and invoices totaling \$2,074.80 in this category.

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xvii. **Appliances (Exhibit 28)**

Those installed and non-removable appliances for which the owner has shown invoices and proof of payment are \$6,409.66.

xviii. **Miscellaneous Expenses (Exhibits 31, 33-42, 48-52)**

In this category, non-readable or undated expenses were not considered. Additionally, within each invoice, a deduction was made for the costs of charcoal, food, water, lightbulbs, and landscaping expenses. Still further, tools that do not appear to be the kind of tools that get "used up" in the course of a construction project, were removed. This included for example, a Makita drill, an auger kit, and a hose reel.

Furthermore, the owner included two costs in his *Home Depot* receipts that were considerably past the finalized permit date. These costs were not included. (See spreadsheet for details). Finally, in several circumstances the owner produced duplicate receipts. The duplicates were removed.

The owner established allowable costs in this category totaling \$36,355.38.

xix. **Cabinets and Marble (Exhibit 32)**

The owner established allowable costs in this category totaling \$34,678.58.

xx. **Surveying Costs (Exhibit 43)**

The owner established allowable costs in this category totaling \$1,750.

xxi. **Concrete Costs (Exhibits 44 and 49)**

The owner produced evidence of concrete costs expended in October of 2006, when the permit records show the slab was embedded, and additional costs in January of 2007. While the owner testified that *all* concrete work was for the exterior walls, it appears that some of the concrete work was actually for the foundation, and this cost is allowed. Any cost spent on the exterior walls, as noted above, is not allowed.

The owner established \$2,436 of allowable costs in this category.

xxii. **House Moving (Exhibit 47)**

The owner established \$7,604.55 in allowable costs in this category.

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xxiii. **Additional Labor Expenses (Exhibits 53-54)**

As noted above, the owner produced a list of other labor expenses that he paid by check, in addition to those listed above. Any non-invoiced labor expense is not allowed. These checks are not listed in the spreadsheet and are not allowed here.

xxiv: **Package of checks (Exhibit 55)**

As noted above, the owner produced a large (165 page) packet of bank statement information in which he highlighted many checks and payments made in the course of this project. Only those checks for which the owner has produced invoices are listed on the spreadsheet and are included here.

Summary:

The chart below summarizes the allowable costs expended:

Permits and Fees	\$ 6,490.27	Framing and Wood	\$45,633.01
Professional Services	\$ 3,310.00	Steel Handrail/Other	\$ 462.41
Foundation	\$ 5,619.57	Bathroom/Fixtures	\$ 7,465.70
Plumbing	\$11,305.97	Insulation	\$ 2,074.80
Electrical	\$ 4,221.27	Appliances	\$ 6,409.66
Tile and Flooring	\$ 6,493.94	Miscellaneous	\$36,355.38
Sewer Lateral	0	Cabinets	\$34,678.58
Dirt Removal	0	Surveying Costs	\$ 1,750.00
Painting	\$ 537.33	Concrete	\$ 2,436.00
Windows/Doors	\$26,029.30	House Moving	\$ 7,604.55
Utility Expenses	\$ 1,246.18	TOTAL	\$210,123.93

The owner has provided invoices and proof of payment that he spent \$210,123.93. This amount is not above the necessary sum of \$331,149 and, therefore, **even if the work had been performed within two years of receipt of the permits**, the building has not been “substantially rehabilitated.” For this reason and because the work was not performed in two years of the initial permit and there was no good cause for the extension, the rental units in the building are not exempt from the Rent Ordinance.

The owner’s claim is denied.

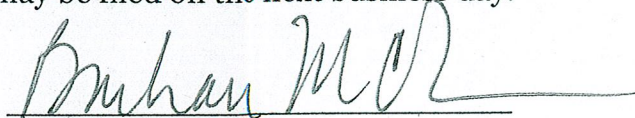
ORDER

1. Petition T17-0018 is denied.
2. The owner did not perform the work in a 2-year period and there was no good cause for the work to be extended over a 13-year period.

3. Even if there was good cause for the work to extend over a 13-year period, the owner did not provide sufficient evidence to establish that he spent the threshold amount of \$331,149 to qualify for the substantial rehabilitation exemption.

4. **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: February 26, 2018



Barbara M. Cohen
Hearing Officer
Rent Adjustment Program

Date	Provider	For	Invoice or Work Order Amount	Proof of Payment	Notes	Cost Removed	Allowable Amount	Reason for Not Granting	Evidence
8/4/2006	City of Oakland	Permits	\$616.21	\$616.21			\$616.21		Ex. 29, p. 1, Ex. 30, p. 1, Ex. 55, page 8
3/17/2004	City of Oakland	Permits	n/a	\$653.71	Invoice unreadable		\$0.00	Unreadable	Ex. 29, p. 2
3/12/2004	City of Oakland	Permits for garage demolition	\$72.00	\$72.00		\$72.00	\$0.00	Not to the building	Ex. 29, p. 3
1/5/2010	City of Oakland	Permits	\$216.77	\$216.77			\$216.77		Ex. 29, p. 4, Ex. 30, p. 5
2/25/2011	City of Oakland	Permits	\$162.95	\$162.95			\$162.95		Ex. 29, p. 5, Ex. 30, p. 8, Ex. 55, p. 77
5/12/2009	City of Oakland	Permits	\$151.47	\$151.47			\$151.47		Ex. 29, p. 6, Ex. 30, p. 3, Ex. 55, p. 32
5/23/2011	City of Oakland	Permits	\$162.95	\$162.95			\$162.95		Ex. 29, p. 7, Ex. 30, p. 9, Ex. 55, p. 84
6/23/2014	City of Oakland	Traffic Engineering	\$123.00	n/a			\$0.00		Ex. 29, p. 8
9/30/2014	City of Oakland	Permits	\$358.60	\$358.60			\$358.60		Ex. 29, p. 9, Ex. 30, p. 11, Ex. 55, p. 115
6/30/2010	City of Oakland	Permits	\$248.67	\$248.67			\$248.67		Ex. 29, p. 10
5/23/2011	City of Oakland	Permits	n/a	\$574.92	No invoice		\$0.00	No invoice	Ex. 29, p. 11, Ex. 55, p. 84
4/5/2012	City of Oakland	Permits	n/a	\$227.22	No invoice		\$0.00	No invoice	Ex. 29, p. 12
6/9/2004	City of Oakland	Performance Bond et al	n/a	\$2,378.00	Invoice unreadable		\$0.00	Unreadable and Performance Bond	Ex. 29, p. 13
8/9/2006	City of Oakland	Permits	\$386.71	\$386.71			\$386.71		Ex. 29, p. 14, Ex. 30, p. 2
6/23/2014	City of Oakland	Permits	n/a	\$283.40	No invoice		\$0.00	No invoice	Ex. 29, p. 15
2/3/2015	City of Oakland	Permits	\$227.20	\$227.20			\$227.20		Ex. 29, p. 16, Ex. 30, p. 16, Ex. 55, p. 130
unreadable	City of Oakland	Permits	n/a	\$488.85	No invoice		\$0.00	No invoice	Ex. 29, p. 17, Ex. 55, p. 115
8/16/2013	City of Oakland	Permits	n/a	\$113.61	No invoice		\$0.00	No invoice	Ex. 29, p. 18, Ex. 55, p. 101
6/9/2004	City of Oakland	Certificate of Deposit	n/a	\$2,500.00	No invoice		\$0.00	No invoice	Ex. 29, p. 19
5/20/2009	City of Oakland	Permits	\$1,137.18	\$1,137.18	Invoice shows payment	\$248.00	\$889.18	Bond Processing fee	Ex. 30, p. 4, Ex. 55, p. 33
1/5/2010	City of Oakland	Permits	\$421.70	\$421.70	Invoice shows payment		\$421.70		Ex. 30, p. 6
6/3/2010	City of Oakland	Permits	\$248.67	\$248.67	Invoice shows payment		\$248.67		Ex. 30, p. 7
6/23/2014	City of Oakland	Permits	\$283.40	\$283.40	Invoice shows payment		\$283.40		Ex. 30, p. 10, Ex. 55, p. 106
9/30/2014	City of Oakland	Permits	\$162.95	\$162.95	Paid by check # 1083 totaling \$488.85 for the three permits on this date		\$162.95		Ex. 30, p. 12, Ex. 55, p. 115
9/30/2014	City of Oakland	Permits	\$162.95	\$162.95	Paid by check # 1083 totaling \$488.85 for the three permits on this date		\$162.95		Ex. 30, p. 13, Ex. 55, p. 115
9/30/2014	City of Oakland	Permits	\$162.95	\$162.95	Paid by check # 1083 totaling \$488.85 for the three permits on this date		\$162.95		Ex. 30, p. 14, Ex. 55, p. 115
1/15/2015	City of Oakland	Permits	\$266.22	\$266.22			\$266.22		Ex. 30, p. 15, Ex. 55, p. 129
5/20/2015	City of Oakland	Permits	\$113.60	\$113.60			\$113.60		Ex. 30, p. 17

Category: Permits and Fees

Date	Provider	For	Invoice or Work Order Amount	Proof of Payment	Notes	Cost Removed	Allowable Amount	Reason for Not Granting	Evidence
4/20/2016	City of Oakland	Permits	\$206.55	\$206.55	Paid by check # 1409 totaling 691.73 for the three permits on this date		\$206.55		Ex. 30, p. 18, Ex. 55, p. 158
4/20/2016	City of Oakland	Permits	\$206.55	\$206.55	Paid by check # 1409 totaling 691.73 for the three permits on this date		\$206.55		Ex. 30, p. 19, Ex. 55, p. 158
4/20/2016	City of Oakland	Permits	\$278.63	\$278.63	Paid by check # 1409 totaling 691.73 for the three permits on this date		\$278.63		Ex. 30, p. 20, Ex. 55, p. 158
11/17/2016	City of Oakland	Permits	\$555.39	\$555.39	Invoice shows payment		\$555.39		Ex. 30, p. 21
Permits Subtotal:			\$6,933.27	\$14,029.98			\$6,490.27		

Category: Professional Services									
6/2/2009	William Coburn	Architecture	\$11,000.00	\$900.00	Check numbers 563, 651, 1046, 1093, 1164 and 1166		\$900.00	No full proof of payment	Ex. 3, pp 1-2, Ex. 55
12/16/2014	Unknown	Cabinetry	\$560.00	\$560.00	check number 1146 made payable to Carol Arnold		\$560.00		Ex. 3, p. 3, Ex. 55, p. 125
1/27/2015	Andreas Deak	Survey	\$450.00	\$450.00			\$450.00	No invoice	Ex. 3, p. 4
5/1/2015	Carol Arnold	Interior Design	\$875.00	\$875.00	included cash of \$500, as noted on invoice, and check #1303		\$875.00		Ex. 3, p. 5 and Ex. 55, p. 148
10/13/2014	Carol Arnold	Interior Design	\$525.00	\$525.00			\$525.00		Ex. 3, p. 6, Ex. 55, p. 124
Professional Services Subtotal:			\$12,960.00	\$3,310.00			\$3,310.00		

Category: Foundation Expenses									
1/5/2015	Right Away Redy Mix	Foundation	\$841.88	\$841.88			\$841.88		Ex. 4, p.1, Ex. 55, p. 125
1/8/2015	Acapulco Rock	Foundation	\$343.35	\$343.35	invoice shows total paid		\$343.35		Ex. 4, p. 2
11/19/2014	Acapulco Rock	Foundation	\$165.68	\$165.68	invoice shows total paid		\$165.68		Ex. 4, p. 3
11/4/2014	PJ's Rebar Inc	Foundation	\$2,463.65	n/a			\$0.00	no proof of payment	Ex. 4, p. 4
1/31/2015	Right Away Redy Mix	Foundation	\$1,167.39	\$3,842.65			\$1,167.39		Ex. 4, p. 6, Ex. 55, p. 130
unknown	Right Away Redy Mix	Foundation	\$1,347.63	n/a			\$0.00	no proof of payment and date not readable	Ex. 4, p. 8
unknown	Perez Concrete Pumping	Foundation	\$300.00	n/a			\$0.00	no proof of payment and date not readable	Ex. 4, p. 9
2/2/2014	Alco Iron	Foundation	\$45.89	\$45.89			\$45.89		Ex. 4, p. 10
7/19/2016	Acapulco Rock	Foundation	\$246.38	\$246.38	invoice shows total paid		\$246.38		Ex. 4, p. 11
7/18/2016	Acapulco Rock	Foundation	\$281.42	\$281.42	invoice shows total paid		\$281.42		Ex. 4, p. 11
unknown	Right Away Redy Mix	Foundation	\$812.63	n/a			\$0.00	no proof of payment and date not readable	Ex. 4, p. 13
4/30/2015	Right Away Redy Mix	Foundation	\$1,277.86	\$3,301.70			\$1,277.86		Ex. 4, p. 16, Ex. 55, p. 143
5/5/2015	Right Away Redy Mix	Foundation	\$968.30	\$968.30			\$968.30		Ex. 4, p. 17, Ex. 55, p. 143
4/21/2015	Acapulco Rock	Foundation	\$281.42	\$281.42			\$281.42		Ex. 4, p. 18
Foundation Subtotal:			\$10,543.48	\$10,318.67			\$5,619.57		

Date	Provider	For	Invoice or Work Order Amount	Proof of Payment	Notes	Cost Removed	Allowable Amount	Reason for Not Granting	Evidence
Category: Plumbing Expenses									
12/10/2014	Standard Plumbing	Plumbing	\$1,504.20	\$1,504.20	paid by check 1137		\$1,504.20		Ex. 5, p. 1, Ex. 55, p. 121
12/12/2014	Johnstone Supply	Thermostat	\$101.92	\$101.92	invoice shows paid		\$101.92		Ex. 5, p. 2
12/2/2014	Standard Plumbing	Plumbing	\$444.60	\$444.60	invoice shows paid		\$444.60		Ex. 5, p. 3
1/4/2010	F&F	Plumbing	\$145.30	\$145.30	invoice shows paid		\$145.30		Ex. 5, p. 4
10/30/2009	American Emperor	copper pipe	\$634.73	\$634.73	invoice shows paid		\$634.73		Ex. 5, p. 5, Ex. 18a, p. 3
10/29/2007	American Emperor	Plumbing	\$1,195.17	\$1,195.17	invoice shows paid	\$66.93	\$1,128.24	Tools	Ex. 5, pp. 14-16, Ex. 18a, p. 1
10/29/2009	American Emperor	Plumbing	\$786.85	\$786.85	invoice shows paid		\$786.85		Ex. 18p-2, Ex. 18a, p. 2
3/23/2015	Standard Plumbing	Plumbing	\$158.05	\$158.05	invoice shows paid		\$158.05		Ex. 5, p. 8
3/28/2015	Standard Plumbing	Plumbing	\$156.96	\$156.96	invoice shows paid		\$156.96		Ex. 5, p. 9
11/10/2009	Markus Supply	Plumbing	\$19.34	\$19.34	invoice shows paid		\$19.34		Ex. 5, p. 10
unknown	Pablo Richards	water heaters	\$2,700.00	\$1,000.00	only \$1,000 shown paid on invoice		\$1,000.00	No proof of full payment	Ex. 5, p. 11
11/13/2009	F&F	Plumbing	\$117.01	\$117.01	invoice shows paid		\$117.01		Ex. 5, p. 12
11/10/2009	American Emperor	Plumbing	\$65.83	\$65.83	invoice shows paid		\$65.83		Ex. 5, p. 13
11/13/2009	American Emperor	Plumbing	\$117.27	n/a			\$0.00	No proof payment	Ex. 5, p. 17
11/12/2009	F&F	Plumbing	\$240.63	\$240.63	invoice shows paid		\$240.63		Ex. 5, p. 18
11/12/2009	American Emperor	Plumbing	\$56.94	\$56.94	invoice shows paid		\$56.94		Ex. 5, p. 19
12/24/2009	F&F	Plumbing	\$1,590.54	\$1,590.54	invoice shows paid		\$1,590.54		Ex. 5, pp. 20-23, Ex. 55, p. 43
unknown	Westside Material	Plumbing	\$761.25	\$761.25	invoice shows paid		\$761.25		Ex. 5, p. 24
8/2/2006	Moran Supply	Plumbing	\$141.54	\$141.54	invoice shows payment		\$141.54		Ex. 45, p. 1
4/21/2006	Truitt and White	Plumbing	\$24.00	\$24.00	invoice shows payment		\$24.00		Ex. 45, p. 2
4/24/2006	Truitt and White	Plumbing	\$555.56	\$555.56	invoice shows payment		\$555.56		Ex. 45, p. 3
5/24/2006	Moran Supply	Plumbing	\$21.91	\$21.91	invoice shows payment		\$21.91		Ex. 45, p. 4
5/25/2006	Moran Supply	Plumbing	\$9.57	\$9.57	invoice shows payment		\$9.57		Ex. 45, p. 5
7/14/2016	Moran Supply	Plumbing	\$7.22	\$7.22	invoice shows payment		\$7.22		Ex. 45, p. 6
7/31/2006	Moran Supply	Plumbing	\$174.26	\$174.26	invoice shows payment		\$174.26		Ex. 45, p. 7
8/1/2006	Moran Supply	Plumbing	\$146.04	\$146.04	invoice shows payment		\$146.04		Ex. 45, p. 8
8/4/2006	Moran Supply	Plumbing	\$18.29	\$18.29	invoice shows payment		\$18.29		Ex. 45, p. 9
8/7/2006	Moran Supply	Plumbing	\$185.44	\$185.44	invoice shows payment		\$185.44		Ex. 45, p. 10
8/8/2006	Moran Supply	Plumbing	\$37.94	\$37.94	invoice shows payment		\$37.94		Ex. 45, p. 11
8/9/2006	Moran Supply	Plumbing	\$8.61	\$8.61	invoice shows payment		\$8.61		Ex. 45, p. 12
8/10/2006	Moran Supply	Plumbing	\$70.17	\$70.17	invoice shows payment		\$70.17		Ex. 45, p. 13
9/27/2006	Truitt and White	Plumbing	\$43.20	\$43.20	invoice shows payment		\$43.20		Ex. 45, p. 14
5/24/2006	Moran Supply	Plumbing	\$152.29	\$152.29	invoice shows payment		\$152.29		Ex. 46, p. 1
5/24/2006	Moran Supply	Plumbing	\$170.28	\$170.28	invoice shows payment		\$170.28		Ex. 46, p. 2
5/26/2006	Moran Supply	Plumbing	\$28.08	\$28.08	invoice shows payment		\$28.08		Ex. 46, p. 3
6/26/2006	Moran Supply	Plumbing	\$340.17	\$340.17	invoice shows payment		\$340.17		Ex. 46, p. 4
8/7/2006	Moran Supply	Plumbing	\$170.73	\$170.73	invoice shows payment		\$170.73		Ex. 46, p. 5
10/6/2006	Truitt and White	Plumbing	\$88.28	\$88.28	invoice shows payment		\$88.28		Ex. 46, p. 6
Plumbing Subtotal:			\$13,190.17	\$11,372.90			\$11,305.97		

Date	Provider	For	Invoice or Work Order Amount	Proof of Payment	Notes	Cost Removed	Allowable Amount	Reason for Not Granting	Evidence
Category: Electrical Expenses									
1/21/2016	Bayshore Builders	Electrical	\$417.57	\$417.57			\$417.57		Ex. 18a, pp. 5-6
6/25/2016	Bayshore Builders	Electrical	\$239.83	\$239.83			\$239.83		Ex. 18a, pp. 8-9
5/20/2016	Bayshore Builders	Electrical	\$140.25	\$140.25			\$140.25		Ex. 18a, p. 10
4/16/2016	Bayshore Builders	Electrical	\$201.89	\$201.89			\$201.89		Ex. 18a, pp. 12-13
2/17/2016	Bayshore Builders	Electrical	\$222.99	\$222.99			\$222.99		Ex. 18a, p. 14

Date	Provider	For	Invoice or Work Order Amount	Proof of Payment	Notes	Cost Removed	Allowable Amount	Reason for Not Granting	Evidence
2/17/2016	Bayshore Builders	Electrical	\$539.19	\$539.19	invoice shows paid		\$539.19		Ex. 18a, p. 15-16
3/20/2015	Bayshore Builders	Electrical	\$565.75	\$565.75			\$565.75		Ex. 18a, p. 17
3/23/2015	Bayshore Builders	Electrical	\$58.43	\$58.43			\$58.43		Ex. 18a, p. 18
1/7/2015	Bayshore Builders	Electrical	\$35.64	\$35.64			\$35.64		Ex. 18a, p. 19
1/23/2015	Bayshore Builders	Electrical	\$463.35	\$463.35			\$463.35		Ex. 18a, p. 20
1/7/2015	Bayshore Builders	Electrical	\$32.64	\$32.64	duplicate	\$32.64	\$0.00	Duplicate	Ex. 18a, p. 21
1/27/2015	Bayshore Builders	Electrical	\$264.86	\$264.86			\$264.86		Ex. 18a, p. 22
4/14/2015	Bayshore Builders	Electrical	\$489.64	\$489.64			\$489.64		Ex. 18a, pp. 23-24
11/5/2014	Bayshore Builders	Electrical	\$581.88	\$581.88			\$581.88		Ex. 18a, p. 26-27
		Electrical Subtotal:	\$4,256.91	\$4,253.91			\$4,221.27		

Category: Tile and Flooring Expenses									
6/21/2014	Import Tile	Tile	\$761.85	\$761.85			\$761.85		Ex. 7, p. 1
7/1/2014	Import Tile	Tile	\$841.22	\$841.22	Invoice shows cash payment of \$600.22 plus \$200 Visa charge		\$841.22		Ex. 7, p. 2
6/25/2014	Import Tile	Tile	\$158.29	\$158.29			\$158.29		Ex. 7 p. 3
7/10/2014	Import Tile	Tile	\$1,440.07	\$1,440.07			\$1,440.07		Ex. 7, p. 4
7/11/2014	Import Tile	Tile	\$211.34	\$211.34			\$211.34		Ex. 7, p. 5
6/28/2014	Import Tile	Tile	\$44.09	\$44.09			\$44.09		Ex. 7, p. 6
7/24/2014	Import Tile	Tile	\$134.90	n/a	Virtually unreadable		\$0.00	No proof of payment	Ex. 7, p. 7
7/21/2014	Import Tile	Tile	\$2,276.73	\$2,276.73			\$2,276.73		Ex. 7, p. 9
9/2/2014	Carpet One	Carpet	\$760.35	\$760.35	paid by check number 1067		\$760.35		Ex. 7, p. 11-12, Ex. 55, p. 112
No date	Carpet One	Hardwood Floor	\$12,288.11	n/a	Note this is an estimate		\$0.00	No proof of payment	Ex. 7, p. 13
		Tile and Flooring Subtotal:	\$18,916.95	\$6,493.94			\$6,493.94		

Category: Sewer Lateral									
11/7/2016	Drainline Plumbing	Sewer Lateral	n/a	\$420.00			\$0.00	No invoice	Ex. 8, p. 1
12/2/2016	Drainline Plumbing	Sewer Lateral	n/a	\$4,080.00			\$0.00	No invoice	Ex. 8, p. 2
		Sewer Lateral Subtotal:	\$0.00	\$4,500.00			\$0.00		

Category: Dirt Removal									
unknown	Friendly Hauling	Dirt removal	\$12,100.00	\$8,700.00	check numbers 533, 543, 799, 1112, 1155, 122, 1233, 1257, 1369	\$8,700.00	\$0.00	Outside the building	Ex. 9, p. 1, Ex. 55, multiple pages
		Debris Subtotal:	\$12,100.00	\$8,700.00			\$0.00		

Date	Provider	For	Invoice or Work Order Amount	Proof of Payment	Notes	Cost Removed	Allowable Amount	Reason for Not Granting	Evidence
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Category: Painting Expenses

5/4/2015	Sherwin-Williams	Paint	\$46.71	\$46.71			\$46.71		Ex. 10, p. 1
10/4/2014	Sherwin-Williams	Paint	\$200.77	\$200.77			\$200.77		Ex. 10, p. 4
2/10/2015	Economy Lumber	Misc. materials	\$15.78	\$15.78			\$15.78		Ex. 10, p. 5
unknown	Sherwin-Williams	Paint	\$187.20	\$187.20		\$187.20	\$0.00	Not dated	Ex. 10, p. 6
unknown	Sherwin-Williams	Paint	\$524.90	\$524.90		\$524.90	\$0.00	Not dated	Ex. 10, p. 7
10/8/2014	Sherwin-Williams	Paint	\$49.36	\$49.36		\$49.36	\$0.00	Not dated	Ex. 10, p. 8
unknown	Sherwin-Williams	Paint	\$439.95	\$439.95		\$439.95	\$0.00	Not dated	Ex. 10, p. 8
unknown	Sherwin-Williams	Paint	\$427.80	\$427.80		\$427.80	\$0.00	Not dated	Ex. 10, p. 8
unknown	Sherwin-Williams	Paint	\$127.75	\$127.75		\$127.75	\$0.00	Not dated	Ex. 10, p. 9
5/29/2016	Sherwin-Williams	Paint	\$206.74	\$206.74		\$206.74	\$0.00	Not dated	Ex. 10, p. 9
4/28/2016	Home Depot	Sand	\$84.29	\$84.29	unknown usage	\$84.29	\$0.00	Sand	Ex. 10, p. 10
3/11/2016	Home Depot	Misc. materials	\$17.97	\$17.97		\$17.97	\$17.97		Ex. 10, p. 10
		Painting Subtotal:	\$2,329.22	\$2,329.22			\$537.33		

Category: Windows, Stairs, Door Expenses

9/3/2013	Home Depot	Doors	\$13,024.46	\$13,024.46			\$13,024.46		Ex. 11, p. 1, Ex. 59
6/5/2014	Home Depot	Stair Treads	\$1,079.08	\$1,079.08			\$1,079.08		Ex. 11, p. 2
12/29/2009	Home Depot	Windows	\$1,723.59	\$1,723.59			\$1,723.59		Ex. 11, p. 3
6/20/2009	Home Depot	Windows	\$10,202.17	\$10,202.17	Paid by check number 253		\$10,202.17		Ex. 11, p. 4, Ex. 58, Ex. 55, p. 34
		Windows, Doors etc Subtotal:	\$26,029.30	\$26,029.30			\$26,029.30		

Category: Utility Expenses

3/13/2015	EBMUD	Utility charges	\$929.55	\$1,117.10	check number 1251		\$929.55		Ex. 12, p. 1, Ex. 55, p. 143
6/10/2015	PG&E	Utility charges	n/a	\$1,500.00	check number 1276		\$0.00	No invoice	Ex. 12, p. 2
no date	PG&E	Gas/electric line	\$10,645.34	n/a			\$0.00	No proof of payment and no date	Ex. 12, pp. 3-4
10/8/2015	EBMUD	Utility charges	\$316.63	\$316.63			\$316.63		Ex. 12, p. 5
		Utility Subtotal:	\$11,891.52	\$2,933.73			\$1,246.18		

Date	Provider	For	Invoice or Work Order Amount	Proof of Payment	Notes	Cost Removed	Allowable Amount	Reason for Not Granting	Evidence
Category: Framing and Wood Expenses									
7/15/2016	Economy Lumber	Wood	\$19.71	\$19.71	invoice shows payment		\$19.71		Ex. 13, p. 1
2/16/2016	Economy Lumber	Wood	\$321.12	\$321.12	invoice shows payment		\$321.12		Ex. 13, p. 2 and 4
7/9/2016	Economy Lumber	Wood	\$116.10	\$116.10	invoice shows payment		\$116.10		Ex. 13, p. 3 and 8
5/20/2015	Economy Lumber	materials	\$1,623.26	\$1,623.26	invoice shows payment		\$1,623.26		Ex. 13, pp 5-7
12/16/2014	Economy Lumber	Hardware	\$32.46	\$32.46	invoice shows payment		\$32.46		Ex. 13, p. 9
5/24/2011	Economy Lumber	Wood	\$624.54	\$624.54	invoice shows payment		\$624.54		Ex. 13, p. 10
5/9/2011	Economy Lumber	Wood	\$1,303.07	\$1,303.07	invoice shows payment		\$1,303.07		Ex. 13, pp. 11-12
8/18/2011	Economy Lumber	Wood	\$395.22	\$395.22	invoice shows payment		\$395.22		Ex. 13, p. 13-14
5/3/2011	Economy Lumber	materials	\$181.75	\$181.75	invoice shows payment		\$181.75		Ex. 13, p. 15
4/20/2011	Economy Lumber	Rebar	\$772.46	\$772.46	invoice shows payment		\$772.46		Ex. 13, p. 16
4/5/2011	Economy Lumber	Wood	\$683.27	\$683.27	invoice shows payment		\$683.27		Ex. 13, p. 17
5/13/2011	Economy Lumber	Wood	\$709.98	\$709.98	invoice shows payment		\$709.98		Ex. 13, p. 18
4/27/2011	Economy Lumber	Hardware	\$1,504.66	\$1,504.66	invoice shows payment		\$1,504.66		Ex. 13, p. 19, Ex. 14, p. 2
undated	Westside Building	Materials	\$636.06	\$636.06	invoice shows payment	\$636.06	\$0.00	Undated	Ex. 14, p. 1
6/14/2011	Economy Lumber	wood	\$309.65	\$309.65	invoice shows payment		\$309.65		Ex. 14, p. 3
6/15/2011	Economy Lumber	Wood	\$111.40	\$111.40	invoice shows payment		\$111.40		Ex. 14, p. 4
5/24/2011	Economy Lumber	Wood	\$44.12	\$44.12	invoice shows payment		\$44.12		Ex. 14, p. 5
3/18/2011	Economy Lumber	Materials	\$1,248.42	\$1,248.42	invoice shows payment		\$1,248.42		Ex. 14, p. 6-7
5/12/2011	Economy Lumber	Wood	\$183.77	\$183.77	invoice shows payment		\$183.77		Ex. 14, p. 8
3/25/2011	Economy Lumber	Wood	\$142.24	\$142.24	invoice shows payment		\$142.24		Ex. 14, p. 9
undated	State Shingle Company	Shingles	\$288.63	n/a			\$0.00	No proof of payment and undated	Ex. 14, p. 10
8/4/2009	Economy Lumber	Materials	\$222.29	\$222.29	invoice shows payment		\$222.29		Ex. 14, p. 11 and Ex. 17, p. 17
12/10/2012	SF Victoriana	Cedar	\$424.31	\$225.00			\$225.00		Ex. 14, p. 12
2/4/2008	Ashby Lumber	Wood	\$102.01	\$102.01	invoice shows payment		\$102.01		Ex. 14, p. 13
2/8/2008	Ashby Lumber	Wood	\$242.26	n/a			\$0.00	No proof of payment	Ex. 14, p. 14
2/8/2008	Ashby Lumber	Wood	\$193.81	\$193.81			\$193.81		Ex. 14, p. 15
10/16/2009	Economy Lumber	Materials	\$23.05	\$23.05	invoice shows payment		\$23.05		Ex. 14, p. 16
10/27/2009	Economy Lumber	Wood	\$4,107.43	\$4,107.43	invoice shows payment		\$4,107.43		Ex. 14, p. 17
8/5/2009	Economy Lumber	unknown	\$5,675.94	\$5,675.94	invoice shows payment	\$5,675.94	\$0.00	No indication of what was purchased	Ex. 14, p. 18
2/26/2010	Ashby Lumber	Wood	\$535.03	\$535.03	invoice shows payment		\$535.03		Ex. 15, p. 1
10/15/2010	Economy Lumber	Wood	\$364.27	\$364.27	invoice shows payment		\$364.27		Ex. 15, pp 2 and 10
10/27/2010	Economy Lumber	Wood	\$291.67	\$291.67	invoice shows payment		\$291.67		Ex. 15, p. 3
10/7/2010	Economy Lumber	moulding	\$26.91	\$26.91	invoice shows payment		\$26.91		Ex. 15, p. 4
2/4/2011	Economy Lumber	Wood	\$164.18	\$164.18	invoice shows payment		\$164.18		Ex. 15, p. 5
2/1/2011	Economy Lumber	Wood	\$585.19	\$585.19	invoice shows payment		\$585.19		Ex. 15, p. 6
1/25/2011	Economy Lumber	Wood	\$84.46	\$84.46	invoice shows payment		\$84.46		Ex. 15, p. 7
2/24/2011	Economy Lumber	Wood	\$74.87	\$74.87	invoice shows payment		\$74.87		Ex. 15, p. 8
10/6/2010	Economy Lumber	Materials	\$880.67	\$880.67	invoice shows payment		\$880.67		Ex. 15, p. 9
11/16/2010	Economy Lumber	Wood	\$29.30	\$29.30	invoice shows payment		\$29.30		Ex. 15, p. 11
9/29/2010	Economy Lumber	Wood	\$536.70	\$536.70	invoice shows payment		\$536.70		Ex. 15, p. 12
2/19/2011	Economy Lumber	Wood	\$196.63	\$196.63	invoice shows payment		\$196.63		Ex. 15, p. 13
12/15/2010	Economy Lumber	Wood	\$212.29	\$212.29	invoice shows payment		\$212.29		Ex. 15, p. 14
9/30/2009	Economy Lumber	siding	\$4,335.26	\$4,335.26	invoice shows payment		\$4,335.26		Ex. 15, p. 15
undated	SF Victoriana	Cedar	\$367.92	\$367.92	invoice shows payment	\$367.92	\$0.00	undated	Ex. 15, p. 16
5/17/2008	Ashby Lumber	Wood	\$55.68	\$55.68	invoice shows payment		\$55.68		Ex. 15, p. 17
9/30/2009	Economy Lumber	Wood	\$1,358.79	\$1,358.79	invoice shows payment		\$1,358.79		Ex. 15, p. 18
7/26/2010	Economy Lumber	Wood	\$54.88	\$54.88	invoice shows payment		\$54.88		Ex. 15, p. 19
7/27/2010	Economy Lumber	Wood	\$28.64	\$28.64	invoice shows payment		\$28.64		Ex. 15, p. 20

Date	Provider	For	Invoice or Work Order Amount	Proof of Payment	Notes	Cost Removed	Allowable Amount	Reason for Not Granting	Evidence
7/9/2010	Economy Lumber	Wood	\$65.08	\$65.08	invoice shows payment		\$65.08		Ex. 15, p. 21
6/10/2009	Economy Lumber	Wood	\$17.56	\$17.56	invoice shows payment		\$17.56		Ex. 15, p.22
7/26/2010	Economy Lumber	Wood	\$99.82	\$99.82	invoice shows payment		\$99.82		Ex. 16, p 1
11/4/2014	Economy Lumber	Wood	\$2,276.17	\$2,276.17	invoice shows payment		\$2,276.17		Ex. 16, pp 3-4
4/14/2014	Economy Lumber	Materials	\$375.05	\$375.05	invoice shows payment		\$375.05		Ex. 16, p. 5
4/18/2014	Economy Lumber	Wood	\$632.00	\$632.00	invoice shows payment		\$632.00		Ex. 16, p. 6
9/10/2010	Economy Lumber	Materials	\$305.23	\$305.23	invoice shows payment		\$305.23		Ex. 16, p. 7
3/20/2008	Ashby Lumber	Wood	\$15.59	\$15.59	invoice shows payment		\$15.59		Ex. 16, p. 8
9/1/2010	Economy Lumber	Materials	\$987.75	\$987.75	invoice shows payment		\$987.75		Ex. 16, p. 9
6/18/2014	Economy Lumber	Materials	\$371.30	\$371.30	invoice shows payment		\$371.30		Ex. 16, p. 10
8/26/2014	Economy Lumber	Wood	\$980.79	\$980.79	invoice shows payment		\$980.79		Ex. 16, pp. 11-12
9/23/2010	Economy Lumber	Materials	\$360.69	\$360.69	invoice shows payment		\$360.69		Ex. 16, p. 13
4/11/2014	Economy Lumber	Materials	\$335.13	\$335.13	invoice shows payment		\$335.13		Ex. 16, p. 14
4/11/2014	Economy Lumber	Wood	\$37.31	\$37.31	invoice shows payment		\$37.31		Ex. 16, p. 15
8/19/2014	Economy Lumber	Wood	\$761.26	\$761.26	invoice shows payment		\$761.26		Ex. 16, p. 16
8/26/2014	Economy Lumber	Wood	\$847.27	\$847.27	invoice shows payment		\$847.27		Ex. 16, p. 17
8/19/2014	Economy Lumber	Materials	\$225.30	\$225.30	invoice shows payment		\$225.30		Ex. 16, p. 18
8/26/2014	Economy Lumber	Materials	\$816.75	\$816.75	invoice shows payment		\$816.75		Ex. 16, p. 19
9/21/2010	Economy Lumber	siding	\$856.16	\$856.16	invoice shows payment		\$856.16		Ex. 16, p. 20
8/19/2014	Economy Lumber	Materials	\$2,279.20	\$2,279.20	invoice shows payment		\$2,279.20		Ex. 16, p. 21
1/23/2015	Economy Lumber	Wood	\$31.85	\$31.85	invoice shows payment		\$31.85		Ex. 16, p. 22
1/13/2015	Economy Lumber	Wood	\$680.48	\$680.48	invoice shows payment		\$680.48		Ex. 16, p. 23
9/10/2010	Economy Lumber	Wood	\$644.77	\$644.77	invoice shows payment		\$644.77		Ex. 16, p. 24
2/12/2015	Economy Lumber	Doors	\$921.05	\$921.05	invoice shows payment		\$921.05		Ex. 16, p. 25
8/4/2010	SF Victoriana	Cedar	n/a	n/a			\$500.00	invoice unreadable	Ex. 16, p. 26
4/2/2015	Economy Lumber	Rebar	\$910.67	\$910.67	invoice shows payment		\$910.67		Ex. 16, p. 28
8/4/2010	Economy Lumber	Materials	\$191.18	\$191.18	invoice shows payment		\$191.18		Ex. 16, p. 29
9/7/2010	Economy Lumber	Wood	\$509.00	\$509.00	invoice shows payment		\$509.00		Ex. 17, p 1
9/7/2010	Economy Lumber	siding	\$228.94	\$228.94	invoice shows payment		\$228.94		Ex. 17, p 2
6/21/2010	State Shingle Company	Shingles	\$379.98	n/a	"paid cash" written on invoice		\$0.00	No proof of payment	Ex. 17, p. 3
8/4/2009	Economy Lumber	Materials	\$23.00	\$23.00	invoice shows payment		\$23.00		Ex. 17, p. 4
12/18/2009	Economy Lumber	siding	\$1,534.77	\$1,534.77	invoice shows payment		\$1,534.77		Ex. 17, p. 5
10/1/2014	Economy Lumber	Wood	\$338.90	\$338.90	invoice shows payment		\$338.90		Ex. 17, p. 6
9/29/2014	Economy Lumber	Materials	\$32.61	\$32.61	invoice shows payment		\$32.61		Ex. 17, p. 7
9/29/2014	Economy Lumber	Wood	\$696.63	\$696.63	invoice shows payment		\$696.63		Ex. 17, p. 8-9
3/27/2008	Ashby Lumber	Wood	\$48.25	\$48.25	invoice shows payment		\$48.25		Ex. 17, p. 11
8/18/2012	Economy Lumber	insulation	\$738.63	\$738.63	invoice shows payment		\$738.63		Ex. 17, p. 12
3/24/2012	Economy Lumber	insulation	\$236.86	\$236.86	invoice shows payment		\$236.86		Ex. 17, p. 13
6/1/2011	Economy Lumber	Wood	\$234.32	\$234.32	invoice shows payment		\$234.32		Ex. 17, p. 14
Framing and Wood Subtotal:			\$53,453.63	\$52,812.93			\$45,633.01		

Category: Steel Handrail and other expenses		Drainage	Handrail	Handrail and other expenses Subtotal:
5/16/2005	Acapulco Rock	\$462.41	\$462.41	\$462.41
6/7/2016	Mission Iron Works	\$2,200.00	\$2,200.00	\$2,200.00
				Exterior of building
				\$0.00
				\$462.41

Date	Provider	For	Invoice or Work Order Amount	Proof of Payment	Notes	Cost Removed	Allowable Amount	Reason for Not Granting	Evidence
Category: Bathroom and Fixtures Expenses									
unknown	Lamps Plus	Lighting	\$748.75	\$748.75	No date on receipt	\$748.75	\$0.00	No date	Ex. 24, p. 1
12/5/2014	Lamps Plus	Lighting	\$80.94	\$80.94	invoice shows paid		\$80.94		Ex. 24, p. 2
11/24/2014	Lamps Plus	Lighting	\$701.89	\$701.89	invoice shows paid		\$701.89		Ex. 24, p. 3
11/24/2014	Lamps Plus	Lighting	\$984.25	\$984.25	invoice shows paid		\$984.25		Ex. 24, p. 4
12/1/2014	Lamps Plus	Lighting	\$803.47	\$803.47	invoice shows paid		\$803.47		Ex. 24, p. 5
12/19/2014	Lamps Plus	Lighting	\$831.60	\$831.60	invoice shows paid		\$831.60		Ex. 24, p. 6
unknown	Lamps Plus	Lighting	\$831.60	\$831.60	No date on receipt	\$831.60	\$0.00	Not dated	Ex. 24, p. 7
12/5/2014	Lamps Plus	Lighting	\$740.52	\$740.52	invoice shows paid		\$740.52		Ex. 24, p. 8
unknown	Lamps Plus	Lighting	\$524.63	\$524.63	invoice shows paid	\$524.63	\$0.00	Not dated	Ex. 24, p. 9
12/10/2014	Restoration Hardware	Mirrors	\$2,761.05	\$2,761.05	invoice shows paid		\$2,761.05		Ex. 25, p. 1
12/5/2014	Bath Concepts	Bathroom Hardware	\$991.00	\$561.98			\$561.98		Ex. 26, page 1
		Bathroom and Fixtures Subtotal:	\$9,999.70	\$9,570.68			\$7,465.70		

Category: Insulation									
2/9/2015	Economy Lumber	Insulation	\$588.73	\$588.73	invoice shows paid		\$588.73		Ex. 27, p. 1
3/17/2012	Economy Lumber	Insulation	\$1,301.14	\$1,301.14	invoice shows paid		\$1,301.14		Ex. 27, p. 2
8/25/2012	Economy Lumber	Insulation	\$184.93	\$184.93	invoice shows paid		\$184.93		Ex. 27, p. 3
		Insulation Subtotal:	\$2,074.80	\$2,074.80			\$2,074.80		

Category: Appliances									
1/26/2016	Sears	Refrigerator	\$1,033.14	\$1,033.14	invoice shows paid	\$1,033.14	\$0.00	Refrigerator	Ex. 28, p. 1
9/24/2016	Sears	Various Appliances	\$1,711.36	\$1,711.36	invoice shows paid	\$880.14	\$831.22	Removed refrigerator	Ex. 28, p. 2
3/3/2015	Sears	Various Appliances	\$751.75	\$751.75	invoice shows paid		\$751.75		Ex. 28, p. 3
1/13/2015	Sears	Various Appliances	\$3,565.23	\$3,565.23	invoice shows paid	\$699.45	\$2,865.78	Removed refrigerator	Ex. 28, p. 3
1/9/2015	Airport Appliances	Range Hood	\$1,960.91	\$1,960.91	invoice shows paid		\$1,960.91		Ex. 28, p. 4
		Appliances Subtotal:	\$9,022.39	\$9,022.39			\$6,409.66		

Category: Miscellaneous Expenses									
n/a	Home Depot	unknown	\$22.84	\$22.84	Items purchased unreadable	\$22.84	\$0.00	Unreadable	Ex. 31, p. 1
6/11/2007	Home Depot	Key	\$6.22	\$6.22	invoice shows payment		\$6.22		Ex. 31, p. 1
11/29/2007	Home Depot	Landscape supplies	\$48.45	\$48.45	invoice shows payment	\$48.45	\$0.00	Landscaping bulbs	Ex. 31, p. 2
7/25/2007	Home Depot	Materials	\$15.13	\$15.13	invoice shows payment	\$7.56	\$7.57		Ex. 31, p. 2
9/9/2014	Home Depot	Materials	\$223.11	\$223.11	invoice shows payment	\$43.32	\$179.79	Removed charcoal	Ex. 31, p. 3
7/23/2014	Home Depot	Materials	\$4.32	\$4.32	invoice shows payment		\$4.32		Ex. 31, p. 3
1/20/2016	Home Depot	Tools	\$47.69	\$47.69	invoice shows payment	\$47.69	\$0.00	Tools	Ex. 31, p. 4
9/2/2015	Home Depot	Charcoal	\$32.38	\$32.38	invoice shows payment	\$32.38	\$0.00	Charcoal	Ex. 31, p. 4
1/21/2016	Home Depot	Sand and Materials	\$121.83	\$121.83	invoice shows payment	\$103.01	\$18.82	Removed Sand (landscaping)	Ex. 31, p. 5
1/21/2016	Home Depot	Materials	\$22.95	\$22.95	invoice shows payment		\$22.95		Ex. 31, p. 5
4/29/2016	Home Depot	Garden	\$2.70	\$2.70	invoice shows payment	\$2.70	\$0.00	Landscaping	Ex. 31, p. 6
4/20/2016	Home Depot	Materials	\$7.46	\$7.46	invoice shows payment		\$7.46		Ex. 31, p. 6
2/5/2015	Home Depot	Charcoal	\$21.66	\$21.66	invoice shows payment	\$21.66	\$0.00	Charcoal	Ex. 31, p. 7
6/25/2016	Home Depot	Materials	\$66.95	\$66.95	invoice shows payment		\$66.95		Ex. 31, p. 7
3/11/2016	Home Depot	Materials	\$63.02	\$63.02	invoice shows payment		\$63.02		Ex. 31, p. 8
3/16/2016	Home Depot	Materials	\$24.14	\$24.14	invoice shows payment	\$24.14	\$0.00	Tools	Ex. 31, p. 8
10/18/2015	Home Depot	Tools	\$217.91	\$217.91	invoice shows payment	\$217.91	\$0.00	Tools	Ex. 31, p. 9
10/25/2015	Home Depot	Materials	\$45.09	\$45.09	invoice shows payment		\$45.09		Ex. 31, p. 9
10/25/2015	Home Depot	Materials	\$83.02	\$83.02	invoice shows payment	\$3.98	\$79.04	Soda	Ex. 31, p. 10

Date	Provider	For	Invoice or Work Order Amount	Proof of Payment	Notes	Cost Removed	Allowable Amount	Reason for Not Granting	Evidence
3/23/2013	Home Depot	Materials	\$110.53	\$110.53	invoice shows payment		\$110.53		Ex. 31, p. 10
11/30/2013	Home Depot	Materials	\$51.20	\$51.20	invoice shows payment		\$51.20		Ex. 31, p. 11
2/11/2013	Home Depot	Materials	\$108.78	\$108.78	invoice shows payment		\$108.78		Ex. 31, p. 11
unreadable	Home Depot	unknown	n/a	n/a	cannot read		\$0.00	Unreadable	Ex. 31, p. 12
unreadable	Home Depot	unknown	n/a	n/a	cannot read		\$0.00	Unreadable	Ex. 31, p. 12
12/15/2010	Home Depot	Materials	\$36.77	\$36.77	invoice shows payment		\$36.77		Ex. 31, p. 13
3/16/2013	Home Depot	Materials	\$247.35	\$247.35	invoice shows payment		\$247.35		Ex. 31, p. 13
2/21/2013	Home Depot	Materials	\$72.36	\$72.36	invoice shows payment		\$72.36		Ex. 31, p. 14
2/11/2013	Home Depot	Materials	\$153.06	\$153.06	invoice shows payment		\$153.06		Ex. 31, p. 14
2/24/2013	Home Depot	Materials	n/a	n/a	cannot read		\$0.00	Unreadable	Ex. 31, p. 15
6/14/2011	Home Depot	Materials	\$7.47	\$7.47	invoice shows payment		\$7.47		Ex. 31, p. 15
2/25/2014	Home Depot	Materials	\$47.81	\$47.81	invoice shows payment		\$47.81		Ex. 33, p. 1
3/4/2014	Home Depot	Materials	\$84.89	\$84.89	invoice shows payment		\$84.89		Ex. 33, p. 1
12/4/2014	Home Depot	Materials	\$983.96	\$983.96	invoice shows payment		\$983.96		Ex. 33, p. 2
12/1/2014	Home Depot	Materials	\$1,218.47	\$1,218.47	invoice shows payment		\$1,218.47		Ex. 33, p. 2
2/9/2015	Home Depot	Materials	\$269.93	\$269.93	invoice shows payment		\$269.93		Ex. 33, p. 3
unreadable	Home Depot	Materials	\$908.72	\$908.72	invoice shows payment	\$908.72	\$0.00	Date Unreadable	Ex. 33, p. 3
11/25/2014	Home Depot	Materials	\$1,111.83	\$1,111.83	invoice shows payment		\$1,111.83		Ex. 33, p. 4
2/9/2015	Home Depot	Credit for returns	-\$184.60	-\$184.60	invoice shows payment		-\$184.60		Ex. 33, p. 4
12/2/2014	Home Depot	Materials	\$84.64	\$84.64	invoice shows payment	\$7.29	\$77.35	Lightbulbs	Ex. 33, p. 5
12/16/2014	Home Depot	Materials	\$276.70	\$276.70	invoice shows payment		\$276.70		Ex. 33, p. 5
12/16/2014	Home Depot	Materials	\$123.46	\$123.46	invoice shows payment		\$123.46		Ex. 33, p. 6
12/10/2014	Home Depot	Materials	\$47.53	\$47.53	invoice shows payment		\$47.53		Ex. 33, p. 6
1/30/2015	Home Depot	Materials	\$6.52	\$6.52	invoice shows payment		\$6.52		Ex. 33, p. 7
1/29/2015	Home Depot	Materials	\$15.12	\$15.12	invoice shows payment		\$15.12		Ex. 33, p. 7
1/10/2015	Home Depot	Materials	\$217.45	\$217.45	invoice shows payment		\$217.45		Ex. 33, p. 8
1/27/2015	Home Depot	Materials	\$2.49	\$2.49	invoice shows payment		\$2.49		Ex. 33, p. 8
2/3/2015	Home Depot	Materials	\$184.91	\$184.91	invoice shows payment		\$184.91		Ex. 33, p. 9
12/19/2014	Home Depot	Materials	\$804.10	\$804.10	invoice shows payment		\$804.10		Ex. 33, p. 9
12/17/2014	Home Depot	Materials	\$84.97	\$84.97	invoice shows payment		\$84.97		Ex. 33, p. 10
11/20/2014	Home Depot	Materials	\$11.65	\$11.65	invoice shows payment	\$39.21	\$45.76	Tools	Ex. 33, p. 10
12/27/2014	Home Depot	Materials	\$29.08	\$29.08	invoice shows payment		\$29.08		Ex. 33, p. 11
11/24/2014	Home Depot	Materials	\$11.32	\$11.32	invoice shows payment		\$11.32		Ex. 33, p. 11
12/26/2014	Home Depot	Materials	\$32.67	\$32.67	invoice shows payment		\$32.67		Ex. 33, p. 12
11/25/2014	Home Depot	Materials	\$43.03	\$43.03	invoice shows payment		\$43.03		Ex. 33, p. 12
12/24/2014	Home Depot	Materials	\$13.02	\$13.02	invoice shows payment		\$13.02		Ex. 33, p. 13
11/25/2014	Home Depot	Materials	\$43.03	\$43.03	Duplicate of Ex. 33, p. 12		\$43.03		Ex. 33, p. 13
1/2/2015	Home Depot	Materials	\$51.62	\$51.62	invoice shows payment		\$51.62		Ex. 33, p. 14
1/2/2015	Home Depot	Materials	\$334.39	\$334.39	invoice shows payment		\$334.39		Ex. 33, p. 14
12/31/2014	Home Depot	Materials	\$63.67	\$63.67	invoice shows payment		\$63.67		Ex. 33, p. 15
3/16/2014	Home Depot	Materials	\$209.42	\$209.42	invoice shows payment		\$209.42		Ex. 33, p. 15
3/1/2014	Home Depot	Materials	\$6.55	\$6.55	invoice shows payment		\$6.55		Ex. 34, p. 1
11/2/2009	Orchard Supply	Economy Lumber	\$60.96	\$60.96	invoice shows payment		\$60.96		Ex. 34, p. 2
6/4/2009	Economy Lumber	Economy Lumber	\$49.39	\$49.39	invoice shows payment		\$49.39		Ex. 34, p. 3
8/4/2009	Home Depot	Materials	\$55.81	\$55.81	invoice shows payment		\$55.81		Ex. 34, p. 4
3/5/2015	Home Depot	Materials	\$21.07	\$21.07	invoice shows payment		\$21.07		Ex. 34, p. 5
2/24/2015	Home Depot	Materials	\$5.38	\$5.38	invoice shows payment		\$5.38		Ex. 34, p. 6
3/7/2015	Home Depot	Materials	\$129.01	\$129.01	invoice shows payment	\$4.47	\$124.54	water	Ex. 34, p. 7
3/3/2015	Home Depot	Materials	\$70.15	\$70.15	invoice shows payment	\$8.94	\$61.21	water	Ex. 34, p. 8
11/11/2014	Home Depot	Materials	\$12.49	\$12.49	invoice shows payment		\$12.49		Ex. 34, p. 8
11/12/2014	Home Depot	Materials	\$19.62	\$19.62	invoice shows payment		\$19.62		Ex. 34, p. 9
11/13/2014	Home Depot	Materials	\$153.88	\$153.88	invoice shows payment		\$153.88		Ex. 34, p. 10
9/11/2014	Home Depot	Materials	\$194.64	\$194.64	invoice shows payment	\$8.94	\$194.64	water	Ex. 34, p. 10
9/8/2014	Home Depot	Materials	\$130.04	\$130.04	invoice shows payment		\$130.04		Ex. 34, p. 11
9/3/2014	Home Depot	Materials	\$88.19	\$88.19	invoice shows payment		\$88.19		Ex. 34, p. 11
8/18/2014	Home Depot	Materials	\$27.99	\$27.99	invoice shows payment		\$27.99		Ex. 34, p. 11
4/11/2008	Home Depot	Steer Manure	\$27.99	\$27.99	invoice shows payment	\$27.99	\$0.00	Landscaping	Ex. 34, p. 12

Date	Provider	For	Invoice or Work Order Amount	Proof of Payment	Notes	Cost Removed	Allowable Amount	Reason for Not Granting	Evidence
4/11/2008	Home Depot	Steer Manure	\$53.83	\$53.83	invoice shows payment	\$53.83	\$0.00	Landscaping water	Ex. 34, p. 12
8/11/2014	Home Depot	Materials	\$38.97	\$38.97	invoice shows payment	\$8.94	\$30.03		Ex. 34, p. 13
8/16/2014	Home Depot	Materials	\$53.06	\$53.06	invoice shows payment		\$53.06		Ex. 34, p. 13
9/2/2014	Home Depot	Materials	\$165.54	\$165.54	invoice shows payment	\$49.01	\$116.53	Tools	Ex. 34, p. 14
8/23/2014	Home Depot	Materials	\$25.87	\$25.87	invoice shows payment		\$25.87		Ex. 34, p. 14
8/27/2014	Home Depot	Materials	\$8.63	\$8.63	invoice shows payment		\$8.63		Ex. 34, p. 15
8/26/2014	Home Depot	Materials	\$6.51	\$6.51	invoice shows payment		\$6.51		Ex. 34, p. 15
10/29/2014	HD Supply	Tools	\$92.84	\$92.84	invoice shows payment	\$92.84	\$0.00	Tools	Ex. 34, p. 16
9/26/2014	Home Depot	Materials	\$9.64	\$9.64	invoice shows payment		\$9.64		Ex. 34, p. 17
9/24/2014	Home Depot	Materials	\$21.22	\$21.22	invoice shows payment		\$21.22		Ex. 34, p. 17
9/25/2014	Home Depot	Materials	\$17.41	\$17.41	invoice shows payment		\$17.41		Ex. 34, p. 18
9/23/2014	Home Depot	Materials	\$16.87	\$16.87	invoice shows payment		\$16.87		Ex. 34, p. 19
11/3/2014	Home Depot	Materials	\$7.46	\$7.46	invoice shows payment		\$7.46		Ex. 34, p. 19
7/23/2014	Home Depot	Tools	\$108.96	\$108.96	invoice shows payment	\$108.96	\$0.00	Tools	Ex. 34, p. 20
6/21/2014	Home Depot	unknown	\$108.96	\$108.96	invoice shows payment	\$108.96	\$0.00	Unreadable	Ex. 34, p. 20
3/15/2014	Home Depot	Landscaping	\$70.27	\$70.27	invoice shows payment	\$70.27	\$0.00	Landscaping	Ex. 34, p. 21
6/16/2014	Home Depot	Materials	\$111.51	\$111.51	invoice shows payment		\$111.51		Ex. 34, p. 21
6/17/2014	Home Depot	Materials	\$61.30	\$61.30	invoice shows payment	\$32.67	\$28.63	Tools	Ex. 34, p. 22
6/3/2014	Home Depot	Materials	\$180.98	\$180.98	invoice shows payment		\$180.98		Ex. 34, p. 22
1/31/2015	Cresco	Equipment Rental	\$56.50	\$56.50	invoice shows payment		\$56.50		Ex. 34, p. 23
2/10/2014	Red Beacon	Materials	\$10.80	\$10.80	invoice shows payment		\$10.80		Ex. 34, p. 24
3/1/2014	Home Depot	Materials	\$63.67	\$63.67	invoice shows payment		\$63.67		Ex. 34, p. 25
9/1/2012	Home Depot	Materials	\$2.17	\$2.17	invoice shows payment		\$2.17		Ex. 34, p. 25
7/11/2014	Home Depot	Materials	\$128.11	\$128.11	invoice shows payment	\$4.17	\$123.94	water	Ex. 35, p. 1
4/18/2010	Home Depot	Materials	\$54.88	\$54.88	invoice shows payment	\$16.08	\$38.80	Landscaping	Ex. 35, p. 2
unreadable	Home Depot	unknown	\$21.23	\$21.23	invoice shows payment	\$21.23	\$0.00	Unreadable	Ex. 35, p. 2
5/29/2009	Home Depot	Materials	\$51.89	\$51.89	invoice shows payment		\$51.89		Ex. 35, p. 3
5/28/2009	Home Depot	Materials	\$64.74	\$64.74	invoice shows payment	\$1.30	\$63.44	gum	Ex. 35, p. 3
11/10/2010	Home Depot	Materials	\$43.85	\$43.85	invoice shows payment		\$43.85		Ex. 35, p. 4
7/21/2010	Home Depot	Materials	\$71.84	\$71.84	invoice shows payment		\$71.84		Ex. 35, p. 4
unreadable	Truitt and White	unknown	\$4.59	\$4.59	invoice shows payment	\$4.59	\$0.00	Unreadable	Ex. 35, p. 5
unreadable	City of Berkeley	Dump	\$98.28	\$98.28	invoice shows payment	\$98.28	\$0.00	Unreadable	Ex. 35, p. 6
5/18/2007	Home Depot	Landscaping	\$75.99	\$75.99	invoice shows payment		\$0.00	Landscaping	Ex. 35, p. 7
8/22/2007	Home Depot	unknown	\$37.78	\$37.78	invoice shows payment	\$37.88	\$0.00	Unreadable	Ex. 35, p. 8
7/5/2007	Home Depot	Materials	\$4.96	\$4.96	invoice shows payment		\$4.96		Ex. 35, p. 8
5/23/2008	Home Depot	Materials	\$26.66	\$26.66	invoice shows payment		\$26.66		Ex. 35, p. 9
5/2/2007	Home Depot	Landscaping	\$24.10	\$24.10	invoice shows payment	\$24.10	\$0.00	Landscaping	Ex. 35, p. 9
unreadable	Home Depot	unknown	n/a	n/a	invoice shows payment		\$0.00	Unreadable	Ex. 35, p. 10
3/31/2007	Lamps Plus	Lamps	\$534.86	\$534.86	invoice shows payment		\$534.86		Ex. 35, p. 10
3/5/2007	Home Expo	Outdoor Light	\$171.83	\$171.83	invoice shows payment		\$171.83		Ex. 35, p. 11
4/24/2007	Home Depot	Materials	\$143.35	\$143.35	invoice shows payment		\$143.35		Ex. 35, p. 11
10/15/2013	Home Depot	Materials	\$128.56	\$128.56	invoice shows payment		\$128.56		Ex. 35, p. 12
2/15/2013	Home Depot	Materials	\$130.58	\$130.58	invoice shows payment		\$130.58		Ex. 35, p. 12
2/16/2013	Home Depot	Materials	\$108.78	\$108.78	invoice shows payment		\$108.78		Ex. 35, p. 13
9/22/2009	Ace Hardware	Electrical	\$7.14	\$7.14	invoice shows payment		\$7.14		Ex. 35, p. 14
6/10/2009	Economy Lumber	Materials	\$4.53	\$4.53	invoice shows payment		\$4.53		Ex. 35, p. 15
5/1/2007	Home Depot	unknown	n/a	n/a	invoice shows payment		\$0.00	Unreadable	Ex. 36, p. 1
9/16/2007	Home Depot	Plants	\$28.37	\$28.37	invoice shows payment	\$28.37	\$0.00	Plants	Ex. 36, p. 1
10/5/2007	Home Depot	Charcoal	\$2.44	\$2.44	invoice shows payment	\$2.44	\$0.00	Charcoal	Ex. 36, p. 2
8/23/2007	Home Depot	Materials	\$2.49	\$2.49	invoice shows payment		\$2.49		Ex. 36, p. 2
6/29/2007	Home Depot	Landscaping	\$35.63	\$35.63	invoice shows payment	\$35.63	\$0.00	Landscaping	Ex. 36, p. 3
5/17/2005	Home Depot	Rebar	\$160.52	\$160.52	invoice shows payment		\$160.52		Ex. 36, p. 3
10/9/2014	Home Depot	Materials	\$261.05	\$261.05	invoice shows payment	\$17.62	\$243.43	Water and bulbs	Ex. 36, p. 4
2/10/2014	Home Depot	Materials	\$47.90	\$47.90	invoice shows payment		\$47.90		Ex. 36, p. 4
8/23/2013	Home Depot	Materials	\$27.22	\$27.22	invoice shows payment		\$27.22		Ex. 36, p. 5
8/19/2010	Home Depot	Materials	\$240.37	\$240.37	invoice shows payment		\$240.37		Ex. 36, p. 6

Date	Provider	For	Invoice or Work Order Amount	Proof of Payment	Notes	Cost Removed	Allowable Amount	Reason for Not Granting	Evidence
unreadable	Home Depot	unknown	\$67.90	\$67.90	invoice shows payment	\$67.90	\$0.00	Unreadable	Ex. 36, p. 7
8/7/2010	Home Depot	Materials	\$81.83	\$81.83	invoice shows payment		\$81.83		Ex. 36, p. 7
8/19/2013	Home Depot	Materials	\$154.00	\$154.00	invoice shows payment		\$154.00		Ex. 36, p. 8
8/17/2013	Home Depot	Materials	\$219.98	\$219.98	invoice shows payment		\$219.98		Ex. 36, p. 8
7/15/2013	Home Depot	Materials	\$23.66	\$23.66	invoice shows payment		\$23.66		Ex. 36, p. 9
8/3/2013	Home Depot	Materials	\$21.76	\$21.76	invoice shows payment		\$21.76		Ex. 36, p. 9
6/24/2014	Home Depot	Materials	\$89.06	\$89.06	invoice shows payment		\$89.06		Ex. 36, p. 10
6/3/2014	Home Depot	Tools	\$118.81	\$118.81	invoice shows payment	\$118.81	\$0.00	Tools	Ex. 36, p. 10
7/22/2014	Home Depot	Materials	\$89.64	\$89.64	invoice shows payment	\$4.17	\$85.47	Water	Ex. 36, p. 11
6/23/2014	Home Depot	Materials	\$101.35	\$101.35	invoice shows payment		\$101.35		Ex. 36, p. 11
4/21/2014	Home Depot	Materials	\$18.83	\$18.83	invoice shows payment		\$18.83		Ex. 36, p. 12
4/17/2014	Home Depot	Lumber	\$872.60	\$872.60	invoice shows payment		\$872.60		Ex. 36, p. 13
4/9/2014	Home Depot	Paint	\$30.25	\$30.25	invoice shows payment		\$30.25		Ex. 36, p. 13
3/31/2014	Home Depot	Lumber	\$84.06	\$84.06	invoice shows payment		\$84.06		Ex. 36, p. 14
unreadable	Home Depot	unknown	\$866.28	\$866.28	invoice shows payment	\$866.28	\$0.00	Unreadable	Ex. 36, p. 14
4/14/2014	Home Depot	Materials	\$120.23	\$120.23	invoice shows payment		\$120.23		Ex. 36, p. 15
4/14/2014	Home Depot	Materials	\$69.30	\$69.30	invoice shows payment		\$69.30		Ex. 36, p. 16
4/5/2014	Home Depot	Materials	\$427.01	\$427.01	invoice shows payment		\$427.01		Ex. 36, p. 16
4/10/2015	Home Depot	Materials	\$38.38	\$38.38	invoice shows payment		\$38.38		Ex. 37, p. 1
1/21/2015	Home Depot	Materials	\$549.52	\$549.52	invoice shows payment		\$549.52		Ex. 37, p. 1
3/24/2015	Home Depot	Materials	\$19.12	\$19.12	invoice shows payment	\$8.94	\$10.18	Water	Ex. 37, p. 2
5/23/2015	Home Depot	Materials	\$1.29	\$1.29	invoice shows payment		\$1.29		Ex. 37, p. 2
5/20/2015	Home Depot	Materials	\$5.35	\$5.35	invoice shows payment		\$5.35		Ex. 37, p. 3
12/18/2014	Home Depot	Materials	\$13.04	\$13.04	invoice shows payment		\$13.04		Ex. 37, p. 3
11/12/2014	Hertz Equip Rental	Equipment Rental	\$32.24	\$32.24	invoice shows payment		\$32.24		Ex. 37, p. 4
5/24/2011	Home Depot	Materials	\$15.84	\$15.84	invoice shows payment		\$15.84		Ex. 37, p. 5
2/23/2010	Home Depot	Lumber	\$298.21	\$298.21	invoice shows payment		\$298.21		Ex. 37, p. 5
9/11/2009	Home Depot	Materials	\$264.95	\$264.95	invoice shows payment		\$264.95		Ex. 37, p. 6
9/17/2009	Home Depot	Materials	\$315.11	\$315.11	invoice shows payment		\$315.11		Ex. 37, p. 6
9/4/2009	Home Depot	Materials	\$766.78	\$766.78	invoice shows payment		\$766.78		Ex. 37, p. 7
9/17/2009	Home Depot	Materials	\$419.21	\$419.21	invoice shows payment		\$419.21		Ex. 37, p. 7
9/22/2009	Home Depot	Materials	\$78.10	\$78.10	invoice shows payment		\$78.10		Ex. 37, p. 8
9/21/2009	Home Depot	Materials	\$9.86	\$9.86	invoice shows payment		\$9.86		Ex. 37, p. 8
7/1/2010	Home Depot	Materials	\$89.15	\$89.15	invoice shows payment		\$89.15		Ex. 37, p. 9
6/24/2011	Home Depot	Materials	\$60.81	\$60.81	invoice shows payment		\$60.81		Ex. 37, p. 9
6/22/2010	Home Depot	unknown	\$451.42	\$451.42	invoice shows payment	\$451.42	\$0.00	Unreadable	Ex. 37, p. 10
unreadable	Home Depot	unknown	n/a	n/a	invoice shows payment		\$0.00	Unreadable	Ex. 37, p. 11
4/8/2011	Home Depot	Tools	\$75.64	\$75.64	invoice shows payment	\$75.64	\$0.00	Tools	Ex. 37, p. 12
6/17/2010	Home Depot	Materials	\$326.51	\$326.51	invoice shows payment	\$1.60	\$324.91	snacks	Ex. 37, p. 12
2/16/2010	Home Depot	Materials	\$66.54	\$66.54	invoice shows payment		\$66.54		Ex. 37, p. 13
4/8/2011	Home Depot	Materials	\$3.84	\$3.84	invoice shows payment		\$3.84		Ex. 37, p. 13
5/22/2007	Home Depot	Materials	\$32.58	\$32.58	invoice shows payment		\$32.58		Ex. 37, p. 14
7/27/2007	Home Depot	Landscaping	\$37.00	\$37.00	invoice shows payment	\$37.00	\$0.00	Landscaping	Ex. 37, p. 14
2/10/2010	Home Depot	unknown	\$32.57	\$32.57	invoice shows payment	\$32.57	\$0.00	Unreadable	Ex. 37, p. 15
9/1/2010	Home Depot	Materials	\$97.58	\$97.58	invoice shows payment	\$31.70	\$65.88	Sod	Ex. 37, p. 15
4/1/2007	Home Depot	unknown	\$45.50	\$45.50	invoice shows payment	\$45.50	\$0.00	Unreadable	Ex. 37, p. 16
11/24/2007	Home Depot	landscaping	\$59.70	\$59.70	invoice shows payment	\$59.70	\$0.00	Landscaping and charcoal	Ex. 37, p. 16
4/4/2015	Home Depot	Materials	\$226.33	\$226.33	invoice shows payment		\$226.33		Ex. 38, p. 1
4/9/2015	Home Depot	Materials	\$361.40	\$361.40	invoice shows payment		\$361.40		Ex. 38, p. 1
5/20/2015	Home Depot	Materials	\$30.42	\$30.42	invoice shows payment		\$30.42		Ex. 38, p. 2
5/26/2015	Home Depot	Materials	\$58.54	\$58.54	invoice shows payment		\$58.54		Ex. 38, p. 2
4/8/2015	Home Depot	Materials	\$140.16	\$140.16	invoice shows payment		\$140.16		Ex. 38, p. 3
4/23/2015	Home Depot	Materials	\$161.19	\$161.19	invoice shows payment	\$21.66	\$139.53	Charcoal	Ex. 38, p. 3
5/6/2015	Home Depot	Materials	\$8.67	\$8.67	invoice shows payment		\$8.67		Ex. 38, p. 4
4/22/2015	Home Depot	Materials	\$87.76	\$87.76	invoice shows payment	\$8.94	\$78.82	water	Ex. 38, p. 4

Date	Provider	For	Invoice or Work Order Amount	Proof of Payment	Notes	Cost Removed	Allowable Amount	Reason for Not Granting	Evidence
5/19/2015	Home Depot	Materials	\$13.26	\$13.26	invoice shows payment		\$13.26		Ex. 38, p. 5
5/14/2015	Home Depot	Materials	\$41.98	\$41.98	invoice shows payment	\$9.94	\$32.04	water	Ex. 38, p. 5
5/12/2015	Home Depot	Materials	\$9.60	\$9.60	invoice shows payment		\$9.60		Ex. 38, p. 6
5/8/2015	Home Depot	Materials	\$20.75	\$20.75	invoice shows payment		\$20.75		Ex. 38, p. 6
5/16/2015	Home Depot	Materials	\$30.33	\$30.33	invoice shows payment		\$30.33		Ex. 38, p. 7
5/21/2015	Home Depot	Materials	\$14.28	\$14.28	invoice shows payment		\$14.28		Ex. 38, p. 7
2/26/2015	Home Depot	Materials	\$129.82	\$129.82	invoice shows payment		\$129.82		Ex. 38, p. 8
3/26/2015	Home Depot	Materials	\$63.93	\$63.93	invoice shows payment	\$38.11	\$25.82	kneepads	Ex. 38, p. 9
3/28/2015	Home Depot	Materials	\$32.35	\$32.35	invoice shows payment		\$32.35		Ex. 38, p. 9
3/11/2015	Home Depot	Materials	\$43.34	\$43.34	invoice shows payment		\$43.34		Ex. 38, p. 10
3/25/2015	Home Depot	Materials	\$79.98	\$79.98	invoice shows payment		\$79.98		Ex. 38, p. 10
3/13/2015	Home Depot	Materials	\$7.06	\$7.06	invoice shows payment		\$7.06		Ex. 38, p. 11
3/11/2015	Home Depot	Materials	\$26.82	\$26.82	invoice shows payment		\$26.82		Ex. 38, p. 11
3/21/2015	Home Depot	Materials	\$54.70	\$54.70	invoice shows payment		\$54.70		Ex. 38, p. 12
3/3/2015	Home Depot	Materials	-\$140.61	-\$140.61	Refund		-\$140.61		Ex. 38, p. 12
12/15/2016	Home Depot	Materials	\$53.49	\$53.49	invoice shows payment	\$53.49	\$0.00	Tools (wetdry vac)	Ex. 38, p. 13
12/7/2016	Home Depot	Materials	\$64.19	\$64.19	invoice shows payment		\$64.19		Ex. 38, p. 13
unreadable	Berkeley Dump	Dump	n/a	n/a	unreadable		\$0.00	unreadable	Ex. 38, p. 14
unreadable	Berkeley Dump	Dump	n/a	n/a	unreadable		\$0.00	unreadable	Ex. 38, p. 14
12/15/2014	Yen Lin	unknown	n/a	n/a	unreadable		\$0.00	unreadable	Ex. 38, p. 15
7/18/2016	Home Depot	Materials	\$260.35	\$260.35	all landscaping	\$260.35	\$0.00	Landscaping	Ex. 39, p. 1
7/16/2016	Home Depot	Materials	\$52.97	\$52.97	tarp	\$52.97	\$0.00	Landscaping	Ex. 39, p. 1
7/16/2016	Home Depot	Materials	\$6.55	\$6.55	Landscaping	\$6.55	\$0.00	Landscaping	Ex. 39, p. 2
5/26/2016	Home Depot	Materials	\$29.65	\$29.65	steer manure/charcoal	\$29.65	\$0.00	Landscaping and charcoal	Ex. 39, p. 2
1/16/2017	Home Depot	Materials	\$60.92	\$60.92	invoice shows payment		\$60.92		Ex. 39, p. 3
7/2/2016	Home Depot	Materials	\$22.45	\$22.45	invoice shows payment		\$22.45		Ex. 39, p. 4
5/28/2016	Home Depot	Materials	\$8.52	\$8.52	invoice shows payment		\$8.52		Ex. 39, p. 4
1/23/2017	Home Depot	Materials	\$208.24	\$208.24	invoice shows payment		\$208.24		Ex. 39, p. 5
1/23/2017	Home Depot	Materials	\$34.08	\$34.08	invoice shows payment		\$34.08		Ex. 39, p. 5
1/26/2017	Home Depot	Materials	\$34.23	\$34.23	invoice shows payment		\$34.23		Ex. 39, p. 6
2/3/2017	Home Depot	Materials	\$41.35	\$41.35	invoice shows payment		\$41.35		Ex. 39, p. 6
7/14/2016	Home Depot	Materials	\$24.83	\$24.83	invoice shows payment		\$24.83		Ex. 39, p. 7
2/3/2017	Home Depot	Materials	\$36.33	\$36.33	invoice shows payment		\$36.33		Ex. 39, p. 7
12/1/2016	Home Depot	Materials	\$128.37	\$128.37	invoice shows payment		\$128.37		Ex. 39, p. 8
12/8/2016	Home Depot	Materials	\$18.54	\$18.54	invoice shows payment		\$18.54		Ex. 39, p. 8
unreadable	Berkeley Dump	Dump	n/a	n/a	unreadable		\$0.00	unreadable	Ex. 39, p. 9
7/19/2016	Home Depot	Plants	\$170.79	\$170.79	plants	\$170.79	\$0.00	Landscaping	Ex. 39, p. 10
7/19/2016	Home Depot	Plants	\$61.14	\$61.14	plants	\$61.14	\$0.00	Landscaping	Ex. 39, p. 10
10/6/2016	Home Depot	Plants	\$56.58	\$56.58	plants	\$56.58	\$0.00	Landscaping	Ex. 39, p. 11
10/8/2016	Home Depot	Blinds	\$407.14	\$407.14	invoice shows payment		\$407.14		Ex. 39, p. 11
11/16/2016	Home Depot	Blinds	\$333.13	\$333.13	invoice shows payment		\$333.13		Ex. 39, p. 12
10/13/2016	Home Depot	Blinds	\$19.53	\$19.53	invoice shows payment		\$19.53		Ex. 39, p. 12
12/7/2016	Home Depot	unknown	\$147.75	\$147.75	items purchased unreadable	\$147.75	\$0.00	unreadable	Ex. 40, p. 1
9/30/2016	Home Depot	Materials	\$55.88	\$55.88	invoice shows payment		\$55.88		Ex. 40, p. 2
11/30/2016	Home Depot	Materials	\$192.57	\$192.57	invoice shows payment		\$192.57		Ex. 40, p. 2
4/14/2017	Home Depot	Materials	\$53.45	\$53.45	invoice shows payment	\$53.45	\$0.00	3 months post permit	Ex. 40, p. 3
4/12/2017	Home Depot	Materials	\$32.13	\$32.13	invoice shows payment	\$32.13	\$0.00	3 months post permit	Ex. 40, p. 3
10/10/2016	Home Depot	Materials	\$13.88	\$13.88	invoice shows payment		\$13.88		Ex. 40, p. 4
1/22/2016	Home Depot	Materials	\$57.61	\$57.61	invoice shows payment		\$57.61		Ex. 40, p. 4
9/26/2016	Home Depot	Materials	\$216.88	\$216.88	invoice shows payment		\$216.88		Ex. 40, p. 5
9/26/2016	Home Depot	Materials	\$88.74	\$88.74	includes hydrangea	\$37.02	\$51.72	landscaping	Ex. 40, p. 5
12/9/2016	Home Depot	Gas Heater	\$612.20	\$612.20	invoice shows payment		\$612.20		Ex. 40, p. 6
12/15/2016	Home Depot	Materials	\$65.63	\$65.63	invoice shows payment		\$65.63		Ex. 40, p. 6

Date	Provider	For	Invoice or Work Order Amount	Proof of Payment	Notes	Cost Removed	Allowable Amount	Reason for Not Granting	Evidence
7/30/2016	Home Depot	Materials	\$4.36	\$4.36	invoice shows payment		\$4.36		Ex. 40, p. 7
9/28/2016	Home Depot	Materials	\$134.90	\$134.90	invoice shows payment		\$134.90		Ex. 40, p. 7
7/23/2016	Home Depot	Materials	\$65.23	\$65.23	includes beverages	\$3.98	\$61.25	beverages	Ex. 40, p. 8
7/20/2016	Home Depot	Materials	\$64.51	\$64.51	invoice shows payment		\$64.51		Ex. 40, p. 8
4/16/2016	Home Depot	Materials	\$139.77	\$139.77	includes beverages	\$3.98	\$135.79	beverages	Ex. 40, p. 9
1/22/2016	Home Depot	Materials	\$186.39	\$186.39	invoice shows payment		\$186.39		Ex. 40, p. 9
4/15/2016	Home Depot	Materials	\$48.62	\$48.62	invoice shows payment		\$48.62		Ex. 40, p. 10
4/15/2016	Home Depot	Materials	\$18.12	\$18.12	invoice shows payment		\$18.12		Ex. 40, p. 10
6/11/2016	Home Depot	Materials	\$49.68	\$49.68	includes cost of work-light	\$17.41	\$32.27	tools	Ex. 40, p. 11
5/30/2016	Home Depot	Materials	\$20.71	\$20.71	invoice shows payment		\$173.54		Ex. 40, p. 11
5/28/2016	Home Depot	Materials	\$103.86	\$103.86	includes beverages	\$3.98	\$16.73	beverages	Ex. 40, p. 12
4/16/2016	Home Depot	Materials	\$24.14	\$24.14	invoice shows payment		\$103.86		Ex. 40, p. 12
unreadable	Home Depot	Materials	\$275.49	\$275.49	invoice shows payment	\$275.49	\$0.00	Unreadable date and landscaping	Ex. 40, p. 13
7/23/2016	Home Depot	Landscaping	\$59.87	\$59.87	Landscaping	\$59.87	\$0.00	Landscaping	Ex. 40, p. 14
7/20/2016	Home Depot	Landscaping	\$155.88	\$155.88	Landscaping	\$155.88	\$0.00	Landscaping	Ex. 40, p. 14
unreadable	Home Depot	unknown	n/a	n/a	unreadable		\$0.00	unreadable	Ex. 40, p. 15
7/30/2016	Home Depot	Materials	\$76.20	\$76.20	invoice shows payment		\$76.20		Ex. 40, p. 15
11/14/2016	Superglass	Glass	n/a	\$200.00			\$0.00	No invoice	Ex. 40, p. 16
3/28/2012	Home Depot	Materials	\$9.17	\$9.17	invoice shows payment		\$9.17		Ex. 40, p. 17
3/26/2012	Home Depot	Staples	\$2.76	\$2.76	invoice shows payment		\$2.76		Ex. 40, p. 17
8/22/2007	Home Depot	Materials	\$24.21	\$24.21	invoice shows payment		\$24.21		Ex. 40, p. 18
7/14/2007	Home Depot	Landscaping	\$48.23	\$48.23	Landscaping	\$48.23	\$0.00	Landscaping	Ex. 40, p. 18
10/18/2015	Home Depot	Materials	\$595.27	\$595.27	invoice shows payment		\$595.27		Ex. 41, p. 1
9/14/2007	Orchard Supply	Materials	\$2.16	\$2.16	invoice shows payment		\$2.16		Ex. 41, p. 2
4/27/2015	Home Depot	Materials	\$71.72	\$71.72	invoice shows payment		\$71.72		Ex. 41, p. 3
4/21/2015	Home Depot	Materials	\$370.79	\$370.79	invoice shows payment		\$370.79		Ex. 41, p. 3
12/18/2011	Hertz Equip Rental	Equipment Rental	\$107.02	\$107.02	invoice shows payment		\$107.02		Ex. 41, pp. 4-5
3/27/2012	Home Depot	Materials	\$99.53	\$99.53	invoice shows payment		\$99.53		Ex. 41, p. 6
9/22/2007	Home Depot	Materials	\$26.07	\$26.07	invoice shows payment		\$26.07		Ex. 41, p. 7
8/7/2007	Home Depot	Landscaping	\$36.01	\$36.01	Landscaping	\$36.01	\$0.00	Landscaping	Ex. 41, p. 7
1/28/2007	Home Depot	Landscaping	\$119.95	\$119.95	Landscaping	\$119.95	\$0.00	Landscaping	Ex. 41, p. 8
10/5/2007	Home Depot	Landscaping	\$53.27	\$53.27	Landscaping	\$53.27	\$0.00	Landscaping	Ex. 41, p. 8
3/24/2012	Economy Lumber	Materials	\$3.80	\$3.80	invoice shows payment		\$3.80		Ex. 41, p. 9
11/17/2010	Home Depot	unknown	n/a	n/a	unreadable		\$0.00	Unreadable	Ex. 41, p. 10
7/13/2007	Home Depot	Materials	\$3.65	\$3.65	invoice shows payment		\$3.65		Ex. 42, p. 1
7/16/2007	Home Depot	Landscaping	\$46.34	\$46.34	Landscaping	\$46.34	\$0.00	Landscaping	Ex. 42, p. 1
7/20/2007	Home Depot	Landscaping	\$116.21	\$116.21	Landscaping	\$116.21	\$0.00	Landscaping	Ex. 42, p. 2
6/9/2007	Home Depot	Landscaping	\$111.72	\$111.72	Landscaping	\$111.72	\$0.00	Landscaping	Ex. 42, p. 2
12/18/2011	Home Depot	Materials	\$36.58	\$36.58	Duplicate of Ex. 41, p. 6	\$36.58	\$0.00	duplicate	Ex. 42, p. 3
6/7/2007	Home Depot	Unreadable	n/a	n/a	unreadable		\$0.00	unreadable	Ex. 42, p. 3
3/30/2007	Home Depot	Unreadable	n/a	n/a	unreadable		\$0.00	unreadable	Ex. 42, p. 4
unreadable	Home Depot	Unreadable	n/a	n/a	unreadable		\$0.00	unreadable	Ex. 42, p. 5
10/3/2007	Home Depot	Unreadable	n/a	n/a	unreadable		\$0.00	unreadable	Ex. 42, p. 6
4/21/2007	Home Depot	Unreadable	n/a	n/a	unreadable		\$0.00	unreadable	Ex. 42, p. 7
7/16/2007	Home Depot	Materials	\$97.06	\$97.06	invoice shows payment		\$97.06		Ex. 42, p. 7
5/30/2007	Home Depot	Materials	n/a	n/a	unreadable		\$0.00	unreadable	Ex. 42, p. 8
9/2/2007	Home Depot	Materials	\$28.48	\$28.48	invoice shows payment	\$1.33	\$27.15	beverages	Ex. 42, p. 8
5/31/2007	Home Depot	Landscaping	\$22.30	\$22.30	Landscaping	\$22.30	\$0.00	Landscaping	Ex. 42, p. 9
unreadable	Home Depot	Landscaping	\$67.41	\$67.41	Landscaping	\$67.41	\$0.00	Landscaping	Ex. 42, p. 10
5/29/2007	Home Depot	Materials	\$68.41	\$68.41	invoice shows payment		\$68.41		Ex. 42, p. 10
11/13/2007	Truitt and White	Materials	\$1,041.66	\$1,041.66	invoice shows payment		\$1,041.66		Ex. 48, p. 1
11/16/2007	Truitt and White	Materials	\$505.04	\$505.04	invoice shows payment		\$505.04		Ex. 48, p. 2

Date	Provider	For	Invoice or Work Order Amount	Proof of Payment	Notes	Cost Removed	Allowable Amount	Reason for Not Granting	Evidence
12/14/2007	Truitt and White	Materials	\$393.39	\$393.39	invoice shows payment		\$393.39		Ex. 48, p. 3
12/15/2007	Truitt and White	Materials	\$359.92	\$359.92	invoice shows payment		\$359.92		Ex. 48, p. 4
2/5/2007	Truitt and White	Materials	\$66.16	\$66.16	invoice shows payment		\$66.16		Ex. 48, p. 5
1/2/2007	Ashby Lumber	Materials	\$1,588.46	\$1,588.46	invoice shows payment		\$1,588.46		Ex. 49, p. 1
6/8/2007	Truitt and White	Materials	\$217.17	\$217.17	invoice shows payment		\$217.17		Ex. 49, p. 2
11/16/2007	Truitt and White	Materials	\$505.04	\$505.04	Duplicate of Ex. 48, p. 2	\$505.04	\$0.00	duplicate	Ex. 49, p. 3
11/20/2007	Truitt and White	Materials	\$612.59	\$612.59	invoice shows payment		\$612.59		Ex. 49, p. 4
11/23/2007	Ashby Lumber	Materials	\$257.24	\$257.24	invoice shows payment		\$257.24		Ex. 49, p. 5
11/27/2007	Truitt and White	Materials	\$683.17	\$683.17	invoice shows payment		\$683.17		Ex. 49, p. 6
7/18/2007	Applied Materials	unknown	\$844.16	n/a			\$0.00	No proof of payment and no indication of what was purchased	Ex. 49, p. 7
6/12/2008	Economy Lumber	Materials	\$58.93	\$58.93	invoice shows payment		\$58.93		Ex. 50, p. 1
8/27/2008	Truitt and White	Materials	\$345.44	\$345.44	invoice shows payment		\$345.44		Ex. 50, p. 2
9/17/2008	Truitt and White	Materials	\$371.39	\$371.39	invoice shows payment		\$371.39		Ex. 50, p. 3
10/1/2008	Ashby Lumber	Materials	\$489.38	\$489.38	invoice shows payment		\$489.38		Ex. 50, p. 4
10/1/2008	Truitt and White	Materials	\$42.67	\$42.67	invoice shows payment		\$42.67		Ex. 50, p. 5
2/5/2008	Ashby Lumber	Materials	\$83.93	\$83.93	invoice shows payment		\$83.93		Ex. 51, p. 1
2/20/2008	Ashby Lumber	Materials	\$274.54	\$274.54	invoice shows payment		\$274.54		Ex. 51, p. 2
3/11/2008	Ashby Lumber	Materials	\$334.67	\$334.67	invoice shows payment		\$334.67		Ex. 51, p. 3
4/21/2008	Ashby Lumber	Materials	\$1,352.35	\$1,352.35	invoice shows payment		\$1,352.35		Ex. 51, pp. 4-5
4/22/2008	Truitt and White	Materials	\$3.58	\$3.58	invoice shows payment		\$3.58		Ex. 51, p. 6
4/25/2008	Ashby Lumber	Materials	\$120.96	\$120.96	invoice shows payment		\$120.96		Ex. 51, p. 7
5/28/2008	Ashby Lumber	Materials	\$133.84	\$133.84	invoice shows payment		\$133.84		Ex. 51, p. 8
6/11/2008	Ashby Lumber	Materials	\$21.70	\$21.70	invoice shows payment		\$21.70		Ex. 51, p. 9
6/18/2008	Ashby Lumber	Materials	\$106.49	\$106.49	invoice shows payment		\$106.49		Ex. 51, p. 10
8/7/2008	Ashby Lumber	Materials	\$1,710.06	\$1,710.06	invoice shows payment		\$1,710.06		Ex. 51, p. 11
11/12/2008	Ashby Lumber	Materials	\$132.87	\$132.87	invoice shows payment		\$132.87		Ex. 51, p. 12
12/12/2007	Ashby Lumber	Materials	\$116.80	\$116.80	invoice shows payment		\$116.80		Ex. 51, p. 13
1/7/2008	Ashby Lumber	Materials	\$690.18	\$690.18	invoice shows payment		\$690.18		Ex. 52, p. 1
8/6/2008	Ashby Lumber	Materials	\$1,710.06	\$1,710.06	duplicate of 8/7/08 receipt above	\$1,710.06	\$0.00	duplicate	Ex. 52, p. 2
8/6/2008	Ashby Lumber	Materials	\$37.39	\$37.39	invoice shows payment		\$37.39		Ex. 52, p. 3
Miscellaneous Subtotal:			\$45,910.59	\$45,266.43			\$36,355.38		

Category: Cabinets and Marble									
Date	Provider	For	Invoice or Work Order Amount	Proof of Payment	Notes	Cost Removed	Allowable Amount	Reason for Not Granting	Evidence
11/3/2014	Modern Cabinet	Cabinets	\$25,265.00	\$24,700.00	invoice shows \$12,000 paid, plus additional \$12,700 paid by check number 1131 on 12/5/14		\$24,700.00		Ex. 32, pp. 1 and 4, Ex. 55, p. 120
12/18/2014	Golden State/Dal-Tile	Granite	\$2,478.58	\$2,478.58	Check number 1145		\$2,478.58		Ex. 32, p. 2, Ex. 55, p. 125
1/5/2015	Golden State/Dal-Tile	Granite	\$7,500.00	\$7,500.00	Check numbers 1152 and 1189		\$7,500.00		Ex. 32, p. 3, Ex. 55, pp. 126 and 134
Cabinets and Marble Subtotal:			\$35,243.58	\$34,678.58			\$34,678.58		

Date	Provider	For	Invoice or Work Order Amount	Proof of Payment	Notes	Cost Removed	Allowable Amount	Reason for Not Granting	Evidence
Category: Surveying Costs									
8/3/2006	Thomas Hemenway	Surveying	\$400.00	\$650.00	Owner produced check # 2680 for \$400 and 2702 for \$250 from August and September of 2006		\$400.00		Ex. 43, pp 1 and 3
7/11/2007	Thomas Hemenway	Surveying	\$150.00	\$400.00	Owner produced check # 194 dated 11/19/08		\$150.00		Ex. 43, pp 2-3, Ex. 55, page 31
4/8/2005	Andrew Deak	Boundary Survey	\$1,200.00	\$1,200.00			\$1,200.00		Ex. 43, pp 4-5
Surveying Costs Subtotal:			\$1,750.00	\$2,250.00			\$1,750.00		

Category: Concrete Costs									
10/2/2006	Berkeley/Oakland Ready Mix	Concrete	\$2,872.50	\$2,436.00	For foundation. Two invoices on same date. Owner produced check number 2728 to Berkeley Ready Mix dated 10/16/06 and check number 2733 dated 10/17/06		\$2,436.00		Ex. 44, pp 1-2, Ex. 55 page 22
1/16/2007	Berkeley/Oakland Ready Mix	concrete	\$2,349.00	\$2,349.00	For exterior walls	\$2,349.00	\$0.00	Exterior to building	Ex. 49, p. 8, 9 and 11
1/15/2007	Berkeley/Oakland Ready Mix	concrete	\$1,174.50	n/a	For exterior walls		\$0.00	No proof of payment and exterior to building	Ex. 49, p. 10
Concrete Costs Subtotal:			\$6,396.00	\$4,785.00			\$2,436.00		

Category: House Moving									
10/2/2006	Berkeley Concrete Pumping	House Move	\$581.00	\$581.00	paid by check number 2716 on 10/2/06		\$581.00		Ex. 47, p. 1, Ex. 55, p. 20
3/15/2006	Rogers House Moving	House Move	\$6,500.00	\$5,000.00	paid by check numbers 2557 (\$500), 2617(\$2,000) and 2622 (\$2,500)		\$5,000.00		Ex. 47, pp 2-3, Ex. 55, pp 5 and 7
7/13/2006	Truitt and White	House Move	\$368.35	\$368.35	paid by check number 2661		\$368.35		Ex. 47, p. 5, Ex. 55, p. 11 a
6/30/2006	Build Tek	House Move	\$1,655.29	\$1,655.20	paid by check number 2651		\$1,655.20		Ex. 47, p. 4, Ex. 55, p. 8
Cabinets and Marble Subtotal:			\$9,104.64	\$7,604.55			\$7,604.55		

TOTAL ALLOWABLE EXPENSES

\$210,123.93

City of Oakland
Bureau of Building
Construction Valuation¹
For Building Permits⁴
Effective January 1, 2017

Planning and Building Department
 Dalziel Administration Building
 250 Frank Ogawa Plaza - 2nd Floor
 Oakland, CA 94612
 510-238-3891

Occ.	Description ³	Construction Type	Level Ground		Hillside Construction ²		Marshall & Swift December 2016
			New	Remodel	New	Remodel	
R3	Single Family Residence	V	\$236.52	\$122.99	\$307.48	\$159.89	Section 12 pg 25 (C/e)
	Duplex/Townhouse	V	\$196.12	\$101.98	\$254.95	\$132.58	Section 12 pg 31 (C/e)
	Factory/Manufactured home	V	\$73.45	\$38.19	\$95.49	\$49.65	Section 63 pg 9 (Exc)
	Finished Habitable Basement Conversion	V	\$125.58	\$65.30	\$163.25	\$84.89	Section 12 pg 26 (CDS/g)
	Convert non-habitable to habitable	V	N/A	\$125.58	N/A	\$163.25	Section 12 pg 26 (CDS/g)
	Partition Walls (s.f.)	V	N/A	\$17.23	N/A	\$22.39	Section 52 pg 1 (6"wall)
	Foundation Upgrade (l.f.)	V	\$113.10	NA	\$147.03	NA	Section 51 pg 2 (R/24x72.)
	Patio/Porch/Roof	V	\$28.60	\$14.87	\$37.18	\$19.33	Section 66 pg 2 (Wood)
	Ground Level Decks	V	\$18.53	\$9.63	\$24.08	\$12.52	Section 66 pg 2 (100sf/avg)
	Elevated Decks & Balconies	V	\$34.13	\$17.75	\$44.36	\$23.07	Section 66 pg-2 (100sf/+1 story)
U1	Garage	V	\$43.73	\$22.74	\$56.85	\$29.56	Section 12 pg 35 (C/a600)
	Carport	V	\$35.75	\$18.59	\$46.48	\$24.17	Section 12 pg 35 (D/a4car)
	Retaining wall (s.f.)	III	\$37.05	NA	\$48.17	NA	Section 55 pg 3 (12"rein.f.h)
R2	Apartment (>2 units)	I & II	\$195.00	\$101.40	\$253.50	\$131.82	Section 11 pg 18 (B/g)
		III	\$175.50	\$91.26	\$228.15	\$118.64	Section 11 pg 18 (Cmill/g)
		V	\$148.20	\$77.06	\$192.66	\$100.18	Section 11 pg 18 (D/g)
Non-Residential Occupancy							
A	Church/Auditorium	I & II	\$310.62	\$161.52	\$403.81	\$209.98	Section 16 pg 9 (B/g)
		III	\$223.28	\$116.10	\$290.26	\$150.93	Section 16 pg 9 (B/a)
		V	\$207.48	\$107.89	\$269.72	\$140.26	Section 16 pg 9 (S/g)
A	Restaurant	I & II	\$265.33	\$137.97	\$344.93	\$179.36	Section 13 pg 14 (A-B/g)
		III	\$204.36	\$106.27	\$265.67	\$138.15	Section 13 pg 14 (C/g)
		V	\$191.89	\$99.78	\$249.46	\$129.72	Section 13 pg 14 (D/g)
B	Restaurant <50 occupancy	V	\$170.35	\$88.58	\$221.46	\$115.16	Section 13 pg 17 (C/a)
B	Bank	I & II	\$265.32	\$137.96	\$344.91	\$179.35	Section 15 pg 21 (B/a)
		III	\$214.05	\$111.30	\$278.26	\$144.69	Section 15 pg 21 (C/a)
		V	\$201.29	\$104.67	\$261.68	\$136.07	Section 15 pg 21 (D/a)
B	Medical Office	I & II	\$298.29	\$155.11	\$387.77	\$201.64	Section 15 pg 22 (A/g)
		III	\$288.82	\$150.19	\$375.47	\$195.24	Section 15 pg 22 (B/g)
		V	\$235.95	\$122.69	\$306.74	\$159.50	Section 15 pg 22 (C/g)
B	Office	I & II	\$196.25	\$102.05	\$255.12	\$132.66	Section 15 pg 17 (B/a)
		III	\$142.04	\$73.86	\$184.65	\$96.02	Section 15 pg 17 (C/a)
		V	\$134.30	\$69.84	\$174.59	\$90.79	Section 15 pg 17 (D/a)
E	School	I & II	\$255.80	\$133.02	\$332.54	\$172.92	Section 18 pg 14 (A-B/g)
		III	\$200.51	\$104.27	\$260.67	\$135.55	Section 18 pg 14 (C/g)
		V	\$193.21	\$100.47	\$251.17	\$130.61	Section 18 pg 14 (D/g)
H	Repair Garage	I & II	\$218.37	\$113.55	\$283.89	\$147.62	Section 14 pg 33 (MSG 527C/e)
		III	\$211.86	\$110.17	\$275.42	\$143.22	Section 14 pg 33 (MLG 423C/e)
		V	\$203.87	\$106.01	\$265.03	\$137.81	Section 14 pg 33 (MLG 423D/e)
I	Care Facilities / Institutional	I & II	\$220.73	\$114.78	\$286.95	\$149.21	Section 15 pg 22 (B/a)
		III	\$178.89	\$93.02	\$232.56	\$120.93	Section 15 pg 22 (C/a)
		V	\$170.63	\$88.73	\$221.81	\$115.34	Section 15 pg 22 (D/a)
M	Market (Retail sales)	I & II	\$170.77	\$88.80	\$222.00	\$115.44	Section 13 pg 26 (A/g)
		III	\$137.49	\$71.49	\$178.73	\$92.94	Section 13 pg 26 (C/g)
		V	\$130.20	\$67.70	\$169.25	\$88.01	Section 13 pg 26 (D/g)
S	Industrial plant	I & II	\$186.23	\$96.84	\$242.09	\$125.89	Section 14 pg 15 (B/a)
		III	\$145.89	\$75.86	\$189.65	\$98.62	Section 14 pg 15 (C/a)
		V	\$130.25	\$67.73	\$169.32	\$88.05	Section 14 pg 15 (D/a)
S	Warehouse	I & II	\$115.30	\$59.95	\$149.89	\$77.94	Section 14 pg 26 (A/g)
		III	\$108.60	\$56.47	\$141.18	\$73.41	Section 14 pg 26 (B/g)
		V	\$106.52	\$55.39	\$138.48	\$72.01	Section 14 pg 26 (Cmill/g)
S	Parking Garage	I & II	\$91.53	\$47.60	\$118.99	\$61.88	Section 14 pg 34 (A/g)

¹ Cost per square foot, unless noted otherwise. (l.f. = linear foot; s.f. = square foot); includes 1.3 regional multiplier (see Sec. 99 pg 6 December 2016 Marshall & Swift)

² Hillside construction = slope >20%; multiply by additional 1.3 multiplier

³ Remodel Function of New Construction is a 0.52 multiplier.

⁴ Separate structures or occupancies valued separately.

⁵ Separate fees assessed for E/P/M permits, R.O.W. improvements, Fire Prevention Bureau, Grading Permits, technology enhancement, records management, Excav. & Shoring.

Exhibit "B"

PROOF OF SERVICE

Case Number L17-0018

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

Documents Included

Hearing Decision

Owner

Frank & Fred Ghahyaz
5825 St. Paul Court
Oakland, CA 94618

Tenant

Andrew Barinov
517 Oakland Ave
Oakland, CA 94611

Tenant

Curtis Cho
519 Oakland Ave
Oakland, CA 94611

Tenant

Dan Klos
517 Oakland Ave
Oakland, CA 94611

Tenant

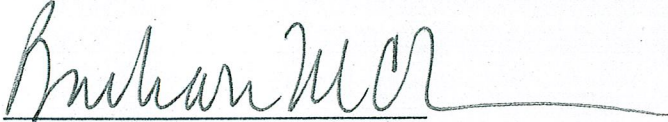
Joshua Encarnacion
517 Oakland Ave
Oakland, CA 94611

Tenant

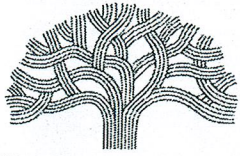
Maurice Wilkins
517 Oakland Ave
Oakland, CA 94611

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on February 26, 2018 in Oakland, CA.

A handwritten signature in cursive script, appearing to read "Barbara M. Cohen", followed by a horizontal line extending to the right.

Barbara M. Cohen
Oakland Rent Adjustment Program



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**
250 Frank Ogawa Plaza, Suite 5313
Oakland, CA 94612
(510) 238-3721

For date stamp.

APPEAL

2018 MAR 19 PM 1:00

Appellant's Name Faramarz Tabatabai-Ghahyaz		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) 517-519 Oakland Avenue, Oakland, California 94618			
Appellant's Mailing Address (For receipt of notices) 5825 St. Paul Court, Oakland, California 94618		Case Number L17-0018	
		Date of Decision appealed February 26, 2018	
Name of Representative (if any) Isaac Jacobson, McLaughlin Sanchez LLP		Representative's Mailing Address (For notices) 605 Market Street, Suite 300, San Francisco, California 94105, (415) 655-9753	

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.)

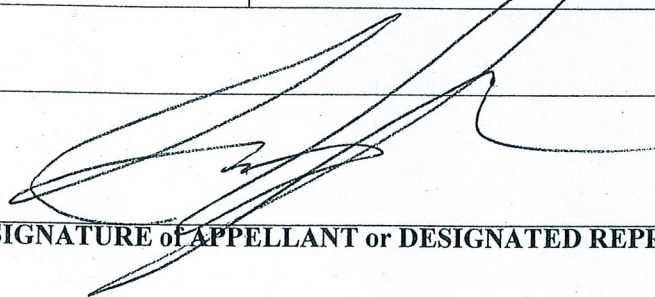
20 MAR 2018 PM 3:39
 UNIT MAIL ROOM 2017

Submissions to the Board are limited to 25 pages from each party. Please number attached pages consecutively.
 Number of pages attached: _____

You must serve a copy of your appeal on the opposing party(ies) or your appeal may be dismissed.

I declare under penalty of perjury under the laws of the State of California that on March 19, 2018, 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>	Dan Klos and Maurice Wilkins
<u>Address</u>	517 Oakland Avenue
<u>City, State Zip</u>	Oakland, California, 94618
<u>Name</u>	Curtis Choi and Cassandra Choi
<u>Address</u>	519 Oakland Avenue
<u>City, State Zip</u>	Oakland, California, 94618

	3/19/18
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 of the information required or your appeal cannot be processed and may be dismissed.
- Any supporting argument or documentation to be considered by the Board must be received by the Rent Adjustment Program with a proof of service on opposing party within 15 days of filing the appeal.
- 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 as to jurisdiction, 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.

1 Owner, Faramarz Tabatabai- Ghahyaz (“Owner”), hereby appeals the City of Oakland’s
2 Housing and Community Development Department, Rent Adjustment Program’s (“Rent
3 Adjustment Program”) February 28, 2018, decision denying Owner’s petition for certificate of
4 exemption based on substantial rehabilitation, filed February 1, 2017 (the “Petition”), because
5 Owner was denied a sufficient opportunity to present his claim.

6 Owner filed the Petition without the assistance of an attorney and without prior experience
7 petitioning at the City of Oakland Rent Adjustment Program, or any other similar administrative
8 proceeding. Owner lacked sophistication to adequately address the hearing officer’s questions
9 and concerns about certain expenses and the reason for the various delays completing the project.
10 Because Owner lacked the skill and knowhow to effectively present his case, the Petition was
11 denied despite the existence of evidence that would have satisfied many, if not all, of the hearing
12 officer’s concerns regarding Owner’s Petition. Unless the Rent Adjustment Program considers
13 the attached documents, Owner will suffer undue prejudice that could have been avoided if
14 Owner had competent representation when he initially filed the Petition.

15 **I. Evidence Demonstrating Good Cause for Work Exceeding Two Years.**

16 Oakland Municipal Code Rules and Regulations section 8.22.030, states that “[i]n order to
17 qualify for the substantial habilitation exemption, the rehabilitation work must be completed
18 within a two (2) year period after the issuance of the building permit for the work unless the
19 Owner demonstrates good cause for the work exceeding two (2) years.” Here, Owner can
20 demonstrate good cause due to financial hardship.

21 Owner took out the first permits in 2006. Shortly thereafter his business suffered under
22 the depressed economy. Owner received a notice of default for his primary residence at 840
23 Reliez Station Road in Lafayette in 2006. It was sold at auction in 2010. A true and correct copy
24 of the Notice of Trustee’s Sale is attached hereto, pages 4-6. In June of 2009, Owner filed for
25 Bankruptcy, which was finalized in August of the same year. A true and correct copy of Owner’s
26 Chapter 13 Plan is attached hereto, page 7. Owner fell behind on his property taxes from 2006
27 through 2011, and finally paid the amount owed, \$65,613.40, in July of 2014. A true and correct
28 copy of the Certificate of Redemption of Tax Defaulted Property is attached hereto, page 8.

1 Throughout his financial troubles, Owner could not get financing due to his bankruptcy
2 and had to pay cash, which he often borrowed from friends and family, to keep the permits valid
3 and the project alive.

4 Owner requests that the Rent Adjustment Program find that his financial hardship, which
5 he suffered throughout this project, was good cause justifying his delay, and therefore grant his
6 petition for certificate of exemption.

7 **II. Evidence That Owner Met the Requirement that He Spend at least 50% of the Basic**
8 **Cost of New Construction.**

9 The hearing officer's decision credited Owner with \$210,123.93 of allowable costs
10 expended, \$121,025.07 short of the \$331,149.00 required to qualify for the exemption. The
11 hearing officer found that a significant portion of Owner's expenses were not adequately proven
12 by the evidence presented. Significantly, the hearing officer gave no credit for any labor
13 performed for the project, which Owner' paid for in cash and checks and did not receive invoices
14 or receipts. The following documents attached in numerical order evidence payments in the
15 amount of \$194,386.34, which were not credited towards allowable costs expended in the
16 February 28, 2018, decision denying the Petition, the amount of which qualifies the property for
17 the requested exemption:

- 18 a. Declaration of Edgar Perreira and invoice for labor performed hauling dirt and
19 debris for the excavation of the parking area and retaining walls between 2013 and
20 2016 in the amount of \$12,100. Pages 9-10.
- 21 b. Declaration of Jaime Villasenor and attached checks for labor performed laying
22 interior tiling and hardwood floors, installing sheetrock, doors, and windows, and
23 work on the exterior walls of the property between 2014 and 2016 in the amount of
24 \$87,319. Pages 11-15.
- 25 c. Checks for payments to Carlos Mendoza, the laborer who laid the foundation and
26 installed the wood framing on the property from 2006 through 2007 in the amount
27 of \$70,122.00. Pages 16-20.
- 28

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- d. Invoice dated June 2, 2004, and letter dated March 13, 2018, from William Coburn, the architect for the project, stating that Owner paid him \$10,000 for the plans for the property. Pages 21-22.
- e. Proposal and proof of payment in 2016 to Drainline Plumbing for a sewer lateral line in the amount of \$4,200.00. Pages 23-24.
- f. Invoice and proof of payment to PG&E in 2014 for gas connection for the added unit in the amount of \$10,645.34. Page 25.

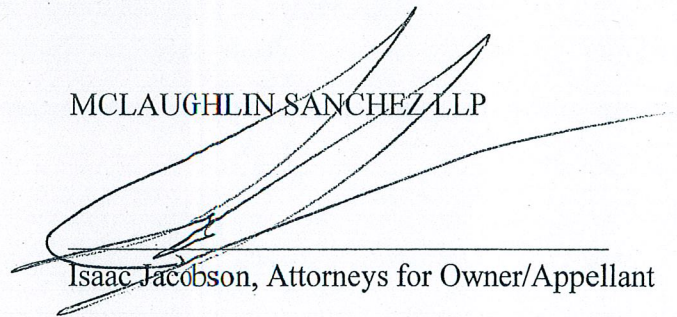
FILED
2018 MAR 19 PM 1:33
PT

III. Conclusion

Based on the preceding submission of documents, which were not considered by the hearing officer when rendering the February 28, 2018, decision denying the Petition, Owner respectfully request that the Rent Adjustment Program enter a decision granting the petition for certificate of exemption based on substantial rehabilitation, filed February 1, 2017.

Dated: March 19, 2018

MCLAUGHLIN SANCHEZ LLP



Isaac Jacobson, Attorneys for Owner/Appellant

RECORDING REQUESTED BY
And When Recorded Mail To:

CAL-WESTERN RECONVEYANCE CORPORATION
525 EAST MAIN STREET
P.O. BOX 22004
EL CAJON CA 92022-9004



APN: 238-070-013

Trustee Sale No. 1200411-15

Space Above This Line For Recorder's Use

NOTICE OF TRUSTEE'S SALE

LOAN NO: XXXXXX6568

TRA:14002

REF: GHAYAZ, FARMARZ

UNVER

Property Address: 840 RELIEZ STATION ROAD, LAFAYETTE CA 94549

IMPORTANT NOTICE TO PROPERTY OWNER:

YOU ARE IN DEFAULT UNDER A DEED OF TRUST, DATED January 25, 2006. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER

On July 22, 2010, at 1:30pm, CAL-WESTERN RECONVEYANCE CORPORATION, as duly appointed trustee under and pursuant to Deed of Trust recorded February 10, 2006, as Inst. No. 2006-0043953-00, in book XX, page XX, of Official Records in the office of the County Recorder of CONTRA COSTA County, State of CALIFORNIA executed by:

FARMARZ TABATABAI GHAYAZ, AN UNMARRIED PERSON

~~WILL SELL AT PUBLIC AUCTION~~ TO HIGHEST BIDDER FOR CASH, CASHIER'S CHECK DRAWN ON A STATE OR NATIONAL BANK, A CHECK DRAWN BY A STATE OR FEDERAL CREDIT UNION, OR A CHECK DRAWN BY A STATE OR FEDERAL SAVINGS AND LOAN ASSOCIATION, SAVINGS ASSOCIATION, OR SAVINGS BANK SPECIFIED IN SECTION 5102 OF THE FINANCIAL CODE AND AUTHORIZED TO DO BUSINESS IN THIS STATE:

**AT THE COURT STREET ENTRANCE TO THE COUNTY COURTHOUSE,
725 COURT STREET
MARTINEZ CALIFORNIA**

all right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County and State described as:

COMPLETELY DESCRIBED IN SAID DEED OF TRUST

NOTICE OF TRUSTEE'S SALE

Trustee Sales No. 1200411-15

The street address and other common designation, if any, of the real property described above is purported to be:

**840 RELIEZ STATION ROAD
LAFAYETTE CA 94549**

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein.

Said sale will be held, but without covenant or warranty, express or implied, regarding title, possession, condition, or encumbrances, including fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust, to pay the remaining principal sums of the note(s) secured by said Deed of Trust. The total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is: **\$1,003,735.59.**

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

The beneficiary under said Deed of Trust heretofore executed and delivered to the undersigned a written Declaration of Default and Demand for Sale, and a written Notice of Default and Election to Sell. The undersigned caused said Notice of Default and Election to Sell to be recorded in the county where the real property is located.

Regarding the property that is the subject of this notice of sale, the "mortgage loan servicer" as defined in Civil Code § 2923.53(k)(3), declares that it has obtained from the Commissioner a final or temporary order of exemption pursuant to Civil Code section 2923.53 and that the exemption is current and valid on the date this notice of sale is recorded. The time frame for giving a notice of sale specified in Civil Code Section 2923.52 subdivision (a) does not apply to this notice of sale pursuant to Civil Code Sections 2923.52. See Attached Declaration.

FOR SALES INFORMATION: Mon – Fri 9:00am to 4:00pm (619)590-1221
CAL-WESTERN RECONVEYANCE CORPORATION
525 EAST MAIN STREET
P.O. BOX 22004
EL CAJON CA 92022-9004

Dated: June 15, 2010

CAL-WESTERN RECONVEYANCE CORPORATION

By: S/Authorized Signature
Authorized Signature

CALIFORNIA DECLARATION

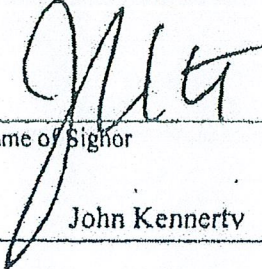
I, John Kennerty, of America's Servicing Company ("Mortgage Loan Servicer"), declare under penalty of perjury, under the laws of the State of California, that the following is true and correct:

The Mortgage Loan Servicer X has or has not obtained from the Commissioner of Corporation a final or temporary order of exemption pursuant to California Civil code Section 2923.53 that is current and valid on the date the accompanying Notice of Sale is filed.

AND/OR

The timeframe for giving Notice of Sale specified in subdivision (a) of Civil Code Section 2923.52 does or X does not apply pursuant to Section 2923.52 or 2923.55.

07/03/2009 Fort Mill, South Carolina
DATE AND PLACE


Name of Signor
John Kennerty

Vt Loan Documentation
Title and/or Position

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA**

COPY
OF ORIGINAL FILED

In re:
FARAMARZ TABATABAI-GHAHYAZ
Debtor(s).

Case No. **09-45602-RN 13**
Chapter 13 Plan

2009 AUG -6 PM 4:09
CLERK OF COURT
OF CA.

1. The future earnings of the debtor(s) are submitted to the supervision and control of the trustee, and the debtor(s) will pay to the Trustee the sum of \$ 1,700.00 each month for 60 months.
Debtor(s) elect a voluntary wage order. _____.
2. From the payments received, the Trustee will make disbursements in accordance with the Distribution Guidelines as follows:
 - (a) On allowed claims for expenses of administration required by 11 USC §507.
 - (b) On allowed secured claims, which shall be treated and valued as follows:

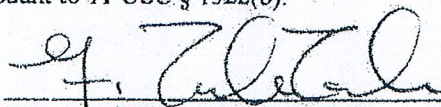
§506	Non §506	Name	Value of Collateral	Claim Amount	Pre confirmation Adequate Protection	Post confirmation Payments	Estimated Mortgage Arrears	Interest rate (if specified)
		WMC Mortgage Corp.	\$ 500,000	\$ 920,000			\$ 100,000	
		Bank of the West		60,000				
		IRS		20,000				
		CA State Fran Tax Bd.		10,000				
		Alameda Tax		1,000				
		City of Oakland		800				

With respect to secured claims per §506, valuation stated shall bind unless a timely objection to confirmation is filed. With respect to non §506 secured claims as referenced in §1325, the claim, to the extent allowed, shall control. If an interest rate is not specified, 5/6% per month (10% per annum) will be paid. A secured creditor shall retain its lien until the earlier of the payment of the underlying debt determined under non-bankruptcy law or discharge under section §1328.

- (c) On allowed priority unsecured claims in the order prescribed by 11 USC § 507. Priority claims shall be paid in full except to the extent allowed otherwise under 11 U.S.C. § 1322(a)(4)
- (d) On allowed general unsecured claims the debtor(s) estimate(s) the general unsecured claims will be paid none %.
3. The following executory contracts are rejected. The debtor(s) waive the protections of the automatic stay provided in 11 U.S.C. § 362 to enable the affected creditor to obtain possession and dispose of its collateral without further order of the court. Any allowed unsecured claim for damages resulting from rejection will be paid under paragraph 2(d).
4. The debtor(s) will pay directly the following fully secured creditors and lessors:

Name	Monthly Payment	Name	Monthly Payment
WMC Mortgage Corp.	\$ 1,900		
Bank of the West	3,500		

5. The date this case was confirmed will be the effective date of the plan
6. The debtor(s) elect to have property of the estate revert in the debtor(s) upon plan confirmation. Once the property reverts, the debtor(s) may sell or refinance real or personal property without further order of the court, upon approval of the Chapter 13 Trustee.
7. The debtor(s) further propose pursuant to 11 USC § 1322(b):


 FARAMARZ TABATABAI-GHAHYAZ
 (Debtor)

(Debtor)

Dated: August 6, 2009

COUNTY OF ALAMEDA

OFFICE OF THE TREASURER AND TAX COLLECTOR
 ADMINISTRATION BUILDING, 1221 OAK STREET, OAKLAND, CA 94612

CERTIFICATE OF REDEMPTION OF TAX DEFAULTED PROPERTY

ASSESSED TO:

TABATABAIGHAHYAZ FARAMARAZ & FEREIDOUN
 840 RELIEZ STATION RD
 LAFAYETTE CA 94549

ASSESSOR'S PARCEL 10-812-5
 YEAR-DEFAULT NO. 2006/07 - 657086
 TAX DEFAULT AMOUNT \$6,519.72
 SITUS: 517 OAKLAND AVE

AID BY:

TABATABAIGHAHYAZ FARAMARAZ & FEREIDOUN

DATE PAID 07/07/14

RECEIPT NUMBER 477191

5825 ST PAUL CT
 OAKLAND CA 94618

REDEMPTION AMOUNT:

FISCAL YEAR	TAXES AND ASSESSMENTS	+	DELINQUENT PENALTY	+	COST	+	REDEMPTION PENALTIES	=	TOTAL
2006/07	5,917.94		591.78		10.00		5,326.14		11,845.86
2007/08	5,956.50		595.64		10.00		4,288.68		10,850.82
2008/09	6,113.80		611.38		10.00		3,301.45		10,036.63
2009/10	6,581.02		658.10		10.00		2,369.16		9,618.28
2010/11	7,993.10		799.30		10.00		1,438.75		10,241.15

TOTAL OF ABOVE 52,592.74

INTEREST/FEE ON INSTALLMENT PAYMENTS 13,005.66

PARTIES OF INTEREST NOTICE FEE .00

RECORDING FEE .00

STATE REDEMPTION FEE 15.00

TOTAL AMOUNT PAID TO REDEEM 65,613.40

I HEREBY CERTIFY THAT I HAVE RECEIVED FROM THE PERSON NAMED ABOVE THE SUM OF \$65,613.40 WHICH IS THE AMOUNT REQUIRED TO REDEEM THE ABOVE DESCRIBED PROPERTY.

DONALD R. WHITE
 TREASURER-TAX COLLECTOR

8
 101

1 I, EDGAR PEREIRA, DECLARE AS FOLLOWS:

2 1. I am an adult over the age of 18. I make this declaration in support of
3 Owner/Appellant Faramarz Tabatabai-Ghahyaz's ("Ghahyaz") appeal of the February 26, 2018,
4 decision in the above titled action. I have personal knowledge of the facts set forth in this
5 declaration. If called as a witness, I could and would testify competently as follows.

6 2. I work for Friendly Hauling Trash Removal, located in Richmond, California.

7 3. During or about 2013, Ghahyaz hired me to work on the subject property located at
8 517-519 Oakland Avenue, in the City of Oakland, California 94611.

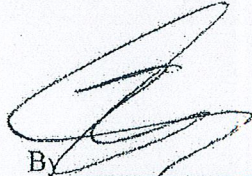
9 4. Specifically, Ghahyaz hired me haul away dirt and debris caused by the excavation
10 for the parking area and retaining walls.

11 5. I began work on the subject property in or about 2013 and I completed the work in
12 2016, which is when I received my final payment from Ghahyaz.

13 6. I did create invoices for this project at the time, but I understand that they may not
14 have been dated.

15 7. Ghahyaz paid me \$12,100 for the above referenced work I completed for the subject
16 property.

17 I declare under penalty of perjury under the laws of the State of California that all of the
18 foregoing is true and correct, and that this declaration was executed on March 16, in Oakland,
19 California.

20
21 

22 By _____
EDGAR PEREIRA, Declarant

23
24
25
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27
28

1 I, JAIME VILLASENOR, DECLARE AS FOLLOWS:

2 1. I am an adult over the age of 18. I make this declaration in support of
3 Owner/Appellant Faramarz Tabatabai-Ghahyaz's ("Ghahyaz") appeal of the February 26, 2018,
4 decision in the above titled action. I have personal knowledge of the facts set forth in this
5 declaration. If called as a witness, I could and would testify competently as follows.

6 2. I am self-employed as a carpenter and laborer working primarily on properties and
7 projects within the Bay Area.

8 3. During or about 2014, Ghahyaz hired me to work on the subject property located at
9 517-519 Oakland Avenue, in the City of Oakland, California 94611.

10 4. Specifically, Ghahyaz hired me to lay interior tiling and hardwood floors, install
11 sheetrock, doors, and windows, and work on the exterior walls of the subject property.

12 5. I began work on the subject property on or about December 27, 2014, which is when I
13 received my first payment from Ghahyaz, and I completed the work on or about January 23,
14 2016, which is when I received my final payment from Ghahyaz.

15 6. I did not create invoices for this project at the time that I was working for Ghahyaz.
16 Instead, Ghahyaz paid me weekly, or bi-weekly, based on the time I spent working on the project.

17 7. Ghahyaz paid me \$87,319 in total, for the above referenced work I completed for the
18 subject property.

19 I declare under penalty of perjury under the laws of the State of California that all of the
20 foregoing is true and correct, and that this declaration was executed on March 14, in Oakland,
21 California.

22
23 By Jaime Villaseñor, J-V.
24 Jaime Villaseñor, Declarant
25
26
27
28

Current Date August 11, 2016
Account Number 30000382
Current Date August 11, 2016
Case Date 2/23/16
Item Number 5150000118
Printed Date 2/23/16
Filed Date 2/23/16
Amount 1100.00
Record Type Debt

Farmers Tobacco Company
6825 State Park Court
Oakland CA 94618

Farmers Tobacco Company
6825 State Park Court
Oakland CA 94618

Current Date August 11, 2016
Account Number 30000382
Current Date August 11, 2016
Case Date Feb 17, 16
Item Number 5150000118
Printed Date February 22, 2016
Filed Date 2/23/16
Amount 1315.00
Record Type Debt

Farmers Tobacco Company
6825 State Park Court
Oakland CA 94618

Current Date August 11, 2016
Account Number 30000382
Current Date August 11, 2016
Case Date April 16, 16
Item Number 5150000118
Printed Date 4/16/16
Filed Date 4/16/16
Amount 1208.00
Record Type Debt

Farmers Tobacco Company
6825 State Park Court
Oakland CA 94618

Current Date August 11, 2016
Account Number 30000382
Current Date August 11, 2016
Case Date May 23, 2016
Item Number 5150000118
Printed Date May 23, 2016
Filed Date 5/23/16
Amount 750.00
Record Type Debt

PARANALYZE TABAKTARAS-GHAYTZ
MIS APPL FUEL
MISAPPL FUEL
MISAPPL FUEL
1370
Date: May 23, 16
Pay to the Order of: Jaime Villaseor \$1100.00
Five thousand one hundred & no/100 Dollars
Amount
Per: 517 Oakland Ave. q. Z. O. T. O.
11211389580030000382*11370

PARANALYZE TABAKTARAS-GHAYTZ
MIS APPL FUEL
MISAPPL FUEL
MISAPPL FUEL
1353
Date: Feb 17, 16
Pay to the Order of: Jaime Villaseor \$1,355.00
One thousand three hundred & fifty five/100 Dollars
Amount
Per: 517 Oakland Ave. q. Z. O. T. O.
11211389580030000382*1353

PARANALYZE TABAKTARAS-GHAYTZ
MIS APPL FUEL
MISAPPL FUEL
MISAPPL FUEL
1407
Date: April 16, 16
Pay to the Order of: Jaime Villaseor \$1,208.00
One thousand two hundred & eight/100 Dollars
Amount
Per: 517 Oakland Ave. q. Z. O. T. O.
11211389580030000382*1407

PARANALYZE TABAKTARAS-GHAYTZ
MIS APPL FUEL
MISAPPL FUEL
MISAPPL FUEL
1418
Date: May 23, 16
Pay to the Order of: Jaime Villaseor \$750.00
Seven hundred & no/100 Dollars
Amount
Per: 517 Oakland Ave. q. Z. O. T. O.
11211389580030000382*1418

Current Date August 11, 2016
Account Number 30000382
Current Date August 11, 2016
Case Date 2/23/16
Item Number 5150000118
Printed Date 2/23/16
Filed Date 2/23/16
Amount 1315.00
Record Type Debt

Farmers Tobacco Company
6825 State Park Court
Oakland CA 94618

Farmers Tobacco Company
6825 State Park Court
Oakland CA 94618

Current Date August 11, 2016
Account Number 30000382
Current Date August 11, 2016
Case Date Feb 17, 2016
Item Number 5150000118
Printed Date February 22, 2016
Filed Date 2/23/16
Amount 1315.00
Record Type Debt

Farmers Tobacco Company
6825 State Park Court
Oakland CA 94618

Current Date August 11, 2016
Account Number 30000382
Current Date August 11, 2016
Case Date June 11, 2016
Item Number 5150000118
Printed Date June 11, 2016
Filed Date 6/11/16
Amount 1450.00
Record Type Debt

Farmers Tobacco Company
6825 State Park Court
Oakland CA 94618

Current Date August 11, 2016
Account Number 30000382
Current Date August 11, 2016
Case Date July 15, 2016
Item Number 5150000118
Printed Date July 15, 2016
Filed Date 7/15/16
Amount 800.00
Record Type Debt

PARANALYZE TABAKTARAS-GHAYTZ
MIS APPL FUEL
MISAPPL FUEL
MISAPPL FUEL
1419
Date: May 20, 16
Pay to the Order of: Jaime Villaseor \$985.00
Nine hundred & eighty five/100 Dollars
Amount
Per: 517 Oakland Ave. q. Z. O. T. O.
11211389580030000382*1419

PARANALYZE TABAKTARAS-GHAYTZ
MIS APPL FUEL
MISAPPL FUEL
MISAPPL FUEL
1425
Date: June 11, 16
Pay to the Order of: Jaime Villaseor \$1,400.00
Four thousand & no/100 Dollars
Amount
Per: 517 Oakland Ave. q. Z. O. T. O.
11211389580030000382*1425

PARANALYZE TABAKTARAS-GHAYTZ
MIS APPL FUEL
MISAPPL FUEL
MISAPPL FUEL
1428
Date: June 11, 16
Pay to the Order of: Jaime Villaseor \$1,274.00
One thousand two hundred & seventy four/100 Dollars
Amount
Per: 517 Oakland Ave. q. Z. O. T. O.
11211389580030000382*1428

PARANALYZE TABAKTARAS-GHAYTZ
MIS APPL FUEL
MISAPPL FUEL
MISAPPL FUEL
1433
Date: July 16, 16
Pay to the Order of: Jaime Villaseor \$1,800.00
One thousand eight hundred & no/100 Dollars
Amount
Per: 517 Oakland Ave. q. Z. O. T. O.
11211389580030000382*1433

Current Date August 11, 2016
Account Number 30000382
Current Date August 11, 2016
Case Date 2/23/16
Item Number 5150000118
Printed Date 2/23/16
Filed Date 2/23/16
Amount 1315.00
Record Type Debt

Farmers Tobacco Company
6825 State Park Court
Oakland CA 94618

Farmers Tobacco Company
6825 State Park Court
Oakland CA 94618

Current Date August 11, 2016
Account Number 30000382
Current Date August 11, 2016
Case Date Feb 17, 2016
Item Number 5150000118
Printed Date February 22, 2016
Filed Date 2/23/16
Amount 1315.00
Record Type Debt

Farmers Tobacco Company
6825 State Park Court
Oakland CA 94618

Current Date August 11, 2016
Account Number 30000382
Current Date August 11, 2016
Case Date June 11, 2016
Item Number 5150000118
Printed Date June 11, 2016
Filed Date 6/11/16
Amount 1450.00
Record Type Debt

Farmers Tobacco Company
6825 State Park Court
Oakland CA 94618

Current Date August 11, 2016
Account Number 30000382
Current Date August 11, 2016
Case Date July 15, 2016
Item Number 5150000118
Printed Date July 15, 2016
Filed Date 7/15/16
Amount 800.00
Record Type Debt

PARANALYZE TABAKTARAS-GHAYTZ
MIS APPL FUEL
MISAPPL FUEL
MISAPPL FUEL
1447
Date: July 20, 16
Pay to the Order of: Jaime Villaseor \$1,280.00
One thousand two hundred & eighty/100 Dollars
Amount
Per: 517 Oakland Ave. q. Z. O. T. O.
11211389580030000382*1447

PARANALYZE TABAKTARAS-GHAYTZ
MIS APPL FUEL
MISAPPL FUEL
MISAPPL FUEL
1448
Date: July 20, 16
Pay to the Order of: Jaime Villaseor \$944.00
Nine hundred & forty four/100 Dollars
Amount
Per: 517 Oakland Ave. q. Z. O. T. O.
11211389580030000382*1448

PARANALYZE TABAKTARAS-GHAYTZ
MIS APPL FUEL
MISAPPL FUEL
MISAPPL FUEL
1449
Date: July 23, 16
Pay to the Order of: Jaime Villaseor \$1,465.00
One thousand four hundred & sixty five/100 Dollars
Amount
Per: 517 Oakland Ave. q. Z. O. T. O.
11211389580030000382*1449

PARANALYZE TABAKTARAS-GHAYTZ
MIS APPL FUEL
MISAPPL FUEL
MISAPPL FUEL
1455
Date: July 20, 16
Pay to the Order of: Jaime Villaseor \$1,200.00
One thousand two hundred & no/100 Dollars
Amount
Per: 517 Oakland Ave. q. Z. O. T. O.
11211389580030000382*1455

Current Date August 11, 2016
Account Number 30000382
Current Date August 11, 2016
Case Date 2/23/16
Item Number 5150000118
Printed Date 2/23/16
Filed Date 2/23/16
Amount 1315.00
Record Type Debt

Farmers Tobacco Company
6825 State Park Court
Oakland CA 94618

Farmers Tobacco Company
6825 State Park Court
Oakland CA 94618

Current Date August 11, 2016
Account Number 30000382
Current Date August 11, 2016
Case Date Feb 17, 2016
Item Number 5150000118
Printed Date February 22, 2016
Filed Date 2/23/16
Amount 1315.00
Record Type Debt

Farmers Tobacco Company
6825 State Park Court
Oakland CA 94618

Current Date August 11, 2016
Account Number 30000382
Current Date August 11, 2016
Case Date June 11, 2016
Item Number 5150000118
Printed Date June 11, 2016
Filed Date 6/11/16
Amount 1450.00
Record Type Debt

Farmers Tobacco Company
6825 State Park Court
Oakland CA 94618

Current Date August 11, 2016
Account Number 30000382
Current Date August 11, 2016
Case Date July 15, 2016
Item Number 5150000118
Printed Date July 15, 2016
Filed Date 7/15/16
Amount 800.00
Record Type Debt

PARANALYZE TABAKTARAS-GHAYTZ
MIS APPL FUEL
MISAPPL FUEL
MISAPPL FUEL
1453
Date: Aug 11, 16
Pay to the Order of: Jaime Villaseor \$1,400.00
One thousand four hundred & no/100 Dollars
Amount
Per: 517 Oakland Ave. q. Z. O. T. O.
11211389580030000382*1453

PARANALYZE TABAKTARAS-GHAYTZ
MIS APPL FUEL
MISAPPL FUEL
MISAPPL FUEL
1155
Date: Jan 15, 16
Pay to the Order of: Jaime Villaseor \$1,540.00
One thousand five hundred & forty/100 Dollars
Amount
Per: 517 Oakland Ave. q. Z. O. T. O.
11211389580030000382*1155

PARANALYZE TABAKTARAS-GHAYTZ
MIS APPL FUEL
MISAPPL FUEL
MISAPPL FUEL
1182
Date: Jan 14, 15
Pay to the Order of: Jaime Villaseor \$2,050.00
Two thousand & fifty/100 Dollars
Amount
Per: 517 Oakland Ave. q. Z. O. T. O.
11211389580030000382*1182

PARANALYZE TABAKTARAS-GHAYTZ
MIS APPL FUEL
MISAPPL FUEL
MISAPPL FUEL
1175
Date: Jan 21, 15
Pay to the Order of: Jaime Villaseor \$1,580.00
One thousand five hundred & eighty/100 Dollars
Amount
Per: 517 Oakland Ave. q. Z. O. T. O.
11211389580030000382*1175

12105

Current Date: August 11, 2016
Account Number: 30000382
Current Date: February 10, 2016
Card # Date: 02/10/2016
Card # Date: 02/10/2016
Record Type: Debit

Current Date: August 11, 2016
Account Number: 30000382
Current Date: February 10, 2016
Card # Date: 02/10/2016
Card # Date: 02/10/2016
Record Type: Debit

Current Date: August 11, 2016
Account Number: 30000382
Current Date: February 10, 2016
Card # Date: 02/10/2016
Card # Date: 02/10/2016
Record Type: Debit

Current Date: August 11, 2016
Account Number: 30000382
Current Date: February 10, 2016
Card # Date: 02/10/2016
Card # Date: 02/10/2016
Record Type: Debit

Farmers Tabernacle Church
5825 Sain Paul Court
Oakland CA 94618

Farmers Tabernacle Church
5825 Sain Paul Court
Oakland CA 94618

Farmers Tabernacle Church
5825 Sain Paul Court
Oakland CA 94618

Farmers Tabernacle Church
5825 Sain Paul Court
Oakland CA 94618

1175
Feb 30 15
Pay to the order of Jaime Villaseca \$1500.00
One thousand five hundred & no/100
517 Oakland Ave. of Z.O.Z.O.

1181
Feb 5 15
Pay to the order of Jaime Villaseca \$1578.00
One thousand five hundred and eighty eight & no/100
517 Oakland Ave. of Z.O.Z.O.

1185
Feb 12 15
Pay to the order of Jaime Villaseca \$2050.00
Two thousand and fifty & no/100
517 Oakland Ave. of Z.O.Z.O.

1184
Feb 27 15
Pay to the order of Jaime Villaseca \$1500.00
One thousand five hundred & no/100
517 Oakland Ave. of Z.O.Z.O.

Current Date: August 11, 2016
Account Number: 30000382
Current Date: March 10, 2016
Card # Date: 03/10/2016
Card # Date: 03/10/2016
Record Type: Debit

Current Date: August 11, 2016
Account Number: 30000382
Current Date: March 10, 2016
Card # Date: 03/10/2016
Card # Date: 03/10/2016
Record Type: Debit

Current Date: August 11, 2016
Account Number: 30000382
Current Date: March 10, 2016
Card # Date: 03/10/2016
Card # Date: 03/10/2016
Record Type: Debit

Current Date: August 11, 2016
Account Number: 30000382
Current Date: March 10, 2016
Card # Date: 03/10/2016
Card # Date: 03/10/2016
Record Type: Debit

Farmers Tabernacle Church
5825 Sain Paul Court
Oakland CA 94618

Farmers Tabernacle Church
5825 Sain Paul Court
Oakland CA 94618

Farmers Tabernacle Church
5825 Sain Paul Court
Oakland CA 94618

Farmers Tabernacle Church
5825 Sain Paul Court
Oakland CA 94618

1200
Mar 7 15
Pay to the order of Jaime Villaseca \$1480.00
One thousand four hundred eighty & no/100
517 Oakland Ave. of Z.O.Z.O.

1211
Mar 14 15
Pay to the order of Jaime Villaseca \$1578.00
One thousand five hundred and seventy eight & no/100
517 Oakland Ave. of Z.O.Z.O.

1217
March 18 15
Pay to the order of Jaime Villaseca \$1540.00
One thousand five hundred and forty & no/100
517 Oakland Ave. of Z.O.Z.O.

1210
March 20 15
Pay to the order of Jaime Villaseca \$1325.00
One thousand three hundred twenty five & no/100
517 Oakland Ave. of Z.O.Z.O.

Current Date: August 11, 2016
Account Number: 30000382
Current Date: March 30, 2016
Card # Date: 03/30/2016
Card # Date: 03/30/2016
Record Type: Debit

Current Date: August 11, 2016
Account Number: 30000382
Current Date: March 30, 2016
Card # Date: 03/30/2016
Card # Date: 03/30/2016
Record Type: Debit

Current Date: August 11, 2016
Account Number: 30000382
Current Date: March 30, 2016
Card # Date: 03/30/2016
Card # Date: 03/30/2016
Record Type: Debit

Current Date: August 11, 2016
Account Number: 30000382
Current Date: March 30, 2016
Card # Date: 03/30/2016
Card # Date: 03/30/2016
Record Type: Debit

Farmers Tabernacle Church
5825 Sain Paul Court
Oakland CA 94618

Farmers Tabernacle Church
5825 Sain Paul Court
Oakland CA 94618

Farmers Tabernacle Church
5825 Sain Paul Court
Oakland CA 94618

Farmers Tabernacle Church
5825 Sain Paul Court
Oakland CA 94618

1221
March 27 15
Pay to the order of Jaime Villaseca \$1659.00
One thousand six hundred fifty nine & no/100
517 Oakland Ave. of Z.O.Z.O.

1225
March 31 15
Pay to the order of Jaime Villaseca \$1500.00
One thousand five hundred & no/100
517 Oakland Ave. of Z.O.Z.O.

1220
April 10 15
Pay to the order of Jaime Villaseca \$1180.00
One thousand one hundred eighty & no/100
517 Oakland Ave. of Z.O.Z.O.

1170
April 12 14
Pay to the order of Jaime Villaseca \$1440.00
One thousand four hundred forty & no/100
517 Oakland Ave. of Z.O.Z.O.

Current Date: August 11, 2016
Account Number: 30000382
Current Date: April 23, 2016
Card # Date: 04/23/2016
Card # Date: 04/23/2016
Record Type: Debit

Current Date: August 11, 2016
Account Number: 30000382
Current Date: April 23, 2016
Card # Date: 04/23/2016
Card # Date: 04/23/2016
Record Type: Debit

Current Date: August 11, 2016
Account Number: 30000382
Current Date: April 23, 2016
Card # Date: 04/23/2016
Card # Date: 04/23/2016
Record Type: Debit

Current Date: August 11, 2016
Account Number: 30000382
Current Date: April 23, 2016
Card # Date: 04/23/2016
Card # Date: 04/23/2016
Record Type: Debit

Farmers Tabernacle Church
5825 Sain Paul Court
Oakland CA 94618

Farmers Tabernacle Church
5825 Sain Paul Court
Oakland CA 94618

Farmers Tabernacle Church
5825 Sain Paul Court
Oakland CA 94618

Farmers Tabernacle Church
5825 Sain Paul Court
Oakland CA 94618

1235
April 15 15
Pay to the order of Jaime Villaseca \$1390.00
One thousand three hundred ninety & no/100
517 Oakland Ave. of Z.O.Z.O.

1240
April 18 15
Pay to the order of Jaime Villaseca \$1290.00
One thousand two hundred ninety & no/100
517 Oakland Ave. of Z.O.Z.O.

1172
April 17 14
Pay to the order of Jaime Villaseca \$890.00
Eight hundred ninety & no/100
517 Oakland Ave. of Z.O.Z.O.

1174
April 21 14
Pay to the order of Jaime Villaseca \$500.00
Five hundred & no/100
517 Oakland Ave. of Z.O.Z.O.

Current Date August 11, 2016
Account Number 300008302
Capture Date Apr 22, 2016
Term Number 87300921001
Parked Date Apr 19, 2016
Parked Term Number 331028
Amount 1300.00
Record Type Debt

Farmers Tabernacle Church
5825 Serrano Court
Oakland CA 94618

Current Date August 11, 2016
Account Number 300008302
Capture Date May 06, 2016
Term Number 87300921001
Parked Date May 05, 2016
Parked Term Number 136100
Amount 600.00
Record Type Debt

Farmers Tabernacle Church
5825 Serrano Court
Oakland CA 94618

Current Date August 11, 2016
Account Number 300008302
Capture Date May 19, 2016
Term Number 87300921001
Parked Date May 18, 2016
Parked Term Number 422004
Amount 1000.00
Record Type Debt

Farmers Tabernacle Church
5825 Serrano Court
Oakland CA 94618

Current Date August 11, 2016
Account Number 300008302
Capture Date May 19, 2016
Term Number 87300921001
Parked Date May 18, 2016
Parked Term Number 422004
Amount 1000.00
Record Type Debt

Farmers Tabernacle Church
5825 Serrano Court
Oakland CA 94618

PARAMARZ TABERNAKULOHAYAZ
5825 SERRANO COURT
OAKLAND CA 94618

1242
APR 24 15

Pay to the Order of Jaime Villasebor \$1300.00
One thousand three hundred only 0/100

For 517 Oakland Ave. #2020

121118958030000838 2 1242

PARAMARZ TABERNAKULOHAYAZ
5825 SERRANO COURT
OAKLAND CA 94618

1248
APR 24 15

Pay to the Order of Jaime Villasebor \$1921.00
One thousand nine hundred twenty one 0/100

For 517 Oakland Ave. #2020

121118958030000838 2 1248

PARAMARZ TABERNAKULOHAYAZ
5825 SERRANO COURT
OAKLAND CA 94618

1252
MAY 11 15

Pay to the Order of Jaime Villasebor \$2413.00
Two thousand four hundred thirteen 0/100

For 517 Oakland Ave. #2020

121118958030000838 2 1252

PARAMARZ TABERNAKULOHAYAZ
5825 SERRANO COURT
OAKLAND CA 94618

1254
MAY 12 15

Pay to the Order of Jaime Villasebor \$1700.00
One thousand seven hundred 0/100

For 517 Oakland Ave. #2020

121118958030000838 2 1254

Current Date August 11, 2016
Account Number 300008302
Capture Date May 11, 2016
Term Number 87300921001
Parked Date May 11, 2016
Parked Term Number 620013
Amount 740.00
Record Type Debt

Farmers Tabernacle Church
5825 Serrano Court
Oakland CA 94618

Current Date August 11, 2016
Account Number 300008302
Capture Date May 23, 2016
Term Number 87300921001
Parked Date May 23, 2016
Parked Term Number 625033
Amount 1400.00
Record Type Debt

Farmers Tabernacle Church
5825 Serrano Court
Oakland CA 94618

Current Date August 11, 2016
Account Number 300008302
Capture Date May 17, 2016
Term Number 87300921001
Parked Date May 17, 2016
Parked Term Number 607719
Amount 1000.00
Record Type Debt

Farmers Tabernacle Church
5825 Serrano Court
Oakland CA 94618

Current Date August 11, 2016
Account Number 300008302
Capture Date May 27, 2016
Term Number 87300921001
Parked Date October 27, 2016
Parked Term Number 131010
Amount 1000.00
Record Type Debt

Farmers Tabernacle Church
5825 Serrano Court
Oakland CA 94618

PARAMARZ TABERNAKULOHAYAZ
5825 SERRANO COURT
OAKLAND CA 94618

1259
MAY 23 15

Pay to the Order of Jaime Villasebor \$1600.00
One thousand six hundred 0/100

For 517 Oakland Ave. #2020

121118958030000838 2 1259

PARAMARZ TABERNAKULOHAYAZ
5825 SERRANO COURT
OAKLAND CA 94618

1259
MAY 23 15

Pay to the Order of Jaime Villasebor \$1600.00
One thousand six hundred 0/100

For 517 Oakland Ave. #2020

121118958030000838 2 1259

PARAMARZ TABERNAKULOHAYAZ
5825 SERRANO COURT
OAKLAND CA 94618

1259
JUNE 15 15

Pay to the Order of Jaime Villasebor \$1750.00
One thousand seven hundred fifty 0/100

For 517 Oakland Ave. #2020

121118958030000838 2 1259

PARAMARZ TABERNAKULOHAYAZ
5825 SERRANO COURT
OAKLAND CA 94618

1259
OCT 18 15

Pay to the Order of Jaime Villasebor \$1300.00
One thousand three hundred 0/100

For 517 Oakland Ave. #2020

121118958030000838 2 1259

Current Date August 11, 2016
Account Number 300008302
Capture Date November 03, 2016
Term Number 87300921001
Parked Date November 03, 2016
Parked Term Number 600010
Amount 600.00
Record Type Debt

Farmers Tabernacle Church
5825 Serrano Court
Oakland CA 94618

Current Date August 11, 2016
Account Number 300008302
Capture Date July 20, 2016
Term Number 87300921001
Parked Date July 20, 2016
Parked Term Number 583040
Amount 1000.00
Record Type Debt

Farmers Tabernacle Church
5825 Serrano Court
Oakland CA 94618

Current Date August 11, 2016
Account Number 300008302
Capture Date July 15, 2016
Term Number 87300921001
Parked Date July 15, 2016
Parked Term Number 562020
Amount 1000.00
Record Type Debt

Farmers Tabernacle Church
5825 Serrano Court
Oakland CA 94618

Current Date August 11, 2016
Account Number 300008302
Capture Date July 22, 2016
Term Number 87300921001
Parked Date July 22, 2016
Parked Term Number 584010
Amount 1000.00
Record Type Debt

Farmers Tabernacle Church
5825 Serrano Court
Oakland CA 94618

PARAMARZ TABERNAKULOHAYAZ
5825 SERRANO COURT
OAKLAND CA 94618

1260
OCT 25 15

Pay to the Order of Jaime Villasebor \$1450.00
One thousand four hundred fifty 0/100

For 517 Oakland Ave. #2020

121118958030000838 2 1260

PARAMARZ TABERNAKULOHAYAZ
5825 SERRANO COURT
OAKLAND CA 94618

1260
JULY 4 16

Pay to the Order of Jaime Villasebor \$3820.00
Three thousand eight hundred 0/100

For 517 Oakland Ave. #2020

121118958030000838 2 1260

PARAMARZ TABERNAKULOHAYAZ
5825 SERRANO COURT
OAKLAND CA 94618

1260
JAN 30 16

Pay to the Order of Jaime Villasebor \$1600.00
One thousand six hundred 0/100

For 517 Oakland Ave. #2020

121118958030000838 2 1260

PARAMARZ TABERNAKULOHAYAZ
5825 SERRANO COURT
OAKLAND CA 94618

1241
JULY 19 16

Pay to the Order of Jaime Villasebor \$1500.00
One thousand five hundred 0/100

For 517 Oakland Ave. #2020

121118958030000838 2 1241

Current Date August 11, 2016
Account Number 300008302
Capture Date July 31, 2016
Term Number 87300921001
Parked Date July 31, 2016
Parked Term Number 565013
Amount 1000.00
Record Type Debt

Farmers Tabernacle Church
5825 Serrano Court
Oakland CA 94618

Current Date August 11, 2016
Account Number 300008302
Capture Date August 01, 2016
Term Number 87300921001
Parked Date August 01, 2016
Parked Term Number 569012
Amount 1000.00
Record Type Debt

Farmers Tabernacle Church
5825 Serrano Court
Oakland CA 94618

Current Date August 11, 2016
Account Number 300008302
Capture Date August 13, 2016
Term Number 87300921001
Parked Date August 14, 2016
Parked Term Number 571012
Amount 1000.00
Record Type Debt

Farmers Tabernacle Church
5825 Serrano Court
Oakland CA 94618

Current Date August 11, 2016
Account Number 300008302
Capture Date August 22, 2016
Term Number 87300921001
Parked Date August 22, 2016
Parked Term Number 581012
Amount 1000.00
Record Type Debt

Farmers Tabernacle Church
5825 Serrano Court
Oakland CA 94618

PARAMARZ TABERNAKULOHAYAZ
5825 SERRANO COURT
OAKLAND CA 94618

1244
JAN 30 16

Pay to the Order of Jaime Villasebor \$1800.00
One thousand eight hundred 0/100

For 517 Oakland Ave. #2020

121118958030000838 2 1244

PARAMARZ TABERNAKULOHAYAZ
5825 SERRANO COURT
OAKLAND CA 94618

1247
AUG 4 16

Pay to the Order of Jaime Villasebor \$1270.00
One thousand two hundred seventy 0/100

For 517 Oakland Ave. #2020

121118958030000838 2 1247

PARAMARZ TABERNAKULOHAYAZ
5825 SERRANO COURT
OAKLAND CA 94618

1249
AUG 12 16

Pay to the Order of Jaime Villasebor \$1560.00
One thousand five hundred sixty 0/100

For 517 Oakland Ave. #2020

121118958030000838 2 1249

PARAMARZ TABERNAKULOHAYAZ
5825 SERRANO COURT
OAKLAND CA 94618

1256
AUG 20 16

Pay to the Order of Jaime Villasebor \$1500.00
One thousand five hundred 0/100

For 517 Oakland Ave. #2020

121118958030000838 2 1256

1467

Current Date August 11, 2016
Account Number 30009832
Caption Date September 22, 2014
Item Number 51700000547
Period Date September 22, 2014
Period Form Number 604133
Amount 1,500.00
Record Type Debt

Current Date August 11, 2016
Account Number 30009832
Caption Date September 22, 2014
Item Number 51700000547
Period Date September 22, 2014
Period Form Number 604133
Amount 1,500.00
Record Type Debt

Current Date August 11, 2016
Account Number 30009832
Caption Date October 14, 2014
Item Number 51700000547
Period Date October 14, 2014
Period Form Number 604133
Amount 1,235.00
Record Type Debt

Current Date August 11, 2016
Account Number 30009832
Caption Date September 22, 2014
Item Number 51700000547
Period Date September 22, 2014
Period Form Number 604133
Amount 1,250.00
Record Type Debt

Foreman Tabbara-Ghalyk
5875 Saint Paul Court
Oakland CA 94618

Foreman Tabbara-Ghalyk
5875 Saint Paul Court
Oakland CA 94618

Foreman Tabbara-Ghalyk
5875 Saint Paul Court
Oakland CA 94618

Foreman Tabbara-Ghalyk
5875 Saint Paul Court
Oakland CA 94618

1001
PARAMARZ TABARRA-GHALYK
5875 SAINT PAUL COURT
OAKLAND, CA 94618
Date: Aug 28, 14
Pay to the Order of: Jaime Villaseca
Amount: \$1,500.00
One Thousand Five Hundred & No/100ths
For 517 called Acc. # 2070
121138958003000038 2*1001

1003
PARAMARZ TABARRA-GHALYK
5875 SAINT PAUL COURT
OAKLAND, CA 94618
Date: Sep 14, 14
Pay to the Order of: Jaime Villaseca
Amount: \$1,625.00
One Thousand Six Hundred & Twenty Five/100ths
For 517 called Acc. # 2070
121138958003000038 2*1003

1070
PARAMARZ TABARRA-GHALYK
5875 SAINT PAUL COURT
OAKLAND, CA 94618
Date: 9-11-14
Pay to the Order of: Jaime Villaseca
Amount: \$1,235.00
One Thousand Two Hundred Thirty Five/100ths
For 517 called Acc. # 2070
121138958003000038 2*1070

1078
PARAMARZ TABARRA-GHALYK
5875 SAINT PAUL COURT
OAKLAND, CA 94618
Date: Sep 18, 14
Pay to the Order of: Jaime Villaseca
Amount: \$1,250.00
One Thousand Two Hundred Fifty/100ths
For 517 called Acc. # 2070
121138958003000038 2*1078

Current Date August 11, 2016
Account Number 30009832
Caption Date September 22, 2014
Item Number 51700000547
Period Date September 22, 2014
Period Form Number 604133
Amount 1,500.00
Record Type Debt

Current Date August 11, 2016
Account Number 30009832
Caption Date September 22, 2014
Item Number 51700000547
Period Date September 22, 2014
Period Form Number 604133
Amount 1,500.00
Record Type Debt

Current Date August 11, 2016
Account Number 30009832
Caption Date October 14, 2014
Item Number 51700000547
Period Date October 14, 2014
Period Form Number 604133
Amount 1,235.00
Record Type Debt

Current Date August 11, 2016
Account Number 30009832
Caption Date September 22, 2014
Item Number 51700000547
Period Date September 22, 2014
Period Form Number 604133
Amount 1,250.00
Record Type Debt

Foreman Tabbara-Ghalyk
5875 Saint Paul Court
Oakland CA 94618

Foreman Tabbara-Ghalyk
5875 Saint Paul Court
Oakland CA 94618

Foreman Tabbara-Ghalyk
5875 Saint Paul Court
Oakland CA 94618

Foreman Tabbara-Ghalyk
5875 Saint Paul Court
Oakland CA 94618

1079
PARAMARZ TABARRA-GHALYK
5875 SAINT PAUL COURT
OAKLAND, CA 94618
Date: Sep 26, 14
Pay to the Order of: Jaime Villaseca
Amount: \$1,980.00
One Thousand Nine Hundred & Eighty/100ths
For 517 called Acc. # 2070
121138958003000038 2*1079

1082
PARAMARZ TABARRA-GHALYK
5875 SAINT PAUL COURT
OAKLAND, CA 94618
Date: Sep 30, 14
Pay to the Order of: Jaime Villaseca
Amount: \$1,500.00
One Thousand Five Hundred & No/100ths
For 517 called Acc. # 2070
121138958003000038 2*1082

1095
PARAMARZ TABARRA-GHALYK
5875 SAINT PAUL COURT
OAKLAND, CA 94618
Date: Oct 14, 14
Pay to the Order of: Jaime Villaseca
Amount: \$1,761.00
One Thousand Seven Hundred Sixty One/100ths
For 517 called Acc. # 2070
121138958003000038 2*1095

1097
PARAMARZ TABARRA-GHALYK
5875 SAINT PAUL COURT
OAKLAND, CA 94618
Date: Oct 15, 14
Pay to the Order of: Jaime Villaseca
Amount: \$1,390.00
One Thousand Three Hundred九十/100ths
For 517 called Acc. # 2070
121138958003000038 2*1097

Current Date August 11, 2016
Account Number 30009832
Caption Date September 22, 2014
Item Number 51700000547
Period Date September 22, 2014
Period Form Number 604133
Amount 1,500.00
Record Type Debt

Current Date August 11, 2016
Account Number 30009832
Caption Date November 12, 2014
Item Number 51700000547
Period Date November 12, 2014
Period Form Number 604133
Amount 1,500.00
Record Type Debt

Current Date August 11, 2016
Account Number 30009832
Caption Date November 12, 2014
Item Number 51700000547
Period Date November 12, 2014
Period Form Number 604133
Amount 1,235.00
Record Type Debt

Current Date August 11, 2016
Account Number 30009832
Caption Date November 12, 2014
Item Number 51700000547
Period Date November 12, 2014
Period Form Number 604133
Amount 1,250.00
Record Type Debt

Foreman Tabbara-Ghalyk
5875 Saint Paul Court
Oakland CA 94618

Foreman Tabbara-Ghalyk
5875 Saint Paul Court
Oakland CA 94618

Foreman Tabbara-Ghalyk
5875 Saint Paul Court
Oakland CA 94618

Foreman Tabbara-Ghalyk
5875 Saint Paul Court
Oakland CA 94618

1108
PARAMARZ TABARRA-GHALYK
5875 SAINT PAUL COURT
OAKLAND, CA 94618
Date: Oct 31, 14
Pay to the Order of: Jaime Villaseca
Amount: \$1,450.00
One Thousand Four Hundred Fifty/100ths
For 517 called Acc. # 2070
121138958003000038 2*1108

1111
PARAMARZ TABARRA-GHALYK
5875 SAINT PAUL COURT
OAKLAND, CA 94618
Date: Nov 7, 14
Pay to the Order of: Jaime Villaseca
Amount: \$1,500.00
One Thousand Five Hundred & No/100ths
For 517 called Acc. # 2070
121138958003000038 2*1111

1127
PARAMARZ TABARRA-GHALYK
5875 SAINT PAUL COURT
OAKLAND, CA 94618
Date: Nov 21, 14
Pay to the Order of: Jaime Villaseca
Amount: \$1,250.00
One Thousand Two Hundred Fifty/100ths
For 517 called Acc. # 2070
121138958003000038 2*1127

1124
PARAMARZ TABARRA-GHALYK
5875 SAINT PAUL COURT
OAKLAND, CA 94618
Date: Nov 19, 14
Pay to the Order of: Jaime Villaseca
Amount: \$1,600.00
One Thousand Six Hundred & No/100ths
For 517 called Acc. # 2070
121138958003000038 2*1124

Current Date August 11, 2016
Account Number 30009832
Caption Date December 22, 2014
Item Number 51700000547
Period Date December 22, 2014
Period Form Number 604133
Amount 2,285.00
Record Type Debt

Current Date August 11, 2016
Account Number 30009832
Caption Date December 22, 2014
Item Number 51700000547
Period Date December 22, 2014
Period Form Number 604133
Amount 1,500.00
Record Type Debt

Current Date August 11, 2016
Account Number 30009832
Caption Date December 22, 2014
Item Number 51700000547
Period Date December 22, 2014
Period Form Number 604133
Amount 1,325.00
Record Type Debt

Current Date August 11, 2016
Account Number 30009832
Caption Date December 22, 2014
Item Number 51700000547
Period Date December 22, 2014
Period Form Number 604133
Amount 1,250.00
Record Type Debt

Foreman Tabbara-Ghalyk
5875 Saint Paul Court
Oakland CA 94618

Foreman Tabbara-Ghalyk
5875 Saint Paul Court
Oakland CA 94618

Foreman Tabbara-Ghalyk
5875 Saint Paul Court
Oakland CA 94618

Foreman Tabbara-Ghalyk
5875 Saint Paul Court
Oakland CA 94618

1132
PARAMARZ TABARRA-GHALYK
5875 SAINT PAUL COURT
OAKLAND, CA 94618
Date: Dec 6, 14
Pay to the Order of: Jaime Villaseca
Amount: \$2,285.00
Two Thousand Two Hundred Eighty Five/100ths
For 517 called Acc. # 2070
121138958003000038 2*1132

1148
PARAMARZ TABARRA-GHALYK
5875 SAINT PAUL COURT
OAKLAND, CA 94618
Date: Dec 17, 14
Pay to the Order of: Jaime Villaseca
Amount: \$1,595.00
One Thousand Five Hundred Ninety Five/100ths
For 517 called Acc. # 2070
121138958003000038 2*1148

1088
PARAMARZ TABARRA-GHALYK
5875 SAINT PAUL COURT
OAKLAND, CA 94618
Date: Dec 27, 14
Pay to the Order of: Jaime Villaseca
Amount: \$1,325.00
One Thousand Three Hundred Twenty Five/100ths
For 517 called Acc. # 2070
121138958003000038 2*1088

1159
PARAMARZ TABARRA-GHALYK
5875 SAINT PAUL COURT
OAKLAND, CA 94618
Date: Dec 22, 14
Pay to the Order of: Jaime Villaseca
Amount: \$1,500.00
One Thousand Five Hundred & No/100ths
For 517 called Acc. # 2070
121138958003000038 2*1159

15
108

FEDERAL RESERVE BANK OF SAN FRANCISCO
 2599
 4/21/2008
 \$ 2,100.00
 Carlos Mendez
 Two Thousand One Hundred and One/100
 Carlos Mendez
 197 2nd Street
 Richmond, CA 94801
 NOT NEGOTIABLE
 Carlos & 2 Worker
 4302 25th St #42114 25890 010014378

FEDERAL RESERVE BANK OF SAN FRANCISCO
 2655
 3/21/2008
 \$ 1,700.00
 Carlos Mendez
 One Thousand Seven Hundred and 00/100
 Carlos Mendez
 787 8th Street
 Richmond, CA 94801
 NOT NEGOTIABLE
 Carlos & 2 Worker
 4302 25th St #42114 25890 010014378

2/10/08

FEDERAL RESERVE BANK OF SAN FRANCISCO
 2406
 4/28/2008
 \$ 2,422.00
 Carlos Mendez
 Two Thousand Four Hundred Twenty Two and 00/100
 Carlos Mendez
 787 8th Street
 Richmond, CA 94801
 NOT NEGOTIABLE
 Carlos & 2 Worker
 4302 25th St #42114 25890 010014378

FEDERAL RESERVE BANK OF SAN FRANCISCO
 2711
 3/10/2008
 \$ 1,700.00
 Carlos Mendez
 One Thousand Seven Hundred and 00/100
 Carlos Mendez
 787 8th Street
 Richmond, CA 94801
 NOT NEGOTIABLE
 Carlos & 2 Worker
 4302 25th St #42114 25890 010014378

FEDERAL RESERVE BANK OF SAN FRANCISCO
 2611
 8/22/2008
 \$ 2,070.00
 Carlos Mendez
 Two Thousand Seventy and 00/100
 Carlos Mendez
 787 8th Street
 Richmond, CA 94801
 NOT NEGOTIABLE
 Carlos & 2 Worker
 4302 25th St #42114 25890 010014378

FEDERAL RESERVE BANK OF SAN FRANCISCO
 2659
 3/21/2008
 \$ 2,200.00
 Carlos Mendez
 Two Thousand Two Hundred and 00/100
 Carlos Mendez
 787 8th Street
 Richmond, CA 94801
 NOT NEGOTIABLE
 Carlos & 2 Worker
 4302 25th St #42114 25890 010014378

FEDERAL RESERVE BANK OF SAN FRANCISCO
 2619
 6/18/2008
 \$ 400.00
 Carlos Mendez
 Four Hundred and 00/100
 Carlos Mendez
 787 8th Street
 Richmond, CA 94801
 NOT NEGOTIABLE
 Carlos & 2 Worker
 4302 25th St #42114 25890 010014378

FEDERAL RESERVE BANK OF SAN FRANCISCO
 2665
 3/21/2008
 \$ 1,700.00
 Carlos Mendez
 One Thousand Seven Hundred and 00/100
 Carlos Mendez
 787 8th Street
 Richmond, CA 94801
 NOT NEGOTIABLE
 Carlos & 2 Worker
 4302 25th St #42114 25890 010014378

PARALANZ NATIONAL
 2609
 8/12/2008
 Carlos Mendezal
 \$ 2,500.00
 Two Thousand and Five Hundred and 00/100
 Carlos Mendezal
 7 De Mendez
 787 315 Street
 Richmond, CA 94801
 Carlos & I Walker
 NOT NEGOTIABLE

PARALANZ NATIONAL
 2609
 8/27/2008
 Carlos Mendezal
 \$ 2,500.00
 Two Thousand and Five Hundred and 00/100
 Carlos Mendezal
 7 De Mendez
 787 315 Street
 Richmond, CA 94801
 Carlos & I Walker
 NOT NEGOTIABLE

PARALANZ NATIONAL
 2608
 7/17/2008
 Carlos Mendezal
 \$ 900.00
 Nine Hundred and 00/100
 Carlos Mendezal
 787 315 Street
 Richmond, CA 94801
 Carlos & I Walker
 NOT NEGOTIABLE

PARALANZ NATIONAL
 2620
 8/27/2008
 Carlos Mendezal
 \$ 1,650.00
 One Thousand Six Hundred Fifty and 00/100
 Carlos Mendezal
 787 315 Street
 Richmond, CA 94801
 Carlos & I Walker
 NOT NEGOTIABLE

PARALANZ NATIONAL
 2604
 7/14/2008
 Carlos Mendezal
 \$ 1,150.00
 One Thousand One Hundred Fifty and 00/100
 Carlos Mendezal
 787 315 Street
 Richmond, CA 94801
 Carlos & I Walker
 NOT NEGOTIABLE

PARALANZ NATIONAL
 2633
 8/12/2008
 Carlos Mendezal
 \$ 1,100.00
 One Thousand One Hundred and 00/100
 Carlos Mendezal
 787 315 Street
 Richmond, CA 94801
 Carlos & I Walker
 NOT NEGOTIABLE

PARALANZ NATIONAL
 2601
 8/12/2008
 Carlos Mendezal
 \$ 4,000.00
 Four Thousand and 00/100
 Carlos Mendezal
 787 315 Street
 Richmond, CA 94801
 Carlos & I Walker
 NOT NEGOTIABLE

PARALANZ NATIONAL
 2643
 8/18/2008
 Carlos Mendezal
 \$ 2,600.00
 Two Thousand Six Hundred and 00/100
 Carlos Mendezal
 787 315 Street
 Richmond, CA 94801
 Carlos & I Walker
 NOT NEGOTIABLE

PARALAN... 2734
18/20/2008
\$ 3,180.00
Three Thousand One Hundred Fifty and 00/100
Carlos Mendoza
787 9th Street
Richmond, CA 94801
Carlos & 2 Worker
MID 27 10 11 21 14 25 57 01 00 1 1 2 7 7

PARALAN... 2712
11/21/2008
\$ 1,640.00
One Thousand Sixty and 00/100
Carlos Mendoza
787 9th Street
Richmond, CA 94801
517 Oakland Ave
MID 27 10 11 21 14 25 57 01 00 1 1 2 7 7

PARALAN... 2760
11/10/2008
\$ 2,244.00
Two Thousand Two Hundred Forty Four and 00/100
Carlos Mendoza
787 9th Street
Richmond, CA 94801
Carlos & 1 Worker
MID 27 10 11 21 14 25 57 01 00 1 1 2 7 7

PARALAN... 2713
07/28/2008
\$ 1,750.00
One Thousand Seven Hundred Fifty and 00/100
Carlos Mendoza
787 9th Street
Richmond, CA 94801
Carlos & 2 Worker
MID 27 10 11 21 14 25 57 01 00 1 1 2 7 7

PARALAN... 2762
12/1/2008
\$ 2,480.00
Two Thousand Four Hundred Eighty and 00/100
Carlos Mendoza
787 9th Street
Richmond, CA 94801
Carlos & 2 Worker
MID 27 10 11 21 14 25 57 01 00 1 1 2 7 7

PARALAN... 2718
10/9/2008
\$ 3,342.00
Three Thousand Three Hundred Forty Two and 00/100
Carlos Mendoza
787 9th Street
Richmond, CA 94801
Carlos & 3 Worker
MID 27 10 11 21 14 25 57 01 00 1 1 2 7 7

PARALAN... 2742
12/18/2008
\$ 2,028.00
Two Thousand Twenty Eight and 00/100
Carlos Mendoza
787 9th Street
Richmond, CA 94801
Carlos & 2 Worker
MID 27 10 11 21 14 25 57 01 00 1 1 2 7 7

PARALAN... 2726
10/19/2008
\$ 3,808.00
Three Thousand Eight Hundred Eight and 00/100
Carlos Mendoza
787 9th Street
Richmond, CA 94801
Carlos & 2 Worker
MID 27 10 11 21 14 25 57 01 00 1 1 2 7 7

18111

FEDERAL RESERVE NOTE
 UNITED STATES OF AMERICA
 7801
 2/23/2007
 \$ 2,500.00
 Carlos Mendez
 Two Thousand Five Hundred and 00/100
 Carlos Mendez
 797 9th Street
 Richmond, CA 94801
NOT NEGOTIABLE
 Carlos & J Walker
 #002775# 4111425694 06001127#

FEDERAL RESERVE NOTE
 UNITED STATES OF AMERICA
 2744
 1/22/2006
 \$ 1,200.00
 Carlos Mendez
 Two Thousand Two Hundred and 00/100
 Carlos Mendez
 797 9th Street
 Richmond, CA 94801
NOT NEGOTIABLE
 Carlos & J Walker
 #002775# 4111425694 06001127#

FEDERAL RESERVE NOTE
 UNITED STATES OF AMERICA
 2804
 2/18/2007
 \$ 200.00
 Carlos Mendez
 Five Hundred and 00/100
 Carlos Mendez
 797 9th Street
 Richmond, CA 94801
NOT NEGOTIABLE
 Material For SCT Oakland Ave
 #002775# 4111425694 06001127#

FEDERAL RESERVE NOTE
 UNITED STATES OF AMERICA
 2775
 1/23/2006
 \$ 315.00
 Carlos Mendez
 Two Thousand Three Hundred Fifteen and 00/100
 Carlos Mendez
 797 9th Street
 Richmond, CA 94801
NOT NEGOTIABLE
 Carlos & J Walker
 #002775# 4111425694 06001127#

FEDERAL RESERVE NOTE
 UNITED STATES OF AMERICA
 2810
 2/26/2007
 \$ 2,400.00
 Carlos Mendez
 Two Thousand One Hundred Forty and 00/100
 Carlos Mendez
 797 9th Street
 Richmond, CA 94801
NOT NEGOTIABLE
 Carlos & J Walker
 #002775# 4111425694 06001127#

FEDERAL RESERVE NOTE
 UNITED STATES OF AMERICA
 2810
 2/26/2007
 \$ 2,400.00
 Carlos Mendez
 Two Thousand One Hundred Forty and 00/100
 Carlos Mendez
 797 9th Street
 Richmond, CA 94801
NOT NEGOTIABLE
 Carlos & J Walker
 #002775# 4111425694 06001127#

FEDERAL RESERVE NOTE
 UNITED STATES OF AMERICA
 2819
 3/2/2007
 \$ 2,400.00
 Carlos Mendez
 Two Thousand Four Hundred and 00/100
 Carlos Mendez
 797 9th Street
 Richmond, CA 94801
NOT NEGOTIABLE
 Carlos & J Walker
 #002775# 4111425694 06001127#

FEDERAL RESERVE NOTE
 UNITED STATES OF AMERICA
 2794
 2/8/2007
 \$ 1,000.00
 Carlos Mendez
 One Thousand Plus Hundred and 00/100
 Carlos Mendez
 797 9th Street
 Richmond, CA 94801
NOT NEGOTIABLE
 Carlos & J Walker
 #002775# 4111425694 06001127#

1912

JUNE 2 2004

MEMORANDUM OF UNDERSTANDING
BETWEEN FRANK GRAYAZ & BILL COBURN
PO BOX 517 OAKLAND AVE.

SCOPE: REHAB EXISTING HOUSE
AS 2 UNIT OR 3 UNIT PROPERTY

COST: \$10,000⁰⁰ estimate

REIMBURSABLE EXPENSES:
STRUCTURAL ENGINEER
REPRODUCTION COSTS
TITLE 24
PERMIT FEE.

DEPOSIT RECEIVED \$2000

ACCEPTED

[Signature]

FRANK GRAYAZ

DATE

[Signature]

6.2.04

DATE

WILLIAM P. COBURN, ARCHITECT

1224 Center St. Oakland CA 94607

wpcoburn@pacbell.net

(510) 893-8826

FAX (510) 465-2637

MARCH 13, 2018

TO WHOM THIS MAY CONCERN:

RE: 517 OAKLAND AVE.

THIS IS TO CONFIRM THAT BETWEEN THE PERIOD OF JUNE 2, 2004 AND MARCH 2004 BEFORE OBTAINING A BUILDING PERMIT FRANK GAYAZ PAID A TOTAL OF \$10,000 FOR ARCHITECTURAL SERVICES FOR THE REMODELING & ADDITION/RENOVATION AT THIS PROPERTY

RESPECTFULLY SUBMITTED

William T. Coburn

WILLIAM COBURN ARCHITECTS

1224 Center Street, Oakland, CA 94607

wpcoburn@pacbell.net

(510) 893-8826 FAX (510) 465-2637



Drainline Plumbing & Sewer Specialist Inc.

24797 Pear street Hayward, Ca. 94545
Ph: (510) 566-8893 • (925) 768-9779
Fax: (510) 496-4601
Email: drainlineplumbing@gmail.com
www.trenchlesssewerspecialist.com

California State License No. 1009295

5 YEAR WARRANTY!

DATE: 10/25/2016

Email: cms.mvp@gmail.com Proposal Submitted To: Chad Shepard
Telephone: (510)325-8526 Address: 517 Oakland Ave

Approx. Start / Finish Date: 11/14/16 City and state: Oakland, ca Zip: _____

WORK AUTHORIZATION - I/We hereby authorize the work described along with the necessary materials and parts Chad Shepard WORK ORDERED: sewer lateral replacement

MATERIAL USED / WORK PERFORMED

We propose the following work to be performed: Will first saw cut section of concrete at corner of house approx. 10ft. by 18" to behind of sidewalk. Will then open trench section of existing sewer do to off set of the sewer not being able to pass water test. Will then go out to street and saw cut section of asphalt 2x3. Will then excavate down 10ft. to city main connection. Will then use the trenchless method and pipeburst approx. 36ft. of str-17 polyurathane code approved sewer pipe. Will install a cast iron two way clean out behind sidewalk. Will then make our final connection to the city main. Will have to demo out more concrete for another connection coming out of house. Will have to cap off that line as well and then re connect after sewer has been inspected. So after sewer has passed inspection we will then begin to backfill and compact all excavated areas. Will haul all dirt from the street and import class 2 road base for city requirements. Will also repatch all concrete in driveway that was demo out. Will repave patch in the street. Will have concrete box clean out for sewer access. Will have inspected by the city of Oakland inspector and East bay mud inspectors. The remaining part of the existing sewer that was installed from different contractor will be a chance that the sewer line from clean out coming out of house to the corner of the house may not pass inspection. Drainline plumbing insures that our line will pass. So an additional price if does not pass will be \$1,500 on top of estimate.

permits, material, labor and equipment

10% DOWN, 90% UPON COMPLETION		CONTRACT PRICE:	\$4,450
TO OUR CUSTOMERS: Service men are required to have work slip signed. This is done in order to protect you, the workmen, and ourselves, and to enable us to give you absolute satisfactory service. You are respectfully requested to examine material and labor statement before workmen leave the job, and if you find everything satisfactory, okay this ticket. If service is unsatisfactory, in any way, please phone our office immediately.		10% DOWN:	476
"I find the time and material charged above satisfactory and agree to pay for same on presentation of invoice, and further agree to pay reasonable charges for collection, including attorneys fees in the or my default."		BALANCE:	
A PENALTY WILL BE CHARGED AT THE RATE OF 1 1/2% PER MONTH ON UNPAID BALANCES AFTER 30 DAYS OF INVOICE DATE. ANNUAL PERCENTAGE RATE 18%.		TOTAL:	
SIGNED <u>[Signature]</u> by _____			

Contractors are required by law to licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, Ca 95836

2 316

Faramarz Tabatabai-Ghanhaz
5825 Saint Paul Court
Oakland CA 94618

Current Date: May 24, 2017
Account Number: 3000008382
Capture Date: December 06, 2016
Item Number: 5250006816954
Posted Date: December 06, 2016
Posted Item Number: 6816954
Amount: 4,080.00
Record Type: Debit


FARAMARZ TABATABAI-GHANHAZ
5825 SAINT PAUL
OAKLAND, CA 94618
1512
90-38961711

Pay to the Dreadline Plumbing
Order of Four Thousand Eighty & 00/100 \$ 4,080.00
Date: Dec 2, 2016

Summit Bank
2000 POWELL STREET, SUITE 115
BEREVILLE, CALIFORNIA 94608
For Final Payment 5/7 of add'l work of Sumit Bank

⑆1211389581⑆0300008382⑆1512

ENDORSE HERE TO RECEIVE PAYMENT
DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE



Faramarz Tabatabai-Ghanhaz
5825 Saint Paul Court
Oakland CA 94618

Current Date: May 24, 2017
Account Number: 3000008382
Capture Date: November 30, 2016
Item Number: 5250006817133
Posted Date: November 30, 2016
Posted Item Number: 6817133
Amount: 420.00
Record Type: Debit


FARAMARZ TABATABAI-GHANHAZ
5825 SAINT PAUL
OAKLAND, CA 94618
1496
90-38961711

Pay to the Dreadline Plumbing
Order of Four Hundred Twenty & 00/100 \$ 420.00
Date: Nov 7, 16

Summit Bank
2000 POWELL STREET, SUITE 115
BEREVILLE, CALIFORNIA 94608
For Deposit to 5/7 sewer lateral of Sumit Bank

⑆1211389581⑆0300008382⑆1496

ENDORSE HERE TO RECEIVE PAYMENT
DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE



2417

CHRONOLOGICAL CASE REPORT

Case Nos.: T17-0421

Case Name: Nanos v. Jerez

Property Address: 1921 26th Avenue, #6, Oakland, CA

Parties: Scott Nanos (Tenant)
Owen Jerez (Property Owner)
Clifford Fried (Property Owner Representative)

OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	July 19, 2017
Owner Response filed	September 20, 2017
Order to Vacate and Set New Hearing Date issued	March 16, 2018
Amended Hearing Decision issued	May 1, 2018
Owner Appeal filed	May 23, 2018
Owner Supporting Documentation filed	June 7, 2018



City of
Oakland
Rent Adjustment
Program



RECEIVED

JUL 19 2017

RENT ADJUSTMENT PROGRAM
OAKLAND

Staff Dashboard

T17-0421 KM/BC

Home → T17-1054 → Submitted Petition Form

Petition type

Tenant

Applicant and Property Information

Applicant Info

David Scott Nanos,
,
1921 26th ave, unit 6
Oakland, California 94601
T 6096513306
scott.nanos@gmail.com

Representative

Michael Astanehe,
Tobener Ravenscroft Law Firm,
21 Masonic Ave, suite A,
San Francisco, California 94118
T 415 463 8106
mastanehe@tobenerlaw.com

Property owner

Owen Jerez,
1921 26th avenue property LLC,
201 13th st #32353, ,
Oakland, California 94612
T

Property manager

Owen Jerez,
1921 26th avenue property LLC,

201 13th st #32. 3, ,
Oakland, California 94612

T

Number of units 17

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

Are you current on your rent? Yes

Grounds for Petition

i) My property owner is providing me with fewer housing services than I previously received or is charging me for services originally paid by the owner. (OMC 8.22.070(F): A decrease in housing services is considered an increase in rent. A tenant may petition for a rent adjustment based on a decrease in housing services.)

Rent Increases

When did you move into the unit? 3/1/2014

Initial monthly rent \$1200

When did the property owner first provide you with a written NOTICE TO TENANTS of the existence of the Rent Adjustment Program (RAP NOTICE)? 12/15/2015

Did the property owner provide you with a RAP Notice, a written notice of the existence of the Rent Adjustment Program? Yes

Is your rent subsidized or controlled by any government agency, including HUD No

(Section 8)?

Have you ever filed a petition for your rental unit?

No

Description of loss of service and problems

The housing services I am being provided have decreased.

Yes

Are you being charged for a service originally provided to you by the property owner?

Yes

What is the estimated dollar value of the lost service or problem?

700

Reduced Service description

The service I have lost is the second bedroom of my two bedroom apartment. My younger brother, Sean Nanos and I, moved into this apartment in March 2014. In June 2017, he moved out due to receiving a promotion in his company that requires him to relocate to Los Angeles. I have been trying to complete a one-for-one transfer request to move my partner and our nine month old daughter into my spare bedroom, which has remained vacant since June 2017. My landlord has been unreasonably refusing my transfer request, imposing thirteen different requirements on my partner, including a minimum income of over \$18,000/year, even though I have explained that she is a full-time mother to our nine month old daughter. Although I've done my best to be compliant, and to complete as many requirements as possible, the situation has escalated and my landlord has made it clear that if he even sees my partner around or inside the premises, he will take aggressive action to evict me for trying to illegally move her into the unit. I have since provided him with documentation and

photographs proving that she is living elsewhere but he has refused to contact me or make any effort to reach a resolution. After receiving a three day notice to cure or quit on thursday, July 13, 2017, I have made constant and numerous attempts to contact him since friday, July 14, 2017, in hopes of reaching a peaceful resolution. But I have not received any communication whatsoever, and it is now 4:45 pm on Wednesday, July 19, 2017. Since June 2017 I have been covering all rent and utility payments on the apartment. I have tried attaching documentation but have been unsuccessful, please contact the law offices of Tobener Ravenscroft for more information and documentation regarding this issue.

Date loss of this service began

2017/6/1

Loss of service documentary evidence

Are you claiming any serious problems with the condition of your unit?

No

Problem documentary evidence

Additional Documentation



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

For date stamp.
RECEIVED
 SEP 20 2017
PROPERTY OWNER
RENT ADJUSTMENT PROGRAM
OAKLAND
RESPONSE

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

CASE NUMBER T - 17-0421 / T17-1054 online case#

Your Name 1921 26th Avenue Property, LLC	Complete Address (with zip code) 5424 Sunol Blvd #10146 Pleasanton, CA 94566	Telephone: 510.485.9287
Your Representative's Name (if any)	Complete Address (with zip code)	Email: my property management cloud@gmail.com
Tenant(s) Name(s) David Scott Nanos	Complete Address (with zip code) 1921 26th Avenue Oakland, Ca 94601	Telephone:
Property Address (If the property has more than one address, list all addresses) 1921 26th Avenue Oakland, Ca 94601		Email:
		Total number of units on property 17

Have you paid for your Oakland Business License? Yes No Lic. Number: **00169246**
 The property owner must have a current Oakland Business License. If it is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. **Please provide proof of payment.**

Have you paid the current year's Rent Program Service Fee (\$68 per unit)? Yes No APN: **026-0737-005-00**
 The property owner must be current on payment of the RAP Service Fee. If the fee is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. **Please provide proof of payment.**

Date on which you acquired the building: **10/22/2014**

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

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

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

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

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

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

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

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

The tenant moved into the rental unit on April 7, 2014.

The tenant's initial rent including all services provided was: \$ 1,200.00 / month.

Have you (or a previous Owner) given the City of Oakland's form entitled "NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM" ("RAP Notice") to all of the petitioning tenants?

Yes No I don't know

If yes, on what date was the Notice first given? 3/14/2014

Is the tenant current on the rent? Yes No

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

<u>Date Notice Given (mo./day/year)</u>	<u>Date Increase Effective</u>	<u>Rent Increased</u>		<u>Did you provide the "RAP NOTICE" with the notice of rent increase?</u>
		<u>From</u>	<u>To</u>	
<u>10/21/2016</u>	<u>12/1/2016</u>	<u>\$ 1,220.40</u>	<u>\$ 1,244.81</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<u>10/16/2015</u>	<u>12/1/2015</u>	<u>\$ 1,200.00</u>	<u>\$ 1,220.40</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No

III. EXEMPTION

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

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

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

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

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

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

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

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

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

IV. DECREASED HOUSING SERVICES

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

V. VERIFICATION

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



Property Owner's Signature

9-15-2017
Date

IMPORTANT INFORMATION:

Time to File

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

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

File Review

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

Mediation Program

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

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

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

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

Property Owner's Signature

Date

Property Owner Response:

Mr. Nanos and his lawyer have been attempting to intimidate, harass and extort the landlord into adding a person (Francis Mead) to the lease although the person does not appear to qualify due to lack of income and employment. The candidate stated that she met the income requirements on the rental application submitted but she has failed to provide proof of this income so that we can process the application. Mr. Nanos had actually moved Francis Mead, child and all of their furniture into the apartment and stated that she was now an occupant before starting the known process of adding a person to the lease, thus breaking the covenants of his lease for which he was noticed. He disputed the need to go through any process and stated that if I simply do not allow Francis Mead to be added to the lease, that he will call his father, get a lawyer, etc. He proceeded to do just that, we received a threatening letter from his father and an even more threatening and ominous letter from his lawyer. Mr. Nanos has demonstrated an incredible lack of cooperation to resolve this matter by any means formal or informal. In addition, he has been actively harassing the landlord, negatively talking about the landlord to tenants, prospective tenants both verbally and through social media to further his case that the landlord is a "P.O.S. slumlord" and other expletives. He has caused us significant damage and costs both monetary and to our reputation, due to his recalcitrance over the years regarding smoking, curbing his cat, feeding feral animals, wantonly vandalizing the property (repeatedly removing bug screens from windows to allow cats in and out of his apartment), paying the rent late (over 20 times late in 36 months). Despite all of this, we are still willing to process the application if he would provide the necessary information that is common to every multi-family building in Oakland. In this case, the applicant needs to provide proof of the employment income specified in the rental application of \$1500.00 per month. We have numerous emails requesting this information and it has not been provided. We have suggested that he submit another candidate but he is unwilling to cooperate with us. We have clear proof that Mr. Nanos and his lawyer wantonly ignored the signed lease agreement on file and the process for a one for one tenant replacement and only changed course (removing Robin Meade from occupying the apartment) after we repeatedly pointed to the lease agreement and presented several official notices. Mr. Nanos and his lawyer Michael Astanehe's conduct during these matters can only be described as indefensible, unprofessional, and lacking any due regard for the truth. In one of his threats, Mr. Astanehe stated that his client has been conducting his own investigation into the private matters of each of our tenants in 1921 26th Avenue and that he has discovered "proof" that the Landlord treats other tenants differently than him and that he will present this unless we immediately allow Francis Mead into the building and onto the lease. I stated that we seek to treat all tenants the same and that if we are aware of any violation, that we address it immediately. I asked them to please provide information about these situations and that we would seek to resolve them, he did not cooperate and stated that he would provide this information "at the rent board hearing". Last, we asked Mr. Nanos to please stop befriending tenants with the intent of getting ahold of confidential details about their tenancy and to use portions of that information to threaten the landlord with legal action unless we do as he says.

We have documentation on everything stated on this letter and we will be pulling together all needed supporting documentation in advance of the hearing date. We very much hope that the City of Oakland RAP can simply ask Mr. Nanos to please provide the missing information in order to process the one for one tenant replacement requested. Thank you.

Attachments Provided:

RAP Form signed by Tenant on 3/14/2014

RAP Form provided to Tenant on 10/16/2015 with notice of change of terms of tenancy

RAP Form provided to Tenant on 10/21/2016 with notice of change of terms of tenancy

Application to Rent for Francis Mead stating monthly income of \$1500 per month that was signed by her on 6/26/2017 representing this information to be true and correct.



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 6, 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 N/A

I received a copy of this notice on 3/14/14 David Smith

此份屋崗(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.
Baun Thoang Baun quean loi cuua ngoooi thuaa trong Oakland ngay cuong cou baeng tieang/Vietat. Nea cou moat baun sao, xin goii (510) 238-3721.

Approved By: Tenant Initials DS Tenant Initials SN

IPS27 # 520

Oct 16, 2015

**** NOTICE TO CHANGE TERMS OF TENANCY ****

To :
David Nanos
1921 26th Avenue 06
Oakland, CA 94601

Dear David Nanos ,

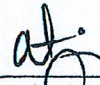
You are hereby notified that that the terms of tenancy under which you occupy the above described premises is to be changed.

It has been twelve months or more since your rental rate was reviewed and or adjusted based on the cost of living and other economic factors. In order to keep up with the operating costs at the property and to offset city, county, and state taxes that have been charged to the property for services enjoyed by the tenants, your rental rate will be changed as follows:

Effective, 12/1/2015 your base rent will be increased by \$20.40 per month, from \$1,200.00 per month, to \$1,220.40 per month, payable in advance.

As a reminder, the City of Oakland has a Residential Rent Arbitration Ordinance (RRAO) which sets forth certain guidelines for annual rent increases for rentals within the City.

Should you have any questions about the propriety of the subject rent increase, please don't hesitate to contact our office at (510) 594-7600 for information about the allowed increase under local Ordinance #9980 and addenda. While we have provided this information to your previously, we have attached a duplicate copy of the ordinance summary herewith for your reference. It is the express intention of the property owner that the balance of any allowed rent increases under the Ordinance are banked under provisions of the RRAO and can be added to any future increases and transferred to any future property owners.



Owner/Agent

This notice was served by the Owner/Manager in the following manner (check those which apply):

- by personal delivery to the tenant,
- by leaving a copy with someone on the premises other than the tenant,
- by mailing
- by posting.

The Lapham Company
4844 Telegraph Avenue
Oakland, CA 94609
(510) 594-7600

MAILED
OCT 19 2015
MAILED



P.O. BOX 70243, OAKLAND, CA 94612-2043
 Department of Housing and Community Development
 Rent Adjustment Program

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

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland has a Rent Adjustment Program (“RAP”) that limits rent increases (Chapter 8.22 of the Oakland Municipal Code) and covers most residential rental units built before 1983. It does not apply to subsidized units, most single family dwellings, condominiums and some other types of units. For more information on which units are covered, contact the RAP office.
- 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 (“CPI increase”). An owner can increase rent more than the CPI rate, but with limits, for: capital improvements, operating expense increases, and deferred annual rent increases (“banking”). No annual rent increase may exceed 10%. The owner 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 the owner decreases your housing services, this may be an increase in your rent. Decreased housing services include substantial problems with the condition of a unit.
- To contest a rent increase, you must file a petition with the RAP within sixty (60) days of whichever is later: (1) the date the owner served the rent increase notice; or (2) the date you first received this Notice To Tenants. Information and the petition forms are available from the RAP office: 250 Frank H. Ogawa Plaza, 6th Fl., Oakland, CA 94612 or: <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 your petition is filed, if the rent increase notice separately states the amount of the CPI rate, you have to pay your rent plus the CPI increase. If the CPI rate has **not** been stated separately, you may pay the rent you were paying before the rent increase notice. If the increase is approved and you did not pay it you will owe the amount of the increase retroactive to the effective date of increase.
- Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22) which limit the grounds for evictions in covered units. For more information contact the RAP office.
- Oakland charges owners a Rent Program Service Fee per unit per year. If the fee is paid on time, the owner is entitled to get half of the fee from you. Your payment for the annual fee is not part of the rent. Tenants in subsidized units are not required to pay the tenant portion of the fee.

**TENANTS’ SMOKING POLICY
 DISCLOSURE**

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

→ I received a copy of this notice on _____ (Date) _____ (Tenant’s signature)

此份屋崙 (奧克蘭) 市租客權利通知書附有中文版本。請致電 (510) 238-3721 索取副本。
 La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.
 Baún Thoàng Baùo quyềàn lờii của ngõđời thueâ trong Oakland nàyy củng còu baèng tieáng Viềt. Nềa còu mỗat
 baún sao, xin goii (510) 238-3721.

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM
SUPPLEMENT REQUIRED WITH NOTICE INCREASING RENT OR CHANGING
TERMS OF TENANCY

Oakland has a Rent Adjustment Program that limits rent increases.

A rental property owner may increase rent only once every 12 months. A tenant who receives a rent increase above an annual amount (CPI Rent Adjustment) may petition the Rent Adjustment Program to require the owner to justify the amount of the increase in excess of the CPI Rent Adjustment. A tenant must file the petition within 60 days of the owner's serving the rent increase notice or the tenant gives up the right to contest the increase.

When a rent increase exceeds the CPI amount allowed, a tenant may request a summary of the justifications for the rent increase from the owner. The request must be made in writing within 30 days of receipt of the notice of increase. The owner must provide a written response within 15 days of the tenant serving the request for the summary or the increase notice is invalid.

The tenant and the owner are encouraged to communicate with each other to resolve their differences without the need for filing a petition.

The current annual increase allowed is 1.7 %.

This notice provides limited information. For further information, contact the Rent Adjustment Program at 250 Frank H. Ogawa Plaza, 5th Floor, Oakland CA 94612 - (510) 238-3721.


Optional by owner: If you file a petition with the Rent Program on the petition is decided by the Rent Adjustment Program. This amount is \$ _____

PROOF OF SERVICE

I, the undersigned, being at least 18 years of age, declare under penalty of perjury that I served this rent increase, you must pay the amount of the increase equal to the CPI Rent Adjustment until the Change of Terms of Tenancy and Supplemental Notice, of which this is a true copy, on the above mentioned Tenant in Possession in the manner(s) indicated below:

- On _____ I handed the Notice to the tenant .
- I handed the Notice to a person of suitable age and discretion at the tenant's residence / business on _____.
- I posted the Notice in a conspicuous place at the tenant's residence on _____.
- I sent by 1st class mail a true copy of the Notice to the tenant at his place of residence on October 19, 2015.

Executed October 19, 2015 at Oakland, CA



See Reverse

IP527#00

Oct 21,2016

**** NOTICE TO CHANGE TERMS OF TENANCY ****

To :
David Nanos
1921 26th Avenue 06
Oakland, CA 94601

Dear David Nanos ,


You are hereby notified that that the terms of tenancy under which you occupy the above described premises is to be changed.

It has been twelve months or more since your rental rate was reviewed and or adjusted based on the cost of living and other economic factors. In order to keep up with the operating costs at the property and to offset city, county, and state taxes that have been charged to the property for services enjoyed by the tenants, your rental rate will be changed as follows:

Effective, 12/1/2016 your base rent will be increased by \$24.41 per month, from \$1,220.40 per month, to \$1,244.81 per month, payable in advance.

As a reminder, the City of Oakland has a Residential Rent Arbitration Ordinance (RRAO) which sets forth certain guidelines for annual rent increases for rentals within the City.

Should you have any questions about the propriety of the subject rent increase, please don't hesitate to contact our office at (510) 594-7600 for information about the allowed increase under local Ordinance #9980 and addenda. While we have provided this information to your previously, we have attached a duplicate copy of the ordinance summary herewith for your reference. It is the express intention of the property owner that the balance of any allowed rent increases under the Ordinance are banked under provisions of the RRAO and can be added to any future increases and transferred to any future property owners.



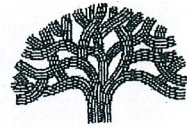
Owner/Agent

This notice was served by the Owner/Manager in the following manner (check those which apply):

- _____ by personal delivery to the tenant,
- by leaving a copy with someone on the premises other than the tenant,
- _____ by mailing
- _____ by posting.

The Lapham Company
4844 Telegraph Avenue
Oakland, CA 94609
(510) 594-7600

MAILED
OCT 25 2016
MAILED



P.O. BOX 70243, OAKLAND, CA 94612-2043
Department of Housing and Community Development
Rent Adjustment Program

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

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland has a Rent Adjustment Program ("RAP") that limits rent increases...
• You have a right to file a petition with the RAP to contest a rent increase...
• To contest a rent increase, you must file a petition with the RAP within sixty (60) days...
• If you contest a rent increase, you must pay your rent with the contested increase until you file a petition...
• Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22)...
• Oakland charges owners a Rent Program Service Fee per unit per year...

TENANTS' SMOKING POLICY
DISCLOSURE

- Please Refer to Your Lease
• Smoking (circle one) IS or IS NOT permitted in Unit _____, the unit you intend to rent.
• Smoking (circle one) IS or IS NOT permitted in other units of your building...
• There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at _____.

I received a copy of this notice on _____ (Date) _____ (Tenant's signature)

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Baùn Thoàng Baùo qyeàen lôii của ngôðøi thueâ trong Oakland naøy cuõng còu baêng tieáng Vieät. Nêã còu moät baùn sao, xin goii (510) 238-3721.

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM
SUPPLEMENT REQUIRED WITH NOTICE INCREASING RENT OR CHANGING
TERMS OF TENANCY

Oakland has a Rent Adjustment Program that limits rent increases.

A rental property owner may increase rent only once every 12 months. A tenant who receives a rent increase above an annual amount (CPI Rent Adjustment) may petition the Rent Adjustment Program to require the owner to justify the amount of the increase in excess of the CPI Rent Adjustment. A tenant must file the petition within 60 days of the owner's serving the rent increase notice or the tenant gives up the right to contest the increase.

When a rent increase exceeds the CPI amount allowed, a tenant may request a summary of the justifications for the rent increase from the owner. The request must be made in writing within 30 days of receipt of the notice of increase. The owner must provide a written response within 15 days of the tenant serving the request for the summary or the increase notice is invalid.

The tenant and the owner are encouraged to communicate with each other to resolve their differences without the need for filing a petition.

The current annual increase allowed is 2.0 %.

This notice provides limited information. For further information, contact the Rent Adjustment Program at 250 Frank H. Ogawa Plaza, 5th Floor, Oakland CA 94612 - (510) 238-3721.

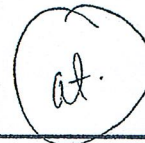
Optional by owner: If you file a petition with the Rent Program on the petition is decided by the Rent Adjustment Program. This amount is \$ _____

PROOF OF SERVICE

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- On _____ I handed the Notice to the tenant .
- I handed the Notice to a person of suitable age and discretion at the tenant's residence / business on _____.
- I posted the Notice in a conspicuous place at the tenant's residence on _____.
- I sent by 1st class mail a true copy of the Notice to the tenant at his place of residence on October 25th, 2016 .

Executed October 25th, 2016 at Oakland, CA.



See Reverse

APPLICATION TO RENT

(all sections must be completed)

Individual applications required from each occupant 18 years of age or older.

LAST NAME Mead	FIRST NAME FRANCIS	MIDDLE NAME	SOCIAL SECURITY NUMBER XXXXXXXXXX
OTHER NAMES USED IN THE LAST 10 YEARS		OTHER ID	WORK PHONE NUMBER
DATE OF BIRTH 03/13/1989	DRIVER'S LICENSE NO. D2184102	EXPIRATION 03/31/2011	STATE CA
1 PRESENT ADDRESS		CITY	HOME PHONE NUMBER (916) 606-5667
DATE IN		DATE OUT	OWNER/MGR NAME
DATE IN		DATE OUT	OWNER/MGR PHONE NO.
REASON FOR MOVING			
2 PREVIOUS ADDRESS 604 E 17th St apt 9		CITY Oakland	STATE CA
DATE IN June 2011		DATE OUT June 2017	OWNER/MGR NAME David Bui
DATE IN June 2011		DATE OUT June 2017	OWNER/MGR PHONE NO. (510) 587-8192
REASON FOR MOVING The apartment was unsafe for me and my growing daughter. There was an old heater with exposed wires that burned me and leaked gas. I wanted a new safer place.			
3 NEXT PREVIOUS ADDRESS 6301 Telegraph Ave apt B		CITY Oakland	STATE CA
DATE IN Oct 2009		DATE OUT June 2011	OWNER/MGR NAME Savvy Properties
DATE IN Oct 2009		DATE OUT June 2011	OWNER/MGR PHONE NO. (510) 847-7907
REASON FOR MOVING I wanted to live by myself so I moved into a studio			

PROPOSED OCCUPANTS	NAME Francis Mead	NAME
LIST ALL IN ADDITION TO YOURSELF	my 8 month old daughter Naima Ninos - Mead	

WILL YOU have pets?	DESCRIBE No	WILL YOU HAVE liquid filled furniture?	DESCRIBE No
---------------------	-----------------------	--	-----------------------

A Present occupation or source of income Freelance Artist	Employer name my company name is Illustrated Truths
How long with this employer 4 years	Supervisor's Phone # (916) 606-5667
Name of your supervisor Myself	Employer address Oakland, CA
B Prior occupation substitute teacher and after school program teacher	Employer name Oakland Unified School District
How long with this employer 8 years	Supervisor's Phone # (510) 879-8200
Name of your supervisor Lynette Calvin	Employer address 1000 Broadway suite 680 Oakland, CA 94607
	City, State ZIP Oakland, CA, 94607

Current gross income	\$ 1500	PER	<input type="checkbox"/> Week	<input checked="" type="checkbox"/> Month	<input type="checkbox"/> Year
----------------------	----------------	-----	-------------------------------	---	-------------------------------

Please list ALL of your financial obligations below

Name of your bank Chase	Branch or Address 270 E 18th St, Oakland 94606	Account Number
		checking XXXXXXXXXX
		savings



California Apartment Association Approved Form
www.caanet.org
Form 3.0 Revised 1/02 © 2002 All Rights Reserved
Page 1 of 2

UNAUTHORIZED REPRODUCTION OF BLANK FORMS IS ILLEGAL



Name of creditor	Address	Phone Number	Mo. pymt. amt.
		()	
		()	
		()	
		()	
		()	
		()	

In case of emergency, notify:	Address	Phone	City	Relationship
1 Scott Ninos	1921 26th ave	(609) 651-3306	Oakland	Partner
2 Terri Mead	1521 Valencia Ave	(916) 642-2455	Stockton	Mom

Personal References:	Address	Phone	Length of Acquaintance	Occupation
Ave Long	1120 21st Ave, Oakland, CA 94606	(510) 978-0370	7 years	teacher
Mai Doan	1540 N Wood St # 2 Chicago, IL 60622	(415) 359-5398	11 years	Keiki Practitioner

Automobile: Make Chrysler Model PT Cruiser Year 2007 License # 1

Automobile: Make _____ Model _____ Year _____ License # _____

Other motor vehicles: _____

Have you ever filed for bankruptcy? No Have you ever been evicted or asked to move? No

Have you ever been convicted for selling, distributing or manufacturing illegal drugs? No

Applicant represents that all the above statements are true and correct and hereby authorizes verification of the above items including, but not limited to, the obtaining of a credit report and agrees to furnish additional credit references upon request. Applicant consents to allow owner/manager to disclose tenancy information to previous or subsequent owners/managers.

Owner will require a payment of \$ _____, which is to be used to screen Applicant with regards to credit history and other background information. The amount charged is itemized as follows:

1. Actual cost of credit report, unlawful detainer (eviction) search, and/or other screening reports \$ _____
2. Cost to obtain, process and verify screening information (may include staff time and other soft costs) \$ _____
3. Total fee charged (cannot exceed \$30 per applicant, which may be adjusted annually with the CPI as of 1-1-98) \$ _____

The undersigned makes application to rent housing accommodations designated as:

Apt. No. 6 Located at 1921 26th ave Oakland, CA

the rent for which is \$ _____ per _____ and upon approval of this application agrees to sign a rental or lease agreement and to pay all sums due, including required security deposit of \$ _____, before occupancy.

6/26/17 Date [Signature] Applicant (signature required)

CALIFORNIA APARTMENT ASSOCIATION CODE FOR EQUAL HOUSING OPPORTUNITY

The California Apartment Association supports the spirit and intent of all local, state and federal fair housing laws for all residents without regard to color, race, religion, sex, marital status, mental or physical disability, age, familial status, sexual orientation, or national origin.

The California Apartment Association reaffirms its belief that equal opportunity can best be accomplished through effective leadership, education, and the mutual cooperation of owners, managers, and the public.

Therefore, as members of the California Apartment Association, we agree to abide by the following provisions of this Code for Equal Housing Opportunity:

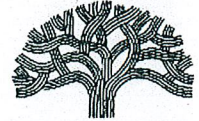
- We agree that in the rental, lease, sale, purchase, or exchange of real property, owners and their employees have the responsibility to offer housing accommodations to all persons on an equal basis.
- We agree to set and implement fair and reasonable rental housing rules and guidelines and will provide equal and consistent services throughout our residents' tenancy.
- We agree that we have no right or responsibility to volunteer information regarding the racial, creed, or ethnic composition of any neighborhood, and we do not engage in any behavior or action that would result in "steering."
- We agree not to print, display, or circulate any statement or advertisement that indicates any preference, limitations, or discrimination in the rental or sale of housing.

UNAUTHORIZED REPRODUCTION OF BLANK FORMS IS ILLEGAL



CITY OF OAKLAND

250 FRANK OGAWA PLAZA, SUITE 5313
OAKLAND, CA 94612-2043



Housing and Community Development Department
Rent Adjustment Program

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

ORDER TO VACATE HEARING DECISION AND SET NEW HEARING DATE

CASE NUMBER: T17-0421, Nanos v. Jerez
PROPERTY ADDRESS: 1921 26th Avenue, Apt 6, Oakland, CA
PARTIES: Scott Nanos, Tenant
Owen Jerez, Owner

BACKGROUND

On December 12, 2017, a Hearing was held in the above referenced case. No owner filed documents were in the file at the time of the Hearing. After the Hearing was held, on the same day of the Hearing, documents were received from the owner. The documents filed by the owner, substantially overlapped with the documents produced by the tenant prior to the Hearing, which were admitted into evidence at the Hearing.

The owner has appealed the Hearing Decision in part based on a claim that there was relevant information in his filed documents that was not considered at the Hearing. Therefore, it is appropriate to reopen the Hearing to determine whether the documents were filed in a timely manner, and whether there is relevant information in those documents that should be considered in the Hearing Decision.

Good cause appearing, it is hereby ordered that the prior Hearing Decision is vacated, and a new Hearing is scheduled to determine when the previously filed Owner documents were sent by the Owner to the RAP, and to determine if any of the Owner documents should be added as Exhibits in this matter. If any new documents are admitted, the parties will be given an opportunity to comment on these documents and they will be considered by the Hearing Officer in rendering a new decision. The testimony and the evidence will be limited to these questions. No new evidence may be filed by either party.

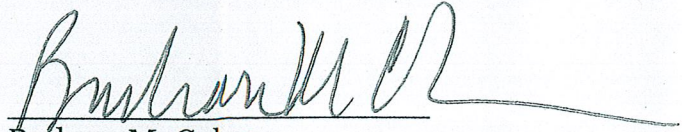
The Hearing in your case will begin:

Date: April 4, 2018

Time: 10:00 a.m.

Place: 250 Frank H. Ogawa Plaza, Ste. #5313, Oakland, CA 94612

Dated: March 16, 2018

A handwritten signature in black ink, appearing to read "Barbara M. Cohen", written over a horizontal line.

Barbara M. Cohen
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE

Case Number T17-0421

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 of it in a sealed envelope 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

Order To Vacate Hearing Decision & Set New Hearing Date

Owner

Owen Jerez
1921 26th Ave Property LLC/Jerez Owen
201 13th St #32353
Oakland, CA 94612

1921 26th Ave Property, LLC
5424 Sunol Blvd. #10146
Pleasanton, CA 94566

Owner Representative

Clifford Fried, Fried & Williams LLP
1901 Harrison Street, 14th Floor
Oakland, CA 94612

Tenant

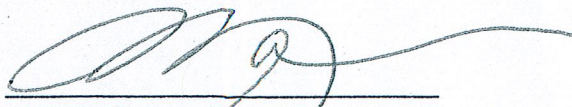
David Scott Nanos
1921 26th Ave #6
Oakland, CA 94601

Tenant Representative

Tobener Ravenscroft Law Firm/Michael Astanehe
21 Masonic Ave #A
San Francisco, CA 94118

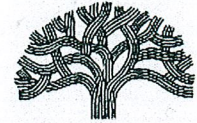
I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first 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 Mar 19, 2018 in Oakland, CA.



Maxine Visaya
Oakland Rent Adjustment Program

CITY OF OAKLAND



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

Housing and Community Development Department
Rent Adjustment Program

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

AMENDED HEARING DECISION

CASE NUMBER: T17-0421, Nanos v. Jerez

PROPERTY ADDRESS: 1921 26th Avenue, Apt. 6

DATES OF HEARING: December 12, 2017, April 19, 2018

DATE OF DECISION: May 1, 2018

APPEARANCES: Scott Nanos, Tenant (all dates)
Owen Jerez, Owner (all dates)
Alexis Espare, Witness for Owner (all dates)
Clifford Fried, Attorney for Owner (4/19/18)
Elizabeth Hart, Observer (4/19/18)

SUMMARY OF DECISION

The tenant's petition is granted. The legal rent for the unit is set forth in the Order below.

CONTENTIONS OF THE PARTIES

The tenant filed a petition on July 19, 2017, claiming decreased housing services associated with the loss of use of the second bedroom in his unit.

The owner filed a timely response to the tenant petition on September 20, 2017, denying that the tenant's housing services had decreased.

PROCEDURAL HISTORY

This case was initially heard on December 12, 2017. At the time the Hearing was held, the file contained a series of documents filed by the tenant. No owner documents were in the file. The Hearing was held and the owner was asked questions about whether he had proof of payment of the Rent Program Service fee and the Oakland Business tax and

the owner replied that he had provided those to the RAP already. In light of the fact that the City of Oakland had just been on strike, the owner's testimony was believed and the owner was fully allowed to participate in the Hearing. He gave testimony and provided argument.

During the course of the Hearing, the owner did not mention that he had filed documents with the RAP that were not being discussed at the Hearing. The Hearing concluded.

On December 12, 2017, after the Hearing was over, a group of documents filed by the Owner were provided to the Hearing Officer. The Hearing Officer looked through the documents briefly, and determined that the documentation was substantially similar to those documents filed by the tenant and used as Exhibits at the Hearing. Therefore no additional Hearing was scheduled.

A Hearing Decision in this case was issued on February 6, 2018, upholding the tenant petition. The owner appealed that decision, and his appeal was based in part on the failure to consider the documents he had filed.

In light of the Appeal, an *Order to Vacate Hearing Decision and Set New Hearing Date* was issued on March 19, 2018. The new hearing was set to specifically determine:

“when the previously filed Owner documents were sent by the Owner to the RAP, and to determine if any of the Owner documents should be added as Exhibits in this matter. If any new documents are admitted, the parties will be given an opportunity to comment on these documents and they will be considered by the Hearing Officer in rendering a new decision. **The testimony and the evidence will be limited to these questions. No new evidence may be filed by either party.**” Emphasis added.

At the Hearing on April 19, 2018, the owner produced a claimed “copy” of the documents previously filed by the owner, with numbers in the bottom right corner of each document. Contrary to the specific direction that no new evidence may be filed by either party, this set of documents included two documents that were not included in the owner's original submission.¹ Those documents were not admitted into evidence as they were not a part of the original submission and pertained to events that occurred after the original Hearing. The documents that were and were not admitted into evidence are discussed in the evidence section below.

This Decision is an entirely new decision and sets out a new appeal period. The prior appeal filed by the owner had been vacated when the *Order to Vacate Hearing Decision and Set New Hearing Date* was served on the parties.

///

¹ Pages 82 and 83

THE ISSUES

1. When, if ever, was the tenant provided with a *Notice to Tenants of the Rent Adjustment Program (RAP Notice)*?
2. What claims can be raised by the tenant?
3. Has the tenant suffered a decrease in housing services?
4. What, if any, restitution is owed between the parties and how does it affect the rent?

EVIDENCE

Rental History: The tenant testified that he moved into the 2 bedroom subject unit in April of 2014, with his brother, at an initial rent of \$1,200 a month. His brother moved out of the unit in June of 2017. The tenant's current rent is \$1,244.81 a month.

The tenant produced a lease, dated March 14, 2014, signed by both him and his brother Sean, documenting the terms of the agreement. A *RAP Notice* was attached to the lease, and was signed by the tenant on March 14, 2014.²

Decreased Housing Services:

Prior to the Hearing, the tenant submitted documents relating to claims associated with his cat, as well as documents associated with the loss of use of the bedroom. (See below regarding why claims were limited to the loss of the bedroom.)

Testimony from Hearing on December 12, 2017

Loss of the bedroom: The tenant testified that before his brother moved out, he asked the owner for approval to allow Frances Mead, his partner and the mother of his child, and his young child, to move in. He sent a letter to the owner on June 14, 2017, requesting that Ms. Mead be allowed to move in.³ The owner refused to allow Ms. Mead and the child to move in, because Ms. Mead did not meet the minimum income requirements.

After asking the owner to allow Ms. Mead to move in, Ms. Mead had a housing crisis and had to leave her unit, and moved in temporarily as a guest while waiting for a response from the owner.

On or about June 21, 2017, the tenant received a *Notice to Cease* both about smoking and the presence of a cat, and about allowing another person to occupy the premises without consent.⁴ Additionally, on July 12, 2017, a *Three Day Notice to Quit* was served on the tenant based on the presence of Ms. Mead in the unit.⁵ After receipt of the *Notice to Cease* and the *Three Day Notice*, Ms. Mead left the premises on July 13, 2017.

² Exhibit 11. All documents referred to in this Hearing Decision were admitted into evidence without objection.

³ Exhibit 1

⁴ Exhibit 2

⁵ Exhibit 6

The tenant further testified that he has been paying the rent on his own since his brother moved out. Even when his brother was living there, he paid the vast majority of the rent.

The tenant further testified that in June of 2017, Frances Mead filled out an application to rent and provided proof of her past income. Because Ms. Mead recently had a baby, she is now not earning much money because her primary responsibility is caring for the baby.

The owner testified that during the time Ms. Mead was living in the unit, he did not process her rental application because they do not take applications from someone staying on the premises without permission. Once she moved out, the application was processed and she was denied because her income qualifications do not match his requirements.

Alexis, the owner's employee, testified that after receipt of the application by Ms. Mead, he determined that the documents she provided did not qualify her for the income necessary to take over the co-tenant's responsibility.

The owner testified that after Ms. Mead did not qualify, he informed the tenant that if he could qualify for the unit by himself, that the tenant could re-apply and the owner would allow the tenant to take over the entire rental. The owner claimed that the tenant informed the owner that he and Ms. Mead were receiving income help from their parents, and could not qualify alone. Additionally, for the tenant to qualify alone, he would have to earn more than $\$1,200 \times 3 \times 12$, or $\$43,200$ annually. For each to reside in the unit and for Ms. Mead to be accepted as a co-tenant, they would each have to earn at least $\frac{1}{2}$ of that amount.⁶ The owner does not allow the tenants to cumulatively earn the correct amount. Either one person needs to qualify alone, or both individuals need to qualify at $\frac{1}{2}$ of the required annual income. This is because if the second person is added to the rental agreement, that person would have rights to the apartment.

The tenant contended that the owner imposed 13 different requirements before he would approve Ms. Mead as a co-tenant, and she passed all but one of the thirteen. Those requirements were that the prospective tenant was required to fill out a rental application; provide government identification; proof of income; earn a minimum income of $\$18,672$ annually; have a clean eviction record; have a clean bankruptcy record; have a clean collections record; have no co-signors; have no government assistance; have no pets; be a non-smoker, provide a notarized letter from the tenant's brother that he was requested removal from the lease; and pay a $\$35$ credit report fee. However, he further argued that his lease states only that "Tenant will not assign or sublet Premises or any part thereof without the prior written consent of Landlord" and does not impose these additional restrictions.⁷ Additionally, he contends that the

⁶ Note that this is a different amount than stated in a June 15, 2017, letter written by Jerez to the tenant, in which he said that the prospective roommate would have to earn an amount equal to the current rent ($\$1200$), multiplied by $\frac{1}{2}$, multiplied by 2.5, multiplied by 12. This amount equals $\$18,000$ annually. See June 15, 2017, letter from Jerez to Nanos, Exhibit 2.

⁷ See Exhibit 11, page 6 of 25

owner's failure to allow Ms. Mead to move in violated the Just Cause requirement that an owner not unreasonably withhold approval of a subtenant.

The owner contended that the tenant's claim is not really a claim of decreased housing services and that he is not unreasonably withholding consent, because he has the right to set policy for his rental units and that he applies this same policy to all of his tenants.

Testimony from Hearing on April 19, 2018

At the Hearing, the owner's documentation was reviewed. Those documents that were previously admitted into evidence in the prior Hearing, were not admitted again. Additionally, the owner's summary of events (pages 2-5 of his submitted documents) were not admitted into evidence because he had already testified as to his version of the events and the document was simply a summary of the already provided testimony. The owner produced other emails (Exhibits 12-29) which were written between the owner and the tenant, about the tenant's request to have Ms. Mead move in. These emails were supplementary to the already filed documents admitted into evidence as Exhibits 1-6 and simply highlight the information already in the record: the tenant wished Ms. Mead to move in and the owner would only allow her to move in if she met the financial requirements of a tenant. For example, Exhibit 15, an email from the owner to the tenant states: "We do not agree to adding anyone to leases unless we go through the specified tenant screening process. Communicated to you in a letter."

Additionally, Mr. Jerez testified that he would only allow Ms. Mead to move in, if Ms. Mead was able to establish the income necessary for a tenant to move in. He never received proof that Ms. Mead had adequate income to qualify to move into the unit. The reason he has a minimum income requirement is because income standards are imperative to be sure that accepted tenants have enough income to afford the rent. His business practice is based on advice he has read in journals and other landlord documentation he has read over the years.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

When, if ever, was the tenant provided with a *RAP Notice*?

The Rent Adjustment Ordinance requires an owner to serve the *RAP Notice* at the start of a tenancy⁸ and together with any notice of rent increase or change in the terms of a tenancy.⁹ An owner can cure the failure to give notice at the start of the tenancy, but may not raise the rent until 6 months after the first *RAP Notice* is given.¹⁰

The evidence established that the tenant was given a *RAP Notice* when he signed his lease in March of 2014.

⁸ O.M.C. § 8.22.060(A)

⁹ O.M.C. § 8.22.070(H)(1)(A)

¹⁰ O.M.C. § 8.22.060 (C)

What claims can be raised by the tenant?

Under the Oakland Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent¹¹ and may be corrected by a rent adjustment.¹² However, in order to justify a decrease in rent, a decrease in housing services must be the loss of a service that seriously affects the habitability of a unit or one that was provided at the beginning of the tenancy that is no longer being provided.

The tenant has the burden of proof with respect to each claim.

In order to bring a claim of decreased housing services, the tenant is required to provide a list or a description of his claims when the petition is filed. O.M.C. § 8.22.070 (F). Here the tenant filed a list of decreased housing services with his petition related to the failure of the owner to allow a one-to-one transfer request to move in Ms. Mead and their daughter. No other issues were raised with the tenant petition.

In filing his documents prior to the Hearing, the tenant also produced evidence concerning problems with his comfort animal and problems related to harassment. Because the Ordinance requires a tenant to provide a list of all claims, and because allowing any other claim to go forward would deny the owner the due process right to know and understand the claims against him, only that issue that was on the Tenant Petition was considered at the Hearing.

Has the tenant suffered a decrease in housing services?

The owner has refused the tenant's request for a one-to-one replacement of Frances Mead (and his newborn daughter) to move in and replace his brother, who moved out in July of 2017. The tenant has consistently been able to pay rent in every month since his brother moved out, even though he is the only person who lives in the unit. While the tenant admitted that his income alone would not satisfy the owner's "formula" for allowable rentals, the evidence is uncontested that the tenant has paid rent in every month.^{13, 14}

"Housing services" are defined in the Ordinance to mean "all services provided by the Owner related to the use or occupancy of a Covered Unit."¹⁵ This reasonably includes the

¹¹ O.M.C. § 8.22.070(F)

¹² O.M.C. § 8.22.110(E)

¹³ The owner and tenant provided conflicting testimony about whether or not the tenant has been late paying rent. The issue of late rent payments is not relevant to this claim and is not detailed here. It is sufficient to say that on the only ledger in evidence, Exhibit 9, no late fees are charged to this tenant. This ledger came from the time that *Lapham Property* was managing the property, and predates this dispute.

¹⁴ The fact that the tenant has requested to move in two people (Ms. Mead and their child) does not impact the requirement for a one-to-one replacement. The child is a minor and does not count as one of the individuals subject to the one to one replacement.

¹⁵ O.M.C. § 8.22.020

rights permitted to the tenant by agreement to have a specific number of occupants or a roommate to share the cost of the rental.¹⁶

The tenant rented a two bedroom apartment with his brother. His brother moved out and he reasonably wishes to live with his partner, who is the mother of his child, and his child. He does not wish to live with any other roommate. As such, the actions of the owner in refusing to allow Ms. Mead to move-in, are denying him the use of the second bedroom in his apartment.

It is not a requirement of the law that the owner approve Ms. Mead as a co-tenant, with the same rights and responsibilities that Mr. Nanos has. This is what the owner wants to do in requiring that Ms. Mead meet the same requirements to move-in as if she were an original tenant. The owner can allow Ms. Mead to move in as a subtenant. All the responsibilities of the paying of rent would continue on Mr. Nanos' shoulders, as is the case now with his brother's absence. Additionally, the lease signed by the parties when the tenant moved in, does not require that a subtenant satisfy the many requirements set forth by the owner in order to approve Ms. Mead. It simply states that the tenant cannot move someone in without prior written consent.

Failing to consent to the reasonable request to move in Ms. Mead, who satisfies all but one of the 13 requirements set forth by the owner, is unreasonable. Therefore, the owner has decreased the tenant's housing services.

The owner has argued that this case is bound by the case *Gottfried v. Beacon Properties* T16-0727. In that case the Hearing Officer held that the tenants' claims that the owner would not agree to replacement roommates "is essentially a claim for damages, which is beyond the jurisdiction of a Rent Control agency." The Hearing Officer cited *Larson v. City and County of San Francisco*, 192 Cal. App.4th 1263 (2011). In *Larson* the Court invalidated a statute seeking to broaden the Rent Board's ability to grant rent reductions for a landlord's act of influencing or attempt to influence a tenant to vacate through fraud, intimidation or coercion. It was deemed invalid because any such rent reduction would not be quantifiable or restitutive in character, as is required for an administrative agency. The Hearing Officer mistakenly relied on *Larson* to invalidate that part of the tenants' claims and the decision in *Gottfried* is not persuasive. Unlike in *Larson* the owner's acts here are quantifiable and the calculation discussed below is meant to provide restitution to the tenant.

The owner additionally cited a statute governing mobile home parks (Civil Code § 798.74) and the Code of Federal Regulations relating to screening for families on Section 8. See 24 CFR 982.307. Neither of these statutes relate to the claim at issue here.

¹⁶ Additionally, the Just Cause for Eviction Ordinance requires that "a landlord shall not endeavor to recover possession of a rental unit as a result of subletting of the rental unit by the tenant if the landlord has unreasonably withheld the right to sublet following a written request by the tenants, so long as the tenant continues to reside in the rental unit and the sublet constitutes a one-for-one replacement of the departing tenants." O.M.C. § 8.22.360(A)(2).

Because the tenant is being required to pay for a two bedroom unit, while the owner withholds the consent for Ms. Mead to move in, the tenant has lost the use of 1/3 of the value of his apartment. The tenant still has the use of his bedroom, the kitchen, living room and bathroom. Therefore a 1/3 reduction is reasonable.

The tenant's rent is currently \$1,244.81 a month. The tenant is entitled to a rent decrease of 1/3 of that amount, or \$414.90, for a total monthly rent of \$829.91, effective June 1, 2018, until the owner consents to allow Ms. Mead to move-in. Additionally, the tenant has overpaid rent in all months since August of 2017.^{17, 18}

What, if any, restitution is owed between the parties and how does it affect the rent?

The chart below calculates the rent overpayments. In all months since August of 2017, the tenant has paid rent of \$1,244.81, an overpayment of \$414.90 a month. He has overpaid a total of \$4,149.

OVERPAID RENT						
From	To	Monthly Rent paid	Max Monthly Rent	Difference per month	No. Months	Sub-total
1-Aug-17	31-May-18	\$1,244.81	\$829.91	\$ 414.90	10	\$ 4,149.00
				\$ -		-
TOTAL OVERPAID RENT						\$ 4,149.00

RESTITUTION			
		MONTHLY RENT	\$829.91
		TOTAL TO BE REPAYED TO TENANT	\$ 4,149.00
		TOTAL AS PERCENT OF MONTHLY RENT	500%
AMORTIZED OVER	12	MO. BY REG. IS	\$ 345.75

An overpayment of this size is normally adjusted over a period of 12 months.¹⁹ For now \$345.75 a month is subtracted from the current legal rent of \$829.91, for a total rent of \$484.16 a month. From June of 2018 through May of 2019, the tenant's rent is \$484.16 a month. The rent reverts to \$829.91 a month in June of 2019, if the owner continues to deny Ms. Mead the right to move-in.

However, should the owner allow Ms. Mead to move in (as either a subtenant or a cotenant), the owner can increase the rent by \$414.90 a month. **In order to increase**

¹⁷ Since the letter from his brother requesting to be taken off the lease was dated July 17, 2017, and Ms. Mead's application was signed on June 26, 2017, it is reasonable for there to be a one month delay in approving the move-in request.

¹⁸ There was no testimony at the second day of Hearing as to whether the tenant has continued to pay full rent since the prior Hearing Decision was appealed and then vacated. It is assumed that the tenant has been paying full rent. If the tenant has paid less than full rent, the parties can adjust the amount owed accordingly.

¹⁹ Regulations, Section 8.22.110(F)

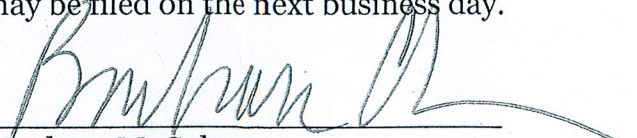
the rent after allowing Ms. Mead to move in, the owner must provide the necessary notice pursuant to Civil Code § 827.

Additionally, if the owner wishes to pay the tenant the restitution in one lump sum, he has the authority to do so. If the owner pays the tenant restitution, the tenant must stop deducting the restitution.

ORDER

1. Petition T17-0421 is granted.
2. The tenant's base rent is \$1,244.81. Before consideration of restitution, the tenant's base rent is reduced by 1/3, to \$829.91, based on the owner's unreasonable withholding of consent to allow Ms. Mead to move-in to the unit.
3. Due to past decreased services, the tenant is owed restitution of \$4,149. This overpayment is adjusted by a rent decrease for the next 12 months in the amount of \$345.75 a month.
4. The tenant's rent for the months of June 2018 through May 2019 is \$484.16 per month. The rent reverts to \$829.91 a month in June of 2019 (if the owner continues to deny Ms. Mead the right to move-in.)
5. If the owner wishes to, he can repay the restitution owed to the tenant at any time. If he does so, the monthly decrease for restitution ends at the time the tenant is provided restitution.
6. If the owner allows Ms. Mead to move-in, he can increase the rent by \$414.90 a month. **In order to increase the rent, the owner must provide the necessary notice pursuant to Civil Code § 827.**
7. **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 1, 2018


Barbara M. Cohen
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE

Case Number T17-0421

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 of it in a sealed envelope 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

Amended Hearing Decision

Owner

1921 26th Ave Property LLC/Jerez Owen
201 13th St #32353
Oakland, CA 94612

1921 26th Ave Property, LLC
5424 Sunol Blvd. #10146
Pleasanton, CA 94566

Owner Representative

Clifford Fried, Fried & Williams LLP
1901 Harrison Street, 14th Floor
Oakland, CA 94612

Tenant

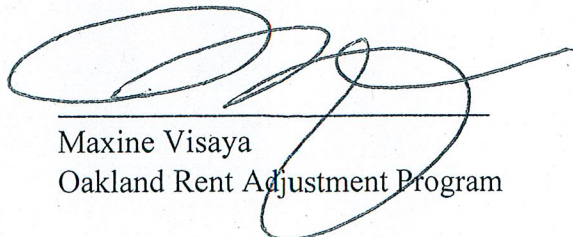
David Scott Nanos
1921 26th Ave #6
Oakland, CA 94601

Tenant Representative

Tobener Ravenscroft Law Firm/Michael Astanehe
21 Masonic Ave #A
San Francisco, CA 94118

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 3, 2018 in Oakland, CA.



Maxine Visaya
Oakland Rent Adjustment Program



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

For date stamp: 2018 MAY 23 PM 2:41

APPEAL

Appellant's Name 1921 - 26th Ave. Property LLC / Owen Jerez		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) 1921 - 26th Avenue, Apt. 6 Oakland, CA 94601			
Appellant's Mailing Address (For receipt of notices) c/o Clifford E. Fried, Fried & Williams LLP 1901 Harrison Street, 14th Floor Oakland, CA 94612		Case Number T17-0421	
		Date of Decision appealed May 1, 2018	
Name of Representative (if any) Clifford E. Fried, Esq. SBN 118288 Liz Hart		Representative's Mailing Address (For notices) Fried & Williams LLP 1901 Harrison Street, 14th Floor Oakland, CA 94612	

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.

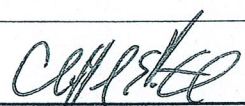
- f) I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. (In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue 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.)

Submissions to the Board are limited to 25 pages from each party. Please number attached pages consecutively.
Number of pages attached: 4

You must serve a copy of your appeal on the opposing party(ies) or your appeal may be dismissed.

I declare under penalty of perjury under the laws of the State of California that on May 23, 2018, 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>	David Scott Nanos
<u>Address</u>	1921 - 26th Ave. #6
<u>City, State Zip</u>	Oakland, CA 94601
<u>Name</u>	
<u>Address</u>	
<u>City, State Zip</u>	

 Clifford E. Fried - designated representative	05-23-2018
--	------------

SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE

DATE

For more information phone (510) 238-3721.

City of Oakland Rent Adjustment Program, Case No. T17-0421
Appeal of Landlord 1921 – 26th Avenue LLC/Owen Jerez
Date of Hearing Decision: May 1, 2018

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GROUNDINGS FOR APPEALING THE DECISION

2)a) The Decision Is Inconsistent with the Oakland Municipal Code, RAP Regulations, or Prior Decisions of the RAP Board.

The tenant petitioned for a decrease in housing services claiming the loss of one bedroom in his two-bedroom apartment. See Petition and Hearing Decision. However, there is nothing stopping the tenant from using the second bedroom. There is no substantial evidence that the owner eliminated or reduced a bedroom at the premises. What the tenant is really arguing is that the landlord's refusal to allow a particular person to occupy the unit, based on lack of income and employment, is a decrease in housing services.

Both Oakland Municipal Code, Section 8.22.040, and RAP Regulation 8.22.020 define housing services as:

“all services provided by the owner related to the use or occupancy of a covered unit, including, but not limited to, insurance, repairs, maintenance, painting, utilities, heat, water, elevator service, laundry facilities, janitorial service, refuse removal, furnishings, parking, security service, and employee services.”

Consent to, or approval for, a request for a replacement roommate or for permission to sublease to a particular person is not an elimination or reduction of a housing service for which a rent reduction can be awarded. Nor are the owner's *standards of approval* of a subtenant a housing service.

The Decision of the Hearing Officer in this case is inconsistent with Oakland's laws because the right to sublet to a particular person and the approval of a proposed roommate is not a “service” as that term is used in the Oakland Municipal Code.

Prior RAP decisions hold that in order to justify a decrease in rent, a decrease in housing services must either be the elimination or reduction of a service that existed at the start of the tenancy or a violation of the housing or building code which seriously affects the habitability of the tenant's unit. In our case, there has been no elimination or reduction of any service. Lack of habitability was not raised by the tenant in this case. There is nothing prohibiting a qualified roommate or subtenant from applying for occupancy in the second bedroom of tenant's unit. Therefore, there has been no elimination or reduction in a housing service.

2)b) The Decision Is Inconsistent with Decisions Issued By Other Hearing Officers.

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A Hearing Decision in the matter of T16-0727, *Gottfried, et al., v. Beacon Properties* (decided on October 11, 2017) held that a tenant's claim for decreased housing services, based on the landlord's denial of consent for replacement roommates was beyond the jurisdiction of the RAP.

The facts in T16-0727 are the same as the facts in our case and establish a precedent for the issue being presented in this appeal. In T16-0727, the tenants filed a petition which alleged that their housing services had been decreased based on an increased criteria for replacement roommates. The issue, as phrased by Hearing Officer Kasdin in that matter was: "[h]ave the tenants' housing services been decreased and, if so, by what percentage of the total housing services that are provided by the owner?" Hearing Officer Kasdin ruled that "[t]he tenants' contention is essentially a claim for damages, which is beyond the jurisdiction of a Rent Control agency" citing *Larson v. City & County of San Francisco* (2011) 192 Cal.App.4th 1263. The claim for decreased housing services, due to the landlord's denial of consent to the new housemates, was denied.

Our case and the *Gottfried* case are very similar. This main issue is the same in both cases. And in both case there was no testimony that the landlord had changed their screening requirements or made them more stringent for the tenant who was denied consent to sublet. In both cases, there was testimony that the Landlord had approved of prior applicants. And in both cases, the tenants acknowledged that the refused candidates were below the Landlord's announced standards.

The hearing decision in *Gottfried* established that the RAP lacks jurisdiction to hear and rule on a dispute over whether or not the landlord unreasonably withheld consent. Hearing officer Kasdin got it right on this issue.

2)c) The Decision Raises New Policy Issues That Have Not Been Decided by the Board.

It appears that the Rent Adjustment Program Board has never ruled on the following issues:

Whether or not consent to, or approval for, a request to sublet is a "housing service".

Whether or not the RAP has jurisdiction to hear a dispute over a landlord's refusal to consent to, or approve, a request to sublet.

If consent to a request to sublet is a housing service and the RAP does have jurisdiction to adjudicate disputes over the reasonableness of a landlord's denial of consent, what standards are to be applied by the Hearing Officer?

□ Whether the owner's denial of a particular proposed subtenant, but not a denial of the general right to sublet under the rental agreement, is a reduction in housing service warranting a reduction in rent.

There is nothing the RAP's published index of cases that discloses these issues have ever been addressed by the Board. See

<http://www2.oaklandnet.com/oakca1/groups/ceda/documents/agenda/oak048285.pdf>

The RAP Board should not allow the RAP to be deciding landlord-tenant disputes over the reasonableness of a landlord's lack of consent to either a request to sublet or a request for replacement of roommates. This issue is best left to the courts which have subpoena power, afford the parties the right to discovery, and can award damages for breach of contract or issue rulings in unlawful detainer actions (in the event the tenant ignores the lack of consent and subleases in breach of the rental agreement). The RAP currently has its hands full with hearing the proliferation of landlord petitions for rent increases due to a recent change in the law. Allowing the RAP to decide issues which have traditionally been the domain of the civil courts will only exacerbate the backlog of cases currently being experience at the RAP.

2)d) The Decision Violates Federal, State, or Local Law.

The Hearing Decision violates Article VI, section 1, of the California Constitution and the holdings in *Larson v. City & County of San Francisco*, *McHugh v. Santa Monica Rent Control Bd.*, and *Harris v. Capital Growth*.

In *Larson v. City & County of San Francisco* (2011) 192 Cal.App.4th 1263, 1283., the California Court of Appeal for the First District (the same Appellate District that creates binding legal authority for the RAP) concluded that:

"the decrease in housing services provisions added to the City's Rent Ordinance . . . are an attempt to bypass the judicial system and impermissibly endow the Board with judicial power constitutionally reserved to the judiciary. As such, . . . [parts of the Ordinance] are facially invalid under the judicial powers clause to the extent they empower the Board to order rent reductions."

Article VI, section 1, of the California Constitution provides: "[t]he judicial power of this State is vested in the Supreme Court, courts of appeal, and superior courts" (Cal. Const., art. VI, § 1.) "[A]gencies not vested by the Constitution with judicial powers may not exercise such powers."

McHugh v. Santa Monica Rent Control Bd. (1989) 49 Cal.3d 348, 356 held that an administrative agency may constitutionally hold hearings, determine facts, apply the law to those facts, and order relief — including certain types of monetary relief — so long as (i) such activities are authorized by statute or legislation and are reasonably necessary to effectuate the administrative agency's primary, legitimate regulatory purposes, and (ii) the "essential" judicial power (i.e., the power to make

enforceable, binding judgments) remains ultimately in the courts, through review of agency determinations. *Id.* at p. 372.

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Harris v. Capital Growth stands for the proposition that a tenant's ability to pay rent is of paramount importance in the landlord-tenant relationship. In our case, the Hearing Officer didn't think that the proposed subtenant's lack of income, a job, or bank account was relevant.

2)e) The Decision Is Not Supported by Substantial Evidence.

There is no finding based on substantial evidence that the tenant lost the use of his second bedroom. The Hearing Officer cites to no evidence or reason as to why the owner acted unreasonably refusing to consent to Ms. Mead's subletting and occupancy.

There is no evidence in the record establishing that the owner acted unreasonably in withholding consent to a change in roommates or a request to sublet. The only evidence concerning the reasonableness of the owner's lack of consent came from the owner who testified that a subtenant's income and ability to pay rent is the primary factor in deciding whether give consent. The evidence at the hearing was that the proposed subtenant and roommate had no income or employment.

The Hearing Officer also failed to consider the tenant's refusal to cooperate with the Landlord to process the application for the proposed roommate and subtenant (Ms. Mead). The finding that Ms. Mead satisfies all but one of the 13 requirements set forth by the Owner is not supported by substantial evidence. The evidence shows that:

1. Mead failed to provide proof of income as she signed for in the application
2. Mead failed to respond to a TransUnion Tenant Screening
3. The Owner was not able to receive a credit report
4. The Owner was not able to confirm if the applicant had evictions
5. The Owner was not able to confirm if the applicant had any bankruptcies
6. The Owner was not able to confirm if the applicant had a criminal history
7. The Owner was not able to confirm if the applicant had collections

There is evidence in the record showing that 7 of 13 of the landlord's requirements were not satisfied and thus the Decision is not supported by substantial evidence. The RAP should not be determining the reasonableness of a landlord's refusal or failure to approve a tenant's request for a replacement roommate or subtenant. The RAP Hearing Officers are not educated or trained to make management decisions for landlords and they have no business making rulings simply because they personally would have given consent to a request for a new roommate or tenant.

Also, there is no evidence in the record concerning the value of the tenant's reduced housing service. The tenant failed to meet his burden of proof with regard to a reduction in housing services. The Hearing Officer's decision to reduce the tenant's rent by 1/3 is arbitrary and capricious and not based on substantial evidence.

PROOF OF SERVICE BY FIRST-CLASS MAIL

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I declare that I am a resident of or employed in the County of Alameda, State of California. I am over the age of eighteen years and am not a party this action. My residence or business address is 1901 Harrison Street, 14th Floor, Oakland, CA 94612.

On the date below, I served the attached, concerning the action known as (*Nanos v. Jerez, Rent Board No. T17-0421*):

APPEAL

on the parties herein in said action, by placing the envelope for collection and mailing following our ordinary business practices. I am readily familiar with this business' practice for collecting and processing correspondence for mailing with the United States Postal Service. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.

The envelope was addressed, sealed and placed for collection and mailing, following this business' ordinary business practices, from Oakland, California, as follows:

David Scott Nanos
1921 26th Ave. Apt. 6
Oakland, CA 94601

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and this declaration was executed on May 23, 2018, at Oakland, California.


Fabienne Lopez

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Clifford E. Fried, Esq. SBN 118288
Fried & Williams LLP
1901 Harrison Street, 14th Floor
Oakland, CA 94612
Telephone: 510-625-0100
Email: cfried@friedwilliams.com

2018 JUN -7 PM 4:36

Representative for Owner and Appellant

City of Oakland
Rent Adjustment Program

Case No. T17-0421

Appeal of Owner 1921 – 26th
Avenue LLC/Owen Jerez

In re 1921 26th Avenue, Oakland

**APPELLANT'S SUPPORTING ARGUMENT AND DOCUMENTATION TO BE
CONSIDERED BY THE BOARD ON APPEAL**

Owners and Appellants 1921 – 26th Avenue LLC/Owen Jerez hereby submit the following supporting argument and documentation, pursuant to RAP Regulations, Sec.8.22.120A.2, in support of the Appeal filed on May 23, 2018.

A. Introduction

This is not a case of an owner denying a tenant the right to sublet where the rental agreement permits subletting. It is also not a case of an owner denying a tenant the right to have a replacement roommate where the law permits replacement roommates. There is no evidence in the record that the owner denied the tenant the right to sublet or to have a replacement roommate or that the tenant lost the use of his second bedroom.

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The Hearing Decision sets up the contention of the tenant who claims “decreased housing services associated with the loss of use of the second bedroom in his unit.” Hearing Decision at page 1.

This is a case where a proposed subtenant and replacement roommate applied to occupy the premises but did not qualify due to lack of ANY income and employment. And while the Hearing Decision implies that the owner refused to rent to the tenant’s proposed subtenant and roommate, that is not what the record shows. What the record shows is that the proposed subtenant and roommate refused or could not complete the owner’s application process. And before the application process could be completed, the tenant filed a petition for a decrease in housing services which claimed the loss of a bedroom at the premises.

The Hearing Officer questioned the RAP’s jurisdiction to even hear this Petition and make a decision. Recording of Hearing (First Session on 12/12/2017) at 00:25:50. It is unclear why jurisdiction was taken and a decision issued because no housing service was decreased.

B. *Consent to, or approval for, a request for a replacement roommate or for permission to sublease to a particular person is not an elimination or reduction of a housing service for which a rent reduction can be awarded.*

Both Oakland Municipal Code, Section 8.22.040, and RAP Regulation 8.22.020 define *housing services* as:

“all services provided by the owner related to the use or occupancy of a covered unit, including, but not limited to, insurance, repairs, maintenance, painting, utilities, heat, water, elevator service, laundry facilities, janitorial service, refuse removal, furnishings, parking, security service, and employee services.”

In her Decision, the Hearing Officer quotes this definition but purposely omits the part of the sentence that provides the examples of “insurance, repairs, maintenance, painting, utilities, heat, water, elevator service, laundry facilities, janitorial service, refuse removal, furnishings, parking, security service, and employee services.” See Hearing Decision at page 6. This omission and misquote was done to deflect attention from the fact that denying consent to a requested sublet or roommate is conspicuously absent from the definition of housing services.

And while the Hearing officer may argue that the examples contained in the definition are just examples and are not exclusive, the examples in the definition are very important. They provide guidance to owners, tenants and the RAP of what should be included as a housing service.

There is a big difference between withholding consent to allow a sublet and services such as “insurance, repairs, maintenance, painting, utilities, heat, water, elevator service, laundry facilities, janitorial service, refuse removal, furnishings,

parking, security service, and employee services." The former has to do with the exercise of rights under the rental agreement and the latter are actual services.

Dictionary.com defines "services" as "the supplying or supplier of utilities or commodities, as water, electricity, or gas, required or demanded by the public; the providing or provider of accommodation and activities required by the public, as maintenance, repair, etc.". This definition corroborates the examples contained in the RAP definition of housing services. This definition does not support an argument that the failure to consent to, or approval for, a request for a replacement roommate or for permission to sublease to a particular person, is a housing service.

And even if the dictionary definition of services supports a right to sublet, the owner in this case did not deny the tenant the right to sublet; the owner merely insisted on its right to have a completed application process and a qualified applicant before giving consent to a particular person. Had the applicant been employed and had an income or savings, she would have been approved.

The right to sublet, and the owner's process of reviewing applications and exercising its right to reject an applicant is not a housing service. It is a legal, intangible, concept more like an attorney's provision in a rental agreement. An owner is permitted to give a change in terms of tenancy to remove an attorney's fee provision from a rental agreement without any claim that it is a reduction in housing services. Likewise, an owner should be permitted to reasonably reject an applicant for subletting or replacement roommate without concern of the RAP imposing a rent reduction.

C. The Decision Violates Federal, State, or Local Law.

1. The Hearing Decision Imposes an Unconstitutional Taking of Property Without Just Compensation.

The Hearing Officer granted the petition ruling that until the owner agrees to permit one particular applicant to sublease and become a roommate, a rent reduction for reducing housing services will be in place. This ruling is an unconstitutional taking of property because it forces an owner to allow an occupation of its property without the owner's consent and without the payment of just compensation to the owner (actually, the Decision imposes a penalty on the owner for the taking).

The Decision forces an unqualified subtenant to take possession of the owner's property. If and when the original tenant vacates, the owner will be stuck with a tenant who cannot pay the rent. The owner will then be forced to file an expensive and lengthy unlawful detainer action to recover possession of its property.

There is a reason for the process of reviewing applications for proposed subtenants and roommates: so that the owner can make a reasonable determination of the creditworthiness and risks involved with the applicant, and then to accept or reject the applicant. If this were not the purpose of the application process, then why even have a law that says the owner cannot unreasonably withhold consent? The law would

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just say "Owner shall never decline a tenant request to sublet or add replacement roommates."

2. The Hearing Decision violates Article VI, section 1, of the California Constitution and the holdings in *Larson v. City & County of San Francisco*, *McHugh v. Santa Monica Rent Control Bd.* and *Harris v. Capital Growth*.

In Larson v. City & County of San Francisco, the California Court of Appeal for the First District (the same Appellate District that creates binding legal authority for the RAP) concluded that:

"the decrease in housing services provisions added to the City's Rent Ordinance . . . are an attempt to bypass the judicial system and impermissibly endow the Board with judicial power constitutionally reserved to the judiciary. As such, . . . [parts of the Ordinance] are facially invalid under the judicial powers clause to the extent they empower the Board to order rent reductions." *Larson v. City & County of San Francisco* (2011) 192 Cal.App.4th 1263, 1283.

Article VI, section 1, of the California Constitution provides: "[t]he judicial power of this State is vested in the Supreme Court, courts of appeal, and superior courts" (Cal. Const., art. VI, § 1.) "[A]gencies not vested by the Constitution with judicial powers may not exercise such powers."

McHugh v. Santa Monica Rent Control Bd. (1989) 49 Cal.3d 348, 356 held that an administrative agency may constitutionally hold hearings, determine facts, apply the law to those facts, and order relief — including certain types of monetary relief — so long as (i) such activities are authorized by statute or legislation and are reasonably necessary to effectuate the administrative agency's primary, legitimate regulatory purposes, and (ii) the "essential" judicial power (i.e., the power to make enforceable, binding judgments) remains ultimately in the courts, through review of agency determinations. *Id.* at p. 372.

The Hearing Decision ordered a rent reduction by making a judicial determination, unsupported by facts, that the owner unreasonably withheld consent to a request for a replacement roommate or subtenant. There is nothing in the Oakland Municipal Code or the RAP Regulations that permit the RAP to determine the reasonableness of an owner's consent to a particular request to sublet or for a replacement roommate. By exercising the power to second guess the owner's decision to have an income and employment criteria and to reject an unqualified applicant, the Hearing Officer improperly exercised a judicial power to award declaratory relief to the tenant in this case.

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D. The Decision Is Inconsistent with Decisions Issued by Other Hearing Officers.

A Hearing Decision in the matter of T16-0727, *Gottfried, et al., v. Beacon Properties* (decided on October 11, 2017) held that a tenant's claim for decreased housing services, based on the owner's denial of consent for replacement roommates was beyond the jurisdiction of the RAP.

The facts in T16-0727 are very similar to the facts in our case and establish a precedent for the issue being presented in this appeal: whether the RAP has jurisdiction to hear decrease in housing services petition based on the owner's lack of consent to a proposed new roommate.

Hearing Officer Kasdin ruled that "[t]he tenants' contention is essentially a claim for damages, which is beyond the jurisdiction of a Rent Control agency" citing *Larson v. City & County of San Francisco* (2011) 192 Cal.App.4th 1263. The claim for decreased housing services, due to the owner's denial of consent to the new housemates, was denied.

The hearing decision in *Gottfried* established that the RAP lacks jurisdiction to hear and rule on a dispute over whether the owner unreasonably withheld consent to a proposed roommate or subtenant.

There is no legal reason for a Hearing Officer to make a ruling that is inconsistent with Mr. Kasdin's decision. Hearing officer Kasdin got it right.

E. The Decision Raises New Policy Issues That Have Not Been Decided by the Board.

It does not appear that the Rent Adjustment Program Board has ever ruled on the following issues:

- Whether or not consent to a request to sublet or have a replacement roommate is a "housing service".
- Whether or not the RAP has jurisdiction to hear a dispute over a owner's refusal to consent to a request to sublet or roommate.
- If consent to a request to sublet is a housing service and the RAP does have jurisdiction to adjudicate disputes over the reasonableness of a owner's denial of consent to a particular applicant, what standards are to be applied by the Hearing Officer.
- Whether the owner's denial of a particular proposed subtenant, but not a denial of the general right to sublet under the rental agreement, is a reduction in housing service warranting a reduction in rent.

The RAP Board should not allow the RAP to decide owner-tenant disputes over the reasonableness of a owner's lack of consent to either a request to sublet or a

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request for replacement of roommates. This issue is best left to the courts which have subpoena power, afford the parties the right to discovery, and can award damages for breach of contract or issue rulings in unlawful detainer actions (in the event the tenant ignores the lack of consent and subleases in breach of the rental agreement). The RAP currently has its hands full with hearing the proliferation petitions filed due to recent changes in the law. Allowing the RAP to decide issues which have traditionally been the domain of the civil courts will only exacerbate the backlog of cases currently being experience at the RAP.

Given the backlog of cases at the RAP, and the amount of time it takes to have a Petition heard and finally decided, the RAP should not be looking for ways to expand its jurisdiction. It should be working to reduce its backlog of work. It should be working to do what it does best: reviewing improper rent increases and reduction in traditional housing services such as those actually described in Oakland Municipal Code, Section 8.22.040 and RAP Regulation 8.22.020.

F. The Decision Is Not Supported by Substantial Evidence.

The tenant in this case contends that he lost the use of the second bedroom in his unit because the owner would not approve of the applicant or give consent. There is no substantial evidence that the owner's conduct caused a loss of a bedroom. The tenant testified that he doesn't use the second bedroom. But that is the tenant's choice. The tenant still has access to the second bedroom and can keep his possession there, exercise there, do his art there, and put his child there, etc. Most importantly, the tenant is free to have a different person, one who has a job and income, and can submit a complete application for the owner's review. Because the tenant has access to and can use his second bedroom, there can be no reduction in housing services that warrants a rent reduction.

There is NO evidence in the record establishing that the owner acted unreasonably in withholding consent to a change in roommates or a request to sublet.

Proving the absence of substantial evidence is usually difficult for the appellant. But in our case, it is very easy because there was **NO** evidence submitted to prove that the owner acted unreasonably.

The record shows that the Hearing Officer ignored the facts that the proposed subtenant and roommate lacked employment, income, or savings. The tenant provided **NO** evidence that the proposed applicant was qualified. Yet, the Hearing Officer made a finding that the owner acted unreasonably because the applicant satisfied all but one of the alleged 13 requirements of the owner. It appears that the Hearing Officer believed that the owner actually imposed 13 different requirements before he would approve the applicant; but there was no actual evidence of 13 different requirements, just a letter from the tenant's lawyer arguing that there were 13 requirements. In fact, there were only 3 requirements (See Exhibit 24, a copy of which is attached hereto as Exhibit A)

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and the applicant was denied because she failed to provide sufficient proof of income and employment.

The owner testified at the hearing that the most important criteria for accepting or rejecting an application is the income and employment of the applicant. Recording of Hearing (First Session on 12/12/2017) at 00:18:00. The Hearing Decision seems to concede the fact that the applicant had no job or income. Hearing Decision at page 4. The Decision downplays the lack of income by saying the applicant recently had a baby and doesn't have much income. However, the facts are that the applicant's income in prior years was almost non-existent and the applicant currently has no income. Recording of Hearing (First Session on 12/12/2017) at 00:10:30. The Hearing Officer ignored the facts. Recording of Hearing (First Session on 12/12/2017) at 00:18:00 to 00:21:30.

Harris v. Capital Growth stands for the proposition that a tenant's ability to pay rent is of paramount importance. And, In the case of *Giebeler v. M & B Associates* (9th Cir. 2003) 343 F.3d 1143, 1157 the court expressed the considerable interest in a owner having a minimum income requirement:

"The record reveals that, as one would expect, the purpose of M & B's minimum income requirement is to ensure that tenants have sufficient income to pay rent consistently and promptly. This interest is, of course, considerable."

Both public and private housing providers recognize the paramount importance of an applicant having sufficient income so that the rental obligation can be paid during the course of the tenancy. See the Federal Government's position on ability of Section 8 applicants to pay rent. Exhibit B hereto. And see the California Apartment Association's emphasis on income of applicants. Exhibit C hereto. Income requirements are the first and foremost screening criteria when it comes to accepting or rejecting an applicant. The owner in this case acted reasonably and consistently with industry standards of practice.

In our case, the Hearing Officer didn't think that the proposed subtenant's lack of income, a job, or bank account was relevant to the reasonableness of the owner's rejection of the applicant. The Decision is not supported by any facts showing that the owner acted unreasonably. Unreasonableness on the part of the owner cannot even be implied from the facts that are in the record. The only unreasonableness is the conclusions reached in the Hearing Decision itself.

The only evidence concerning the reasonableness of the owner's lack of consent came from the owner himself who testified that a subtenant's income and ability to pay rent are the primary factors in deciding whether to consent.

Furthermore, the Hearing Officer failed to consider the tenant's refusal to cooperate with the owner's application process. The finding that Ms. Mead satisfies all

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but one of the alleged 13 requirements of the Owner is not supported by substantial evidence. The evidence shows that:

1. Mead failed to provide proof of income as she signed for in the application
2. Mead failed to respond to a TransUnion Tenant Screening
3. The Owner was not able to receive a credit report
4. The Owner was not able to confirm if the applicant had evictions
5. The Owner was not able to confirm if the applicant had any bankruptcies
6. The Owner was not able to confirm if the applicant had a criminal history
7. The Owner was not able to confirm if the applicant had collections

The record shows these 7 of 13 alleged requirements were not satisfied and thus the Decision is not supported by substantial evidence. The Decision further exemplifies how the RAP should not be determining the reasonableness of a owner's refusal or failure to approve a tenant's request for a replacement roommate or subtenant. The RAP Hearing Officers are not educated or trained to make management decisions for owners and they have no business making rulings simply because they personally would have approved of a request for a new roommate or tenant.

The Hearing Officer also concluded that "the tenant has lost the use of 1/3 of the value of his apartment . . . [t]herefore a 1/3 reduction is reasonable." Hearing Decision at page 8. Yet, there is no evidence in the record concerning the value of the tenant's reduced housing service. The tenant failed to meet his burden of proof regarding a reduction in housing services. The Hearing Officer's decision to reduce the tenant's rent by 1/3 is arbitrary and capricious and not based on substantial evidence.

As the Hearing Officer points out in the Hearing Decision,

"Under the Oakland Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent and may be corrected by a rent adjustment. However, in order to justify a decrease in rent, a decrease in housing services must be the loss of a service that seriously affects the habitability of a unit or one that was provided at the beginning of the tenancy that is no longer being provided." Hearing Decision at page 6.

First of all, all the tenant did was file a Petition claiming the loss of his second bedroom. There is no claim or finding that the premises is uninhabitable.

Second, there is no evidence that at the beginning of the tenancy the tenant and his brother had a right for Ms. Mead to rent, sublease, or occupy the premises. The rental agreement only gave the tenant and his brother the right to rent and occupy. Granted the rental agreement gives the tenant the right to sublease--a right which the owner never tried to take away—but there is nothing in the rental agreement that the owner must allow Ms. Mead, in particular, to rent, sublease or occupy the premises. The Owner never stopped providing the tenant with the right to sublet.

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Thus, any refusal to approve Ms. Mead as an occupant cannot be a reduction in housing services because the tenant never had a right to have Ms. Mead occupy the premises at the beginning of the tenancy.

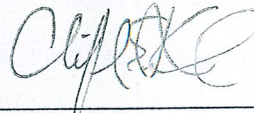
G. Conclusion

The Hearing Decision in this case is incorrect as a matter of law. The Hearing Officer substituted her opinion for what is reasonable and ignored the evidence and common sense to arrive at a Decision that defies logic and the law. A Hearing Officer cannot be judge and an expert witness defining the bounds of reasonableness for approving what is essentially a rental application. It is understandable how Hearing Officers could do this: they have don't have to face the future reality that there will be a tenant occupying the property who has no income and cannot pay the rent should the original occupant under the rental agreement vacate.

The Appeal should be granted and the Tenant's Petition denied on appeal without any remand.

Date: June 07, 2018

Fried & William LLP



Clifford E. Fried,
Designated Representative for
Owner and Appellant

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Exhibit 13

from: Property Management <mypropertymanagementcloud@gmail.com>
to: Scott Nanos <scott.nanos@gmail.com>
date: Thu, Jun 29, 2017 at 6:22 PM
subject: Rental Application Process has started
mailed- gmail.com
by:

Mr Nanos,

After we have consulted with legal counsel, we will be processing the submitted application for a 1 for 1 replacement of Sean Nanos on your existing lease agreement. Since you have started to cooperate with us, we will be accepting your rent payment without reservations.

The first step requires us to settle any and all issues regarding the prior tenant that is being replaced. This is necessary in order to make sure Sean Nanos rights are protected. Please see list of requirements below for us to proceed:

X 1) A notarized original letter from Sean Nanos requesting that he be taken off the lease agreement and replaced by X _____ (applicant's name). The letter also needs to state that he waives his right to his portion of the security deposit that he placed on the unit at the time the lease agreement was signed. This is standard for all 1 for 1 replacements. X

X 2) We need the ID and or drivers license of the applicant and proof of income. Proof may be in the form of pay stubs, W-2, or any form that can provide proof of income (bank account balance, receipts, etc). Standard for all applications. X

X 3) Once the above items are received, the applicant will need to respond to a TransUnion Screening email and pay the \$35.00 processing fee charged by TransUnion. Again, standard for all applications. X

As a reminder, these are the minimum requirements needed for qualification. They are specified in the attachment we sent you several days ago. They are the same for every new application since ownership change.

We wish you success with this application and thank you for your cooperation, we hope it will be a new beginning for our relationship.

The Management.

EXHIBIT

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EX 24

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Code of Federal Regulations, § 982.307 Tenant screening re Section 8.

(a) *PHA option and owner responsibility.*

(1) The PHA has no liability or responsibility to the owner or other persons for the family's behavior or suitability for tenancy. However, the PHA may opt to screen applicants for family behavior or suitability for tenancy. The PHA must conduct any such screening of applicants in accordance with policies stated in the PHA administrative plan.

(2) The owner is responsible for screening and selection of the family to occupy the owner's unit. At or before PHA approval of the tenancy, the PHA must inform the owner that screening and selection for tenancy is the responsibility of the owner.

(3) *The owner is responsible for screening of families on the basis of their tenancy histories.*

An owner may consider a family's background with respect to such factors as:

(i) Payment of rent and utility bills;

(ii) Caring for a unit and premises;

(iii) Respecting the rights of other residents to the peaceful enjoyment of their housing;

(iv) Drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others; and

(v) Compliance with other essential conditions of tenancy.

(b) *PHA information about tenant.*

(1) The PHA must give the owner:

(i) The family's current and prior address (as shown in the PHA records); and

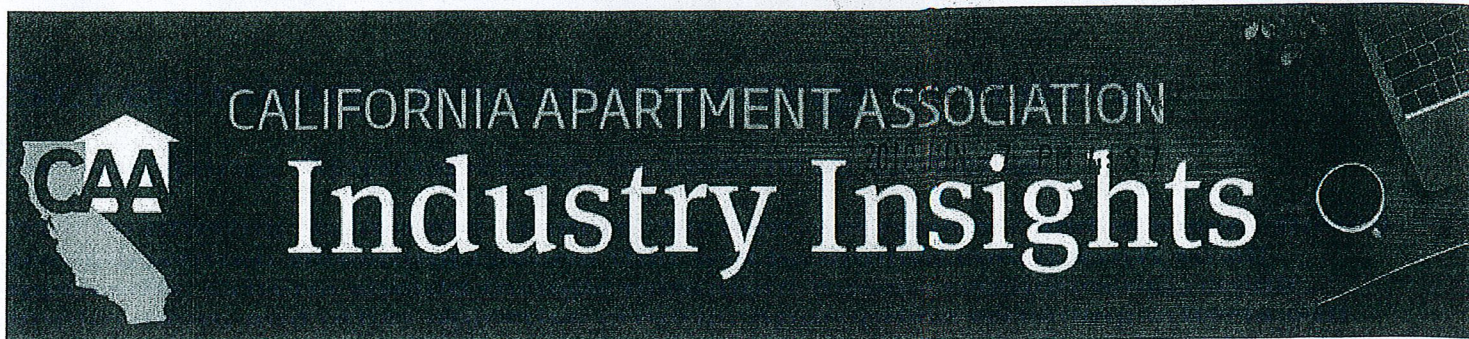
(ii) The name and address (if known to the PHA) of the landlord at the family's current and prior address.

(2) When a family wants to lease a dwelling unit, the PHA may offer the owner other information in the PHA possession, about the family, including information about the tenancy history of family members, or about drug-trafficking by family members.

(3) The PHA must give the family a statement of the PHA policy on providing information to owners. The statement must be included in the information packet that is given to a family selected to participate in the program. The PHA policy must provide that the PHA will give the same types of information to all families and to all owners.

(4) In cases involving a victim of domestic violence, dating violence, sexual assault, or stalking, 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking) applies.

(Approved by the Office of Management and Budget under control number 2577-0169) [60 FR 34695, July 3, 1995, as amended at 60 FR 45661, Sept. 1, 1995; 61 FR 27163, May 30, 1996; 64 FR 26645, May 14, 1999; 64 FR 49658, Sept. 14, 1999; 73 FR 72344, Nov. 28, 2008; 75 FR 66263, Oct. 27, 2010; 81 FR 80816, Nov. 16, 2016]



Screening: Establishing Criteria

Developing Appropriate Screening Criteria

Prior to offering residential property for rent, every owner and manager should develop written screening criteria that will be applied consistently to all applicants. Criteria should include minimum income requirements, credit, employment, and other objective criteria. Appropriate screening criteria will help rental property owners attract qualified applicants and quickly identify applicants who do not qualify. A property owner who establishes appropriate screening criteria should find, more often than not, that he or she ends up with tenants who pay rent on time and who adhere to house rules and policies. Consistent application of these criteria, including renting to the first applicant who qualifies, will protect against claims of discrimination. This paper does not set model screening guidelines for owners – that is a business decision for each individual property owner or management company. Instead it provides an overview of the legal, practical, and ethical considerations that should be addressed by an owner in the development and application of screening criteria. CAA recommends that owners have their written screening policies reviewed by an attorney prior to implementation.

PURPOSE OF SCREENING CRITERIA

EXHIBIT

C-1

The purpose of written screening criteria is to ensure that owners have an objective means to determine whether an applicant qualifies for a particular unit. Owners and managers who rely on "gut instinct" or other subjective criteria often face costly mistakes, as the "nice" residents fail to pay rent on time (or at all), damage the unit, and disrupt the quiet enjoyment of other residents. An owner who provides written screening criteria to each prospective resident, may encourage those individuals with poor credit or problematic rental history to look elsewhere.

Objective screening criteria allows the owner to evaluate the risk posed by a particular applicant. Some flexibility is possible, as long as it is justified and documented. For example, an owner could choose to require tenants who are on the lower end of the minimum income standard to have a higher credit score, or pay a larger deposit. Similarly, an applicant with an unacceptable eviction history, who participates in a program for homeless veterans, could be considered to pose less risk if the program assists with security deposits and utility bills; and guarantees coverage of unpaid rent and move-out repairs. Any deviation from a property's standard screening criteria should be reviewed by an attorney prior to implementation and the basis for the deviation well-documented.

CONSISTENT APPLICATION OF SCREENING CRITERIA

Consistent application of screening criteria is essential to (1) ensure that all residents meet the standards and (2) avoid fair housing claims. This means that owners should rent to the first applicant who meets the screening criteria, rather than the one who seems "best" qualified. Treat all applicants in the same way from the first contact on the telephone to the in-person meetings. Written selection criteria should be provided to each and every applicant or may be attached to all rental applications or posted in the office for everyone to see. The date and time of receipt should be noted on each application. The applications should be processed in the order received. The first qualified applicant should be accepted.

CHANGES TO SCREENING CRITERIA

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A change in property ownership or economic conditions may result in a change in screening criteria. It is critically important to document these changes, and retain them in case of any complaint that may arise.

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A. Common Screening Criteria

Income Requirements. Owners may establish a policy that requires applicants to have a combined gross income at least "X" times the monthly rent (or equivalent financial assets). For example: If the unit rent for \$1000/month, owners could require an income of 3 times the rent i.e., \$3000/per month. This amount should be appropriate based on the age, location, and condition of the property and the demographics of the area. If you find that too great a percentage of prospective applicants fail the income standard, it may be that the expectation is too high. Similarly, if you have many qualified applicants you may consider making your criteria more stringent.

- **Combined Income:** If you allow married couples to combine their income to meet the income requirement, by law, you must also allow unmarried couples/roommates to do the same.
- **Source of Income:** California law does not allow property owners to discriminate based on an applicant's source of income. Income from sources such as AFDC, SSI, etc., must be considered when determining whether the applicant meets the minimum income standard. In addition, some applicants may have grants, investment accounts, or other sources of income, but may not be employed. All legal financial resources need to be treated equally. (California law, however, does not require owners/managers to participate in the federal Section 8 program.)
- **Proof of Income:** An applicant's potential sources include bank records, an offer of employment, income tax returns, proof of ongoing income from a legal settlement, contract employment, government subsidy, divorce decree, or maintenance.

EXHIBIT

C-3

- For more information see: CAA's Industry Insight "Screening Criteria, Credit Checks, Notices of Denial and Adverse Action"

[<http://caanet.org/kb/screening-developing-appropriate-screening-criteria/>]

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Credit Requirements. There are a variety of potential disclosures that may, based on an owner's screening criteria, disqualify an applicant, including insufficient income, too many obligations for the income (i.e., debt to income ratio), unpaid collection accounts, a pattern of late payments or non-sufficient funds (NSF) checks, and bankruptcies.

- **Questions to Consider:**

- How do you define "good credit"? Be specific.
- Will a FICO score be acceptable? (See note below)
- Will past due payments on medical bills be an exception?
- Will you take into consideration the number of credit check inquiries completed prior to yours?
- How will you handle those new to our country? Immigrants, resident workers, or foreign students may well be good risks, but they have no conventional credit track record.

Note: A FICO score is a credit score developed by Fair Isaac & Co. Rental property owners and other business owners use credit scores to determine the likelihood that credit users will pay their bills. Credit scores are calculated by using scoring models and mathematical tables that assign points for different pieces of information that best predict future credit performance. There are three FICO scores computed by data provided by each of the three bureaus. Some property managers use one of these three scores, while others may average the scores from the three bureaus.

- **Questions to Consider:**

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- How will you address:
 - No rental history
 - Gaps in rental history
 - Incomplete rental history
 - Disparities between information provided by the applicant and information provided by previous landlords (e.g. rental payment amounts, named occupants on the lease).
 - Negative information from previous landlords
 - Eviction filings or judgments
 - Unverifiable addresses or inconsistency with residence history in the credit report
 - Landlords who are members of the applicant's family.

Lack of Rental History Due to Homeownership. If an applicant previously owned his or her own home and does not have recent rental tenancies to verify, ask for proof that a mortgage was paid regularly. A consumer credit report should also show whether mortgage payments were missed or paid late.

Eviction History. A number of property owners are currently involved in litigation over tenant screening reports that provide information about unlawful detainer actions. The following resources provide more information on this issue and can be found here: CAA's Industry Insight "Screening Criteria, Credit Checks, Notices of Denial and Adverse Action" [<http://caanet.org/kb/screening-developing-appropriate-screening-criteria/>].

4. Criminal Background Checks: As information about criminal background becomes more readily available, many owners and managers are adding criminal background checks to their screening process for prospective residents. As with any other screening criteria, an owner's standards must be narrowly tailored to avoid illegal discrimination. Excluding every applicant with any criminal background, without regard to the offense's relationship to the

applicant's ability to meet tenancy obligations is likely to run afoul of fair housing laws. CAA has developed a separate background paper that presents the pros and cons and suggests questions and issues that members should discuss with their counsel concerning criminal background checks.

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B. Additional Requirements

The following information addresses the use of the property by residents rather than screening criteria applied by the property owner. Many owners find it helpful to provide to prospective tenants the policies and the rules for the property during the screening process.

1. **Occupancy Standards.** Setting an occupancy limit that is too strict may run afoul of fair housing laws. The State Department of Fair Employment and Housing has historically used a 2 persons per bedroom + 1 additional person for the unit as guidance for enforcement actions. This means that 5 persons should be allowed to live in a two-bedroom apartment. See CAA's Industry Insight "Occupancy Standards – Federal, State and Local."

[<http://caanet.org/kb/occupancy-standards-federal-state-local/>].

2. **Pets.** Property owners may prohibit pets or set restrictions based on species, breed, size, etc. However, owners may not refuse to rent to a disabled person who has a service animal nor may the owner refuse to rent to an individual who trains and has a service animal. In some cases it may be a reasonable accommodation to allow a disabled person to have a "companion" animal that may not otherwise qualify as a "service animal." See CAA's Industry Insight "When is a Pet Not a Pet? – Accommodating Persons with Disabilities."

[<http://caanet.org/kb/pets-companion-animals-pet-not-pet-accommodating-persons-disabilities-caa-white-paper/>].

3. **Smoking.** Owners of residential rental property may designate some or all of the property as "nonsmoking." See CAA's Industry Insight "Tobacco Smoking at Residential Rental Properties

[<http://caanet.org/kb/smoking-rental-property-caa-white-paper/>].” and CAA's Form 34.0 – Smoke-Free Lease Addendum. [<http://caanet.org/kb/smoking-policy-addendum-form-34-0/>].

EXHIBIT

4. **Parking, Guests, and Other Policies.** Many other types of restrictions on use of the property can be addressed in an owner's house rules. It is helpful to prospective residents for a property owner to provide them with information up front about what type of parking is or is not available. Restrictions on guest are also permissible but cannot be "unreasonable." For more information see: CAA's Industry Insight "When Does a Guest Become a Resident" [<http://caanet.org/kb/room-mates-co-tenants/>].

C. Other Resources

- CAA offers applicant screening services, including credit checks and eviction history. Screening can be performed immediately (online) for instant results. Contact your local Chapter or Division.
- CAA Form 3.0 – Application to Rent [<http://caanet.org/kb/application-to-rent-form-3-0/>]. Owners should provide an Application to Rent form to all applicants. CAA's form includes a space for the applicant to sign, which grants written permission needed for the owner to perform a credit check.
- Use CAA Form 3.0-R – Application to Rent with Receipt Attached [<http://caanet.org/kb/application-rent-screening-fees-receipt-form-3-0-r/>] or CAA Form 3.5 – Receipt for Tenant Screening and/or Credit Checking Fees [<http://caanet.org/kb/receipt-tenant-screening-and-or-credit-checking-fees-form-3-5/>], if owners charge an application fee. California law limits the fee owners may charge a prospective resident to cover the cost of screening. The fee cannot be greater than the actual out-of-pocket costs of gathering information on the applicant. The initial law provided that in no case, however, can the amount of the application fee charged by the owner be greater than \$30 per applicant. This fee may be adjusted annually by the owner commensurate with an increase in the Consumer Price Index. If the owner charges applicants a fee to obtain a credit report, applicants are entitled to a copy of the report if they request it. If a credit check is not run and the prospective tenant has paid a fee to the property owner, the owner must return the fee to the applicant.

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PROOF OF SERVICE BY PRIORITY MAIL

I declare that I am a resident of or employed in the County of Alameda, State of California. I am over the age of eighteen years and am not a party to this action. My residence or business address is 1901 Harrison Street, 14th Floor, Oakland, CA 94612.

On May 14, 2018, I served the attached, concerning the action known as 1921-26th Avenue LLC v. Nanos, Oakland Rent Board Petition T17-0421

**APPELLANT'S SUPPORTING ARGUMENT AND DOCUMENTATION
TO BE CONSIDERED BY THE BOARD ON APPEAL**

on the parties herein in said action, by placing the envelope for collection and mailing following our ordinary business practices. I am readily familiar with this business' practice for collecting and processing correspondence for mailing with the United States Postal Service. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.

The envelope was addressed, sealed and placed for collection and mailing, following this business' ordinary business practices, from Oakland, California, as follows:

David Scott Nanos
1921-26th Avenue #6
Oakland, CA 94601

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and this declaration was executed on June 7, 2018, at Oakland, California.


Fabienne Lopez