

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

May 11, 2017

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, April 27, 2017
4. OPEN FORUM
5. NEW BUSINESS
 - i. Appeal hearing in cases:
 - Consolidated:
 - a. T15-0269; Attarzadeh v. Lin
L15-0060; Lin v. Tenant
 - b. T16-0015; Rosenblum v. Cherry
 - c. Discussion on Reviving Policy Standing Committee
6. SCHEDULING AND REPORTS
7. ADJOURNMENT

Accessibility. The meeting is held in a wheelchair accessible facility. Contact the office of the City Clerk, City Hall, One Frank Ogawa Plaza, or call (510) 238-3611 (voice) or (510) 839-6451 (TTY) to arrange for the following services: 1) Sign interpreters; 2) Phone ear hearing device for the hearing impaired; 3) Large print, Braille, or cassette tape text for the visually impaired. The City of Oakland complies with applicable City, State and Federal disability related laws and regulations protecting the civil rights of persons with environmental illness/multiple chemical sensitivities (EI/MCS). Auxiliary aids and services and alternative formats are available by calling (510) 238-3716 at least 72 hours prior to this event.

2017 MAY -3 AM 9:51

FILED
OFFICE OF THE CITY CLERK
OAKLAND

Foreign language interpreters may be available from the Equal Access Office (510) 239-2368. Contact them for availability. Please refrain from wearing **strongly scented products** to this meeting.

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 services 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**

**Regular Meeting
April 27, 2017
7:00 p.m.
City Hall, Hearing Room #1
One Frank H. Ogawa Plaza, Oakland, CA**

DRAFT MINUTES

1. CALL TO ORDER

The HRRRB was called to order at 7:15 p.m. by Board Co- Chair, E. Lai

2. ROLL CALL

MEMBER	STATUS	PRESENT	ABSENT
Edward Lai	Homeowner Alt	X	
Ubaldo Fernandez	Tenant Alt	X	
Karen Friedman	Property Owner	X	
Jessie Warner	Homeowner		X
Kevin Blackburn	Homeowner Alt	X	
Ramona Chang	Property Owner		X
Deborah Mesaros	Tenant	X	

Staff Present

Kent Qian, Deputy City Attorney
Connie Taylor, Rent Adjustment Program Manager

3. CONSENT ITEMS

i. Approval of minutes, April 13, 2017

E. Lai made motion to approve minutes as amended. U. Fernandez seconded. The Board voted as follows:

Aye: E. Lai, U. Fernandez, K. Friedman, D. Mesaros
Nay: 0
Abstain: K. Blackburn

The motion carried.

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4. OPEN FORUM

No Speakers

5. NEW BUSINESS

i. Appeal in cases:

- a. T15-0068; Desta v. Wong
- b. T15-0069; Mengistu v. Wong

Appearances:

Property Owner Appellant

Ming Wong

Tenants

Tigist Desta
Frehewit Mengistu

Rebuttal

Mr. Wong
Ms. Desta
Ms. Mengistu

Board Discussion

After Board discussion and questions to both parties, E. Lai made a motion to affirm the Hearing Officer's decision in Mengistu v. Wong based on substantial evidence. K. Blackburn seconded.

E. Lai made a second motion to affirm the decision in Desta v. Wong based on substantial evidence and to send the case back to the Hearing Officer to calculate the overpayment in rent at the time of move out. D. Mesaros seconded.

E. Lai withdrew the second motion and made another motion to affirm the Hearing Officer's decision in both cases based on substantial evidence. U. Fernandez seconded. The Board voted as follows:

Aye: E. Lai, U. Fernandez, D. Mesaros, K. Friedman, K. Blackburn
Nay: 0
Abstained: 0

The motion passed by consensus.

b. T15-0372; Gebrezadik v. Wong

Appearances:

Tenant Appellant

Kibreab Gebrezadik

Property Owner

Ming Wong

Rebuttal

Mr. Wong

Mr. Gebrezadik

Board Discussion

After Board discussion and questions to both parties, E. Lai made a motion to deny the tenant's appeal due to failure to appear at the first Hearing on September 30, 2015 in case T15-0110, and because he did not state the basis for the appeal. U. Fernandez stated that it did not matter that tenant did not attend the first hearing and offered a friendly amendment to dismiss the first part of the motion. E. Lai withdrew the first reason for denial of appeal and restated the motion to deny the appeal based on the tenant's failure to state the basis of the appeal. U. Fernandez seconded. The Board voted as follows:

Aye: E. Lai, U. Fernandez, D. Mesaros, K. Friedman, K. Blackburn

Nay: 0

Abstained: 0

The motion was approved by consensus.

b. T16-0141; Mengistu v. Wong

Appearances

Landlord Appellant

Ming Wong

Tenant

Frehewit Mengistu

Rebuttal

Mr. Wong
Mr. Mengistu

Board Discussion

E. Lai made a motion to affirm the Hearing Officer's decision based on substantial evidence. U. Fernandez seconded.

E. Lai withdrew the motion and made another motion to deny the landlord's appeal because the Hearing Officer used the correct base rent for the Banking calculations. K. Friedman seconded. The Board voted as follows:

Aye: E. Lai, U. Fernandez, D. Mesaros, K. Friedman, K. Blackburn
Nay: 0
Abstained: 0

C. T16-0040; Merriweather v. Marquardt Property Mgt., Inc.

Appearances:

Tenant Appellant

Marvin Merriweather

Property Owner

Karen Marquardt

Rebuttal

Mr. Merriweather
Ms. Marquardt

Board Discussion

After Board discussion and questions to both parties, K. Friedman made a motion to affirm the Hearing Officer's decision based on substantial evidence. E. Lai offered a friendly amendment that appellant did not show good cause for not presenting evidence to refute New Construction claim of exemption at the underlying hearing. K. Blackburn seconded. The Board voted as follows:

Aye: E. Lai, U. Fernandez, D. Mesaros, K. Friedman, K. Blackburn

Nay: 0

Abstained: 0

The motion carried by consensus.

d. Discussion of Ghost Ship Fire

Staff will present a statement regarding live work spaces for the Rent Adjustment Website and a copy of the Question and Answers on the City Attorney's Website regarding live-work buildings and warehouses for the Board's consideration.

7. SCHEDULING AND REPORTS

The following items to be ajenized:

1. Discussion of reviving the Policy Standing Committee

8. ADJOURNMENT

E. Lai made motion to adjourn. K. Friedman seconded. The meeting was adjourned by consensus at 9:25 p.m.

CHRONOLOGICAL CASE REPORT

Case Nos.: Consolidated cases: T15-0269 & L15-0060
Case Name: Attarzadeh v. Lin & Lin v. Tenant
Property Address: 222 Broadway, Unit 1002, Oakland, CA
Parties: Leila Attarzadeh (Tenant)
ShuZu Lin (Property Owner)

TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Case: T15-0269:	
Tenant Petition filed	May 25, 2015
Owner Response filed	June 5, 2015
Case: L15-0060:	
Owner Petition filed	October 8, 2015
Tenant Response filed	November 19, 2015
Cases consolidated at hearing	February 16, 2016
Hearing Decision issued	March 28, 2016
Tenant Appeal filed	April 18, 2016

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City of Oakland Residential Rent Adjustment Program 250 Frank Ogawa Plaza, Suite 5313 Oakland, California 94612 (510) 238-3721		2016 APR 18 AM 11:55 <p style="text-align: center;">APPEAL</p>
Appellant's Name <i>Leila Attarzadeh</i>		Landlord <input type="checkbox"/> Tenant <input checked="" type="checkbox"/>
Property Address (Include Unit Number) <i>222 Broadway, Unit # 1002, Oakland, CA 94607</i>		
Appellant's Mailing Address (For receipt of notices) <i>222 Broadway, Unit # 1002 Oakland, CA 94607</i>		Case Number <i>T15-0269 L15-0060</i> Date of Decision appealed <i>March 16, 2016</i>
Name of Representative (if any) <i>DAVID H. BREMER Tenant's Attorney</i>		Representative's Mailing Address (For notices) <i>Monty White LLP 1000 Fourth Street, Suite 425 San Rafael, CA 94901</i>


I appeal the decision issued in the case and on the date written above on the following grounds:
 (Check the applicable ground(s). Additional explanation is required (see below). Please attach additional pages to this form.)

1. The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations or prior decisions of the Board. You must identify the Ordinance section, regulation or prior Board decision(s) and specify the inconsistency.
2. The decision is inconsistent with decisions issued by other hearing officers. You must identify the prior inconsistent decision and explain how the decision is inconsistent.
3. The decision raises a new policy issue that has not been decided by the Board. You must provide a detailed statement of the issue and why the issue should be decided in your favor.
4. The decision is not supported by substantial evidence. You must explain why the decision is not supported by substantial evidence found in the case record. The entire case record is available to the Board, but sections of audio recordings must be pre-designated to Rent Adjustment Staff.
5. I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. You must explain how you were denied a sufficient opportunity 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.
6. The decision denies me a fair return on my investment. You must specifically state why you have been denied a fair return and attach the calculations supporting your claim.

7. Other. You must attach a detailed explanation of your grounds for appeal. Submissions to the Board are limited to 25 pages from each party. Number of pages attached 7. Please number attached pages consecutively.

8. **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 April 18, 2016, 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>	ShuZu(Nicole.) Lin
<u>Address</u>	636 Fan Tail Way # 908
<u>City, State Zip</u>	Redwood City, CA 94063
<u>Name</u>	Hsiao - Ching Chen
<u>Address</u>	835 Rollin St.
<u>City, State Zip</u>	South Pasadena, CA 91030

 SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	<u>April 18, 2016</u> DATE
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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.
- Anything to be considered by the Board must be received by the Rent Adjustment Program by 3:00 p.m. on the 8th day before the appeal hearing.
- 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.

CASE NO. T15-0269, ATTARZADEH v. LIN

CASE NO. L15-0060, LIN v. TENANT

ATTACHMENTS TO APPELLANT'S APPEAL FROM HEARING DECISION

Date of Decision: 3/16/16

Proof of Service: 3/28/16

It is the position of Appellant (Leila Attarzadeh) that the hearing decision referred to above is not supported by substantial evidence as explained below. Furthermore, ShuZu (Nicole) Lin, as the purported owner of the rental unit in question, was contractually bound to lease the unit in question to Appellant, and Ms. Lin is in breach of her contractual obligations. Moreover, Ms. Lin is guilty of retaliation in serving a Notice to Vacate upon Appellant, once again in violation of her contractual obligations to Appellant.

Appellant entered into a lease agreement with Ms. Lin in the building known as 222 Broadway, Unit 1002, in October 2012. The rental charged by Ms. Lin at that time was \$2,150.00 per month. Thereafter, in October 2014 Ms. Lin sought a \$50.00 rent increase to become effective in November 2014 and promised Appellant that this new rent would be effective through the end of 2015. However, shortly thereafter, on November 4, 2014, Ms. Lin sought a \$200.00 per month increase in rent to become effective March 1, 2015.

Thereafter, Appellant complained to Ms. Lin that the latest effort to raise her rent was inappropriate and contrary to their prior agreement that the October 2014 rent increase of \$50.00 would remain in effect through the end of 2015. On March 23, 2015, the law firm of Lvovich & Szucsko wrote to Ms. Lin on behalf of Appellant regarding Appellant's rights of quiet enjoyment of her apartment, a copy of which is attached hereto. On March 24, 2015, Ms. Lin served a 60-day Notice to Vacate upon Appellant, a copy of which is attached. The Notice to Vacate is clearly in retaliation to the letter received from the Lvovich & Szucsko law firm as noted above, and additionally violated the agreement regarding the tenancy rights of the Appellant throughout the year 2015 and beyond.

A further explanation of the background of the concerns the Appellant had with Ms. Lin over the quiet enjoyment of her apartment is contained in Appellant's memorandum of April 6, 2015, a copy of which is attached .

Shortly after the Notice to Vacate was served upon the Appellant, I was retained by the Appellant to represent her interests in this matter, including Appellant's Tenant Petition and with reference to Ms. Lin's Petition seeking a Certificate of Exemption.

As reflected by the record below, at the time of the hearing on February 16, 2016, before Hearing Officer Linda M. Moroz, Ms. Lin refused to state or produce evidence regarding the nature of how she obtained the apartment unit in question. I examined Ms. Lin at some length and indicated that the records of the Alameda County Recorder's Office indicated that other individuals were involved in the ownership of this unit, and it was unclear whether she was the sole owner of this unit, and, if so, how that occurred. Ms. Lin refused to answer questions, and, in effect, stated that it was none of Appellant's business. Ms. Lin stated that the document called a Name Correction Deed was sufficient to reflect her ownership of the unit in question. Appellant disagrees with this position and asserts that it is incumbent upon Ms. Lin to carry her burden of proof that she owns the unit in question to produce the deed that grants title to her, which would allow her, in turn, to rent the unit in question to the Appellant.



March 23, 2015

Via Email and U.S. Mail
nicolelin@hotmail.com

Ms. Nicole Lin
636 Fan Tail Way #908
Redwood City, CA 94063

Re: Our client: Leila Attarzadeh; Property Address: 222 Broadway St., #1002, Oakland, CA

Dear Ms. Lin:

Our office represents Ms. Leila Attarzadeh, your tenant at the above-listed property. As an initial matter, please take all necessary steps to preserve all writings and other documents of every kind, irrespective of format or medium, that are in your possession, custody or control pertaining to Ms. Attarzadeh and the property identified herein.

As you should be aware, under California law, every tenancy carries a covenant of quiet enjoyment with which the landlord is required to comply. Cal. Civ. Code § 1927. The covenant obliges the landlord not, by act or omission, to interfere with the tenant's right to use and enjoy the property for the purposes contemplated by the lease. *Avalon Pacific-Santa Ana, L.P. v. HD Supply Repair & Remodel, LLC* (2011) 192 Cal.App.4th 1183, 1191. In addition, California laws requires written notice before entry into a residential unit, absent an emergency, and that such entry be for permissible and necessary purposes. Cal. Civ. Code § 1954. Unfortunately, since 2013, Ms. Attarzadeh's quiet enjoyment, including her right to notice before entry, has been repeatedly breached in ways including, but not limited to:

- Excessive off-hours noise from various construction and/or repair projects being conducted in the building;
- The unauthorized removal of an on-site key and multiple entries into Ms. Attarzadeh's unit without notice or authorization, including forced entry using a locksmith;
- Repeated unnecessary inspections of Ms. Attarzadeh's unit, requiring the interruption of her schedule and time away from work.

Despite repeated attempts to resolve these issues with you, the off-hours noise and repeated requests for entry continue to date. Even more problematic is your recent increase of Ms. Attarzadeh's rent, despite the ongoing breaches of her tenancy rights, and directly after a conversation with you regarding the same. Any negative action, including an increase in rent, taken by a landlord within 180 days of a tenant's lawful exercise of her rights is presumed retaliatory, and it becomes the landlord's burden to establish a non-retaliatory basis for the action. Cal. Civ. Code § 1942.5. Given that you increased Ms. Attarzadeh's rent less than five months ago, adequate justification for the March 2015 increase is unlikely at best, and the increase must be withdrawn immediately.

Damages for breach of the covenant of quiet enjoyment, violation of notice requirements and retaliation include, *inter alia*, the difference between the rent paid and the value of the tenancy in light of the unlawful conduct, statutory penalties, punitive damages. In addition, in any action arising from the lease agreement, the prevailing party is entitled to recover attorneys fee and costs.

Ms. Attarzadeh has made repeated efforts to resolve the problems outlined above, to no avail. Although litigation is a last resort, Ms. Attarzadeh is unwilling to allow these breaches to continue unabated. Please ensure that the building's management, who is acting as your agent with regard to Ms. Attarzadeh's tenancy, address the off-hours noise issues, and provide full and adequate notice of any entry (as previously agreed, no less than 30 days unless outside circumstances make that impossible), and that such entry is reasonably and necessary. Finally, you must withdraw the March 2015 rent increase on or before March 30, 2015.

Thank you for your prompt attention to this matter.

Sincerely,

Hannah Salassi

Hannah R. Salassi, Esq.

cc: Leila Attarzadeh (via email)

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60-DAY NOTICE TO VACATE

(For Use by Residential Landlord)

To Tenant: Items left blank or unchecked are not applicable.

NOTE: A residential landlord may terminate the month-to-month tenancy of a tenant who has resided on the property for one year or more by giving sixty (60) days written notice to the tenant. [Calif. Civil Code §1946.1]

FACTS:

You are a Tenant under a rental agreement or expired lease dated 10/13/2012, at Oakland, California, entered into by Leila Attarzadeh, as the Tenant, and Shuzu Lin, as the Landlord, regarding real estate referred to as 222 Broadway #1002, Oakland CA 94607

NOTICE:

1. This notice is intended as at least a sixty (60) day notice prior to termination of your month-to-month tenancy.
2. On or before 5/31, 2015, a date at least sixty (60) days after service of this notice, you will vacate and deliver possession of the premises to Landlord on 222 Broadway #1002, Oakland CA 94607.
3. Rents due and payable by you prior to the date to vacate include:
 - a. Monthly rent of \$2,350.00, due 4/1 & 5/1, 2015; and
 - b. Prorated rent of \$_____ through the date to vacate, due _____, 20_____.
4. Landlord acknowledges the prior receipt of \$2,150.00 as your security deposit.
 - 4.1 Within 21 days after you vacate, Landlord will furnish you a written statement and explanation of any deductions from the deposit, and a refund of the remaining amount. [Calif. Civil Code §1950.5(f)]
 - 4.2 Landlord may deduct only those amounts necessary to:
 - a. Reimburse for Tenant defaults in rental payments;
 - b. Repair damages to the premises caused by Tenant (ordinary wear and tear excluded);
 - c. Clean the premises, if necessary;
 - d. Reimburse for Tenant loss, damage or excessive wear and tear on furnishings provided to Tenant.
5. Landlord may show the leased premises to prospective tenants during normal business hours by first giving you written notice at least 24 hours in advance of the entry. The notice will be given to you in person, by leaving a copy with an occupant of suitable age and discretion, or by leaving the notice on or under your entry door.
6. Please contact the undersigned to arrange a time to review the condition of the premises before you vacate.
7. If you fail to vacate and deliver possession of the premises by the date set for you to vacate, legal proceedings may be initiated to regain possession of the premises and to recover rent owed, treble damages, costs and attorney fees.
8. The reason for termination is at will. 24 hours advance notice of the entry can also be delivered via written email.
(complete if required by rent control ordinance or Section 8 housing)

Date: 3/24, 2015

Landlord/Agent: Shuzu Lin

Signature: _____

Address: 636 Fan Tail Way #908, Redwood City CA

Phone: 510-8131296

Fax: _____

E-mail: nicoletlin@hotmail.com

Bremer

From: Leila Attarzadeh <leila.attarzadeh@gmail.com>
Sent: Monday, April 06, 2015 5:00 PM
To: bremer@lucasvalley.net
Subject: Background Bullet Points

Dear Mr. Bremer,

Here are some brief bullet points. I am happy to provide more information/detail/context if that would be helpful. I also have e-mail messages that might be helpful to clarify this outline. Thank you very much in advance.

- I moved into the unit (222 Broadway, #1002 Oakland, 94607) in October 2012;
- The unit I rent is a condo within a multi-unit building (built sometime around 2009);
- Rent was \$2,150/month;
- Problems with excessive off-hours noise (impact tools, drills, etc.) began a few months later, in early 2013, which I brought to the attention of on-site management, as well as to the owner of the unit (others heard it as well, but some owners do not live onsite full-time);
- Some attempts to investigate this were made, however these issues were never completely resolved (I was asked to record, document, etc., which I presented to the owner);
- The owner had originally encouraged me to keep a key in the building's secure lockbox (in the event of a lock-out, etc.);
- In March 2013 the key was mysteriously removed (no work order, no emergency, no notification of scheduled work);
- I called on-site management and was first told it was a mistake, that no one accessed the unit, then I returned home to obvious evidence someone had been inside, I called again, eventually I was told that yes, someone had gone in;
- I made numerous requests for evidence of the time stamp of the key being returned (there is an online system to track when the lockbox has been accessed, and residents can view their log);
- No one could produce a work order, evidence of reason for access, or proof of how long the key had been checked out. In other words, the key could have changed hands, etc., traveled outside of the building, etc., and there was no record of this;
- A security guard at the building told me that my tenant record had been erased;
- One staff member acknowledged a "security breach";
- I spoke with the manager of the building, the owner, and members of the HOA's board of directors;
- The landlord wrote to management and told me to "remove the spare key from the lockbox";
- This issue (and subsequent safety concerns) and the noise issue were never completely answered/resolved;
- I have been a good tenant (rent always paid on time -- or early; I have taken time off to facilitate the delivery/installation/inspection of appliances, some of which malfunctioned and caused damage; when my bank made a one time error with auto pay, I paid all late rent fees for the days it took for a paper check to arrive; due to a medical emergency, I had no paycheck from my employer for an extended period of time, and during my medical leave I continued to pay rent on time -- or early, and never requested a reduction in rent or arrangements around rent payment);
- In 2014, in the midst of continued noise, unresolved access issues, etc., I began receiving numerous requests to access the unit to make a mystery inspection to vents/ducts;
- For each of these I took time off of work, submitted required photographs, etc., since I could no longer leave a key onsite;

- After being told following the Spring 2014 security breach to "just reclaim the lockbox key (and not be forced to "just leave a key at the desk)," a crew, supervised by building management forcibly and illegally entered the unit with a locksmith for no necessary reason, while I was at work, and without making arrangements with me.
- Inspections continued through November 2014, and included "inspections" for repairs that never took place, including, but not limited to "sprinklers," "sprinkler systems," and "vents";
- The night before another vent inspection was to take place, I received an e-mail that it had been canceled (I had requested time off from work);
- I received a rent increase in October 2014 to \$2,200 (I began paying this);
- In October I requested a face-to-face meeting with my landlord, so that we could diplomatically discuss the issues that were not being addressed, and for which I was not being taken seriously by the building;
- My landlord stated on 10/19/14 that she would request sufficient advance notice for necessary entry into the unit, and also stated that the \$50 rent increase would be all that would change for the next twelve months, and that there would be no lease to sign, that I "could count on this";
- The purpose of this meeting was to outline a plan to resolve the continuing problems at the building so that I could live here peacefully;
- My landlord repeatedly stated that she "didn't think she should have to deal with this," that she didn't appreciate having to spend her time resolving this with me, etc.;
- I was very cautious, because my sense was that her frustration was misguided; however, after talking to multiple owners in the building, it was becoming imperative that she advocate on behalf of me -- her tenant -- which she had not been consistently and actively doing (she relied on me to just resolve these issues myself, but I was not taken seriously by the staff or management of the building);
- On 11/4/14 I received another notification of an additional rent increase, to go into effect on 3/1/15 (\$2,400);
- I have expressed my concern about this directly to my landlord;
- Two requests for access to the unit in February 2015 have already been made, one without the agreed-upon amount of notification;
- I have accommodated many access requests for which I am not comfortable allowing a key to be left (due to an unresolved security breach described above), thereby requiring my taking time off from work;
- I received a rent increase in October 2014, and then within weeks of discussing ongoing problems at the building with my landlord, I was served notice of an additional increase, which has felt retaliatory;
- I don't believe that my landlord has fulfilled her obligations as a landlord, including an agreed upon plan following a security breach, and I have been very patient with substandard situations;
- My understanding is that this increase exceeds the number of rent increases typically allowed during a twelve month period, and the percentage exceeds typical "banked rent" adjustments, which she is now citing;
- I have been concerned about bringing anything of importance to the attention of my landlord due to fear of retaliation in the form of unreasonable rent increases that would force me to leave at the height of the rental market;
- I don't believe that this increase was reasonable, and I am concerned that my landlord's actions are unpredictable and retaliatory;
- This is causing me a great deal of stress and time from work to resolve, and this (in addition to the advice from a housing rights expert with the City of Oakland) is why I have contacted you for assistance and advice.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF MARIN

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of San Francisco, State of California. My business address is 1000 Fourth Street Street, Suite 425, San Rafael, CA 94901

On April 18, 2016, I served true copies of the following document(s) described as on the interested parties in this action as follows:

APPEAL FROM HEARING DECISION OF MARCH 16, 2016

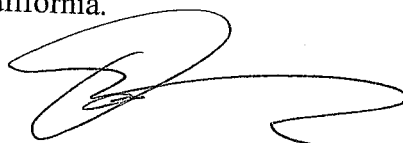
BY MAIL: I enclosed the document(s) in a sealed envelope or package addressed to the persons at the addresses listed below and placed the envelope in a sealed envelope with postage fully prepaid for collection and mailing, following our ordinary business practices. I am a resident or employed in the county where the mailing occurred. The envelope was placed in the mail at San Rafael, California.

Hsiao-Ching Chen
835 Rollin Street
South Pasadena, CA 91030

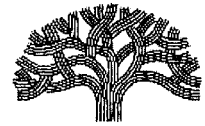
Shu Zu (Nicole) Lin
636 Fan Tail Way, No. 908
Redwood City, CA 94063

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

Executed on April 18 2016, at San Rafael, California.



David H. Bremer



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

CITY OF OAKLAND

Department of Housing and Community Development
Rent Adjustment Program

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

HEARING DECISION

CASE NUMBERS: T15-0269, Attarzadeh v. Lin
L15-0060, Lin v. Tenant

PROPERTY ADDRESS: 222 Broadway, Unit #1002, Oakland, CA 94607

DATE OF HEARING: February 16, 2016

DATE OF DECISION: March 16, 2016

APPEARANCES: Leila Attarzadeh, Tenant
David H. Bremer, Tenant's Attorney
ShuZu Lin, Owner
Hsiao-Ching Chen, Owner's Representative

SUMMARY OF DECISION

The Tenant Petition T15-0269 is denied. The subject unit #1002 is exempt from the Rent Adjustment Program.

The Owner Petition L15-0060 is granted. The subject unit #1002 is exempt from the Rent Adjustment Program as new construction.

CONTENTIONS OF THE PARTIES

On May 26, 2015, the tenant filed a Tenant Petition, alleging that (1) the proposed rent increase exceeds the CPI Adjustment and is unjustified or greater than 10%; (2) the owner did not provide a summary of the justification for the increase despite a written request; (3) no notice of the existence of the Rent Program was given with the notice of rent increase and at least six months before the effective date of the rent increase; (4) the contested rent increase is a second rent increase in a 12-month period; and (5) the housing services have decreased.

000019

The owner filed a timely response, alleging that the subject unit is exempt from the Rent Adjustment Program (RAP) as a newly constructed condominium with the Certificate of occupancy issued after January 1, 1983.

On October 8, 2015, the owner filed a Landlord Petition for Certificate of Exemption based on new construction. The tenant in the subject unit, Ms. Attarzadeh, was notified of the Landlord Petition and timely filed a Tenant Response.

Because both cases involve the same parties and the same subject property, they were consolidated into a single hearing.

ISSUES

- (1) Is the subject unit exempt from the jurisdiction of the Rent Adjustment Program?
- (2) If not exempt, is the rent increase a valid rent increase?
- (3) If not exempt, have the housing services been decreased and, if so, by what amount?

EVIDENCE

The owner testified that a prior tenant rented the subject unit from 2010 to about September or October of 2012, shortly before the current tenant moved into the unit. The prior tenant moved out voluntarily because he purchased a property. The current tenant moved into the property on October 25, 2012. It is not disputed that the subject property is a single condominium located on the 10th floor of the residential condominium complex.

The owner testified that she purchased one single condominium from the developer, and that there were no outstanding violations of building, housing, fire or safety codes prior to the current tenancy. This evidence was not disputed.

The following documents were admitted into evidence:

1. Certificate of Occupancy for 222 Broadway, 10th Story, issued on September 2, 2009, described as a residential condominium, final inspection approved on 12/19/2008- Exhibit A;
2. Grant Deed, showing Shuzu Lin as the owner of the condominium Unit 1002, with Assessor's Parcel No. 001-0250-002 – Exhibit B;
3. Alameda County Secured Property Tax Statement for 222 Broadway #1002, showing the owner's name, property address and corresponding assessor parcel number – Exhibit C.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Exemption

The Rent Ordinance exempts certain single family residences and condominiums pursuant to the Costa-Hawkins Act, California Civil Code §1954.52¹ and also certain dwelling units which were newly constructed and received a certificate of occupancy on or after January 1, 1983.²

The entire residential condominium complex 222 Broadway was constructed in 2008, and the certificate of occupancy was issued in 2009. The owner purchased a single unit in the complex, a condominium that can be sold separately.

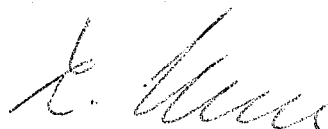
Because the owner has met the requirements of the Rent Ordinance and Costa-Hawkins Act, the subject unit #1002 is exempt from the Rent Ordinance. Therefore, it is not necessary to consider other issues in this case.

ORDER

1. The Owner Petition L15-0060 is granted. The subject unit #1002 is exempt from the City of Oakland Rent Adjustment Ordinance as new construction.
2. The Tenant Petition T15-0269 is denied.
3. A certificate of exemption for the subject building shall be issued upon expiration of the appeal period.

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: March 16, 2016



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

¹ O.M.C. §8.22.030(A)(7)

² O.M.C. Section 8.22.030 (A)(5)

PROOF OF SERVICE

Case Number T15-0269 and L15-0060

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

Owner

Nicole Lin
636 Fan Tail Way #908
Redwood City, CA 94063

Owner

Shu Zu Lin
636 Fan Tail Way #908
Redwood City, CA 94063

Owner Representative

Hsiao-Ching Chen
835 Rollin St.
South Pasadena, CA 91030

Tenant

Leila Attarzadeh
222 Broadway #1002
Oakland, CA 94607

Tenant Representative

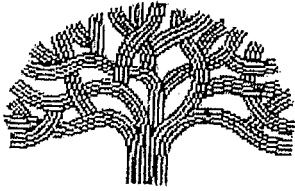
David H. Bremer
1000 4th St. #425
San Rafael, CA 94901

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **March 28, 2016** in Oakland, California.



Esther K. Rush
Oakland Rent Adjustment Program



**CITY OF OAKLAND
RENT ADJUSTMENT
PROGRAM**

P.O. Box 70243
250 Frank H. Ogawa Plaza, Suite 5313
Oakland, CA 94612
(510) 238-3721ti

for Date Stamp Only
2015 NOV 19 PM 2:20

CASE NUMBER L15-0060

Tenant 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.

Your Name LEILA ATTARZADEH	Complete Address (with Zip Code) 222 BROADWAY # 1002 OAKLAND, CA 94607	Telephone Day (510) 725-5733 Evening (510) 725-5733
Your Representative's Name DAVID H. BREMER	Complete Address (with Zip Code) MONTY, WHITE, LLP 1000 FOURTH STREET SAN RAFAEL, CA 94901	Telephone Day (415) 492-0342 Evening (415) 492-0342

Are you current on your rent? Yes No

Number of Units in this Building: 134

Rental History

Date you entered into the Rental Agreement for this unit: Nov. 1, 2012

Date you moved into this unit: Oct. 25, 2012

Is your rent subsidized or controlled by any government agency, including HUD (Section 8)?

Yes No

Initial Rent: \$ 2,150

Initial rent included (please check all that apply) () Gas

() Electricity (x) Water (x) Garbage (x) Parking (x) Storage () Cable TV () Other (please specify)

Did you receive the City of Oakland's NOTICE TO TENANTS at any time during your tenancy in this unit?

Yes No

Please list the date you first received the Notice to Tenants _____

List all increases your received. Begin with the most recent and work backwards. Attach most recent rent increase notice. If you need additional space please attach another sheet.

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?
		From	To	
11/4/14	3/1/15	\$ 2,200.00	\$ 2,400.00	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7/2/14	10/1/14	\$ 2,150.00	\$ 2,200.00	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No

Contested Justification(s) for Rent Increase

See attachments

Please attach a brief statement explaining why the landlord is not entitled to the proposed increase. The legal justifications are Banking, Capital Improvements, Increased Housing Service Costs, Debt Service, Uninsured Repair Costs, and Necessary to Meet Constitutional Fair Return requirements.

Banking	<i>No</i>	Debt Service	<i>No</i>
Capital Improvement	<i>No</i>	Uninsured Repair Costs	<i>No</i>
Increased Housing Service Costs	<i>No</i>	Constitutional Fair Return	<i>No</i>

For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations on the City of Oakland web site. 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.

The property owner has the burden of proving the contested rent increase is justified. If the landlord is claiming the unit is exempt from the Rent Adjustment Ordinance, do you contest the claim of exemption? Yes No

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.

Leila Attarzadeh
 Tenant's Signature

Nov. 18, 2015
 Date

 Tenant's Signature

 Date

¹ <http://www.oaklandnet.com/government/hcd/rentboard/ordinance.html>
¹ <http://www.oaklandnet.com/government/hcd/rentboard/rules.html>

Important Information

This form must be received at the following address within the time limits prescribed by Oakland Municipal Code, Chapter 8.22. City of Oakland, Housing Residential Rent Relocation Board, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. For more information, please call 510 238 3721. **You cannot get an extension of time to file your Response by telephone.**

File Review

You should have received with this letter a copy of the landlord petition.

Copies of attachments to the petition will not be sent to you. However, you may review these in the Rent Program office. Files are available for review by appointment.

For an appointment to review a file call (510) 238-3721.

MEDIATION PROGRAM

If you are interested in submitting your dispute to mediation, please read the following information carefully. Voluntary mediation of rent disputes is available to all parties involved in Rent Adjustment proceedings. Mediation is an entirely voluntary process to assist you in reaching an agreement with your tenant. Mediation will be scheduled only if both parties agree and after your response has been filed with the Rent Adjustment Program.

You may elect to use a Rent Adjustment Program staff Hearing Officer acting as mediator or an outside mediator. Staff Hearing Officers are available to conduct mediation free of charge. Any fees charged by an outside mediator for mediation of rent disputes will be the responsibility of the parties requesting the use of their services. If you are unable to resolve your dispute after a good faith attempt at mediation, you will be given a priority hearing presided over by a Hearing Officer who was not your

If you want to submit your case to mediation, please check the appropriate box and si

- I agree to have my case mediated by a Rent Adjustment Program Staff Hearing Officer (no charge).
- I agree to have my case mediated by an Outside Mediator (fees to be paid by the parties).

Tenant's Signature (for Mediation Request)

Date

Tenant's Signature (for Mediation Request)

Date



2015 NOV 19 PM 2:20

November 18, 2015

VIA PERSONAL DELIVERY

Linda M. Moroz
Hearing Officer, Rent Adjustment Program
250 Frank H. Ogawa Plaza, Suite 5313
Oakland, CA 94612

**RE: Case No. T15-0269 (Attarzadeh v. Lin)
Case No. L15-0060 (Lin v. Tenant)
Property Address: 222 Broadway #1002, Oakland, CA 94607**

Dear Ms. Moroz:

This is in response to the Landlord Petition for Certificate of Exemption filed by Ms. Lin on October 8, 2015, the Notice of Hearing on that Petition for February 16, 2016, as served on October 16, 2015, and your Order to Consolidate Cases regarding Ms. Attarzadeh's original Tenant Petition with the Landlord Petition for the scheduled hearing date of February 16, 2016.

Enclosed is the original Tenant Response as executed by Ms. Attarzadeh on November 18, 2015, together with attachments.

It should be noted that the documents filed by Ms. Lin prior to the hearing that was held on September 29, 2015, and the same documents attached by Ms. Lin to her Landlord Petition, fail to prove that Ms. Lin is the owner of the condominium unit in question. The Certificate of Occupancy for 222 Broadway provided by Ms. Lin simply reflects that it was issued on September 2, 2009, to the property owner Molasky Pacific. The Grant Deed provided by Ms. Lin is simply a correction of name deed that reflects that "Shuzu Lin, an unmarried woman who acquired title as Shu Zu Lin, an unmarried woman" made a conveyance to "Shuzu Lin, an unmarried woman." This deed is dated August 15, 2012, and it does not reflect the manner in which the condominium unit in question was acquired by or is owned by Ms. Lin.

Although Ms. Lin claims that she owns the condominium unit in question, and of course she has leased the unit to Ms. Attarzadeh, there remains no proof as to how and when Ms. Lin purportedly acquired the unit in question.

Furthermore, Ms. Lin has a duty to mitigate her damages under California law. As she admitted before you at the hearing of September 29, 2015, she refuses to cash the rent checks proffered to her by Ms. Attarzadeh. Accordingly, Ms. Lin cannot be heard to complain that she has suffered damages in any way associated with the tendering of rent monies by Ms. Attarzadeh, who has acted in good faith throughout this proceeding.

000026

Linda M. Moroz
November 18, 2015

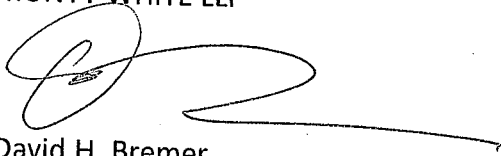
Page 2

Ms. Attarzadeh reserves the right to offer further written and oral testimony at the consolidated hearing of these matters on February 16, 2016.

As a matter of courtesy, I have forwarded copies of Ms. Attarzadeh's Tenant Response with attachments, together with this letter, to Ms. Lin and her representative Hsiao-Ching Chen.

Very truly yours,

MONTY WHITE LLP

A handwritten signature in black ink, appearing to be 'D. Bremer', with a long horizontal flourish extending to the right.

David H. Bremer

Enclosures

cc: Shu Zu Lin
Hsiao-Ching Chen
Leila Attarzadeh

000027

40 00-0 MS/LM

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

For date stamp.

RECEIVED

OCT - 8 2015

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 <i>Shu Zu Lin</i>		Complete Address (with zip code) <i>636 Fan Tail way # 908 Redwood city, CA 94063</i>	Telephone Day: <i>510-813 1296</i>
Your Representative's Name <i>Hsiao-Ching Chen</i>		Complete Address (with zip code) <i>835 Rollin Street South Pasadena CA 91030</i>	Telephone Day: <i>213-5093044</i>
Property Address <i>222 Broadway #1002, Oakland CA 94607</i>			Total number of units in bldg or parcel. <i>1</i>
Type of units (circle one)	Single Family Residence (SFR)	<u>Condominium</u>	Apartment or Room
If an SFR or condominium, can the unit be sold and deeded separately from all other units on the property?		<u>Yes</u>	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. *Leila Attarzadeh*

222 Broadway #1002, Oakland CA 94607

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 checked="" type="checkbox"/>	New Construction
<input 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

9/30/2015

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.



CITY OF OAKLAND – COMMUNITY AND ECONOMIC DEVELOPMENT AGENCY

Inspection services – 250 Frank H. Ogawa Plaza, Suite 2340, Oakland, California 94612 (510) 238-3102

CERTIFICATE OF OCCUPANCY

NO. 09-0178

Jobsite Address 222 Broadway Property Owner Molasky Pacific
Permits B0600078 E0604195 Permittee Same As Owner
P0603852 M0701937 Parcel Number 001-0141-011-00
Final Inspection Approved 12/19/2008 Occupancy R1, M, S-3 Stories 16
Use of Premises Residential Condominium, Parking Construction I FR Sprinkler Yes
Garage, Retail Space OBC Edition 2002 Ordinance 12452 CMS
Subdivision PM8713 Planning Permits 0023/ER050013 Zone C-45, S-4
No. of Units Condo 134 Rental* Bldg Code Variances Yes

Table with 3 columns: STORY, ROOM DESCRIPTION, HABITABLE ROOMS. Rows include Basement, 10th Story (Two Units each with Diningroom/Livingroom/Kitchen combination, Two Bedrooms, 2 & 1/2 Bathrooms, Laundry Closet, Exterior Deck.), 11th Story (Elevator Lobby, Telecom/Electrical Room, Trash Room, Two Stair Enclosures (each with Vestibule). Five Units each with Diningroom/Livingroom/Kitchen combination, Bedroom, Bathroom, Laundry Closet, Exterior Deck.).

THIS BUILDING HAS BEEN INSPECTED FOR COMPLIANCE WITH THE REQUIREMENTS OF THE REFERENCED CODES AND ORDINANCES FOR THE OCCUPANCIES AND THE USES DESCRIBED ABOVE, AND OCCUPANCY OF THE PREMISES ONLY FOR SAID PURPOSES IS HEREBY AUTHORIZED.

THIS CERTIFICATE SHALL NOT BE CONSTRUED AS AUTHORITY TO VIOLATE, CANCEL, ALTER, OR SET ASIDE ANY OF THE PROVISIONS OR REQUIREMENTS OF ANY LAWS OR CITY OF OAKLAND ORDINANCES NOR SHALL SUCH ISSUANCE THEREAFTER PREVENT REQUIRING CORRECTIONS OF ERRORS OR OF VIOLATIONS OF SAID REGULATIONS. THIS CERTIFICATE IS NOT A LICENSE.

By: INSPECTIONS MANAGER

Date Issued: September 2, 2009

BUILDING OFFICIAL

Copies: Owner Assessor Microfilm *Business License

RECORDING REQUESTED BY:

Chicago Title Company
Escrow No.: 12-58122185-RW
Locate No.: CACT17701-7701-5581-0058122185
Title No.: 12-58122185-JK



2012269976 08/17/2012 08:30 AM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 21.00



3 PGS

When Recorded Mail Document and Tax Statement To:

Shuzu Lin
32723 Folklore Loop
Union City, CA 94587

3
pda

APN: 001-0251-002

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s)

Documentary transfer tax is \$ 0.00 City Transfer Tax is \$ 0.00

- [] computed on full value of property conveyed, or
- [] computed on full value less value of liens or encumbrances remaining at time of sale,
- [] Unincorporated Area City of **Oakland,**

"This conveyance changes the manner in which title is held, grantor(s) and grantee(s) remain the same and continue to hold the same proportionate interest, R & T 11925." 11911 - Correction of name

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Shuzu Lin, an unmarried woman who acquired tilte as Shu Zu Lin, an unmarried woman

hereby GRANT(S) to Shuzu Lin, an unmarried woman

the following described real property in the City of **Oakland**, County of **Alameda**, State of **California**:

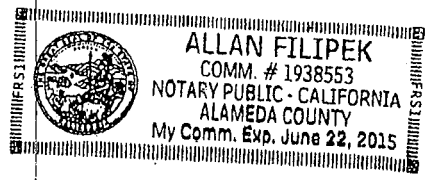
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DATED: August 15, 2012

State of California
County of Alameda

Shuzu Lin

On August 16 2012 before me,
Allan Filipek, Notary Public
(here insert name and title of the officer), personally appeared
Shuzu Lin,



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

FD-213 (Rev 12/07)
grantfil (10-03) (Rev. 07-11)

GRANT DEED

58122185 / Fre / Wal / RW

000031

Escrow No.: 12-58122185-RW
Locate No.: CACTI7701-7701-5581-0058122185
Title No.: 12-58122185-JK

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

Unit 1002 (the "Unit") as shown and described in the Condominium Plan for The Ellington (Residential), (together with any amendments thereto, collectively, the {"Plan "}), for a portion of Parcel 1 of Parcel No. 8713 (the "Property"), as shown on the Parcel Map ("Map") filed in Book 292, at Pages 12 to 13 inclusive, of Parcel Maps, in the Office of the Alameda County Recorder, which Plan was recorded on May 8, 2009, as Instrument No. 2009-146373 in Official Records of Alameda County, California ("Official Records").

EXCEPTING THEREFROM, for the benefit of Grantor, its successors in interest and assigns together with the right to grant and transfer all or a portion of the same, to the extent not previously reserved of record:

A. All oil rights, mineral rights, natural gas rights and rights to all other hydrocarbons by whatsoever name known, to all geothermal heat and to all products derived from any of the foregoing (collectively, "Subsurface Resources"); and

B. The perpetual right to drill, mine, explore and operate for and to produce, store and remove any of the Subsurface Resources on or from the Property, including the right to whipstock or directionally drill and mine from lands other than the Property, wells, tunnels and shafts into, through or across the subsurface of the Property, and to bottom such whipstocked or directionally drilled wells, tunnels and shafts within or beyond the exterior limits of the Property, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines, but without the right to drill, mine, explore, operate, produce, store or remove any of the Subsurface Resources through or in the surface or the upper five hundred feet (500") of the subsurface of the Property; and

C. Any and all water and water rights, if any, including within and underlying the Property.

RESERVING THEREFROM, for the benefit of Grantor, its successors in interest, assigns and others, easements for access, ingress, egress, encroachment, support, maintenance, drainage, repair, and for other purposes, all as may be shown on the Plan and the Map, and as described in the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for The Ellington (with any amendments, the "Declaration"), recorded on May 22, 2009, as Instrument No. 2009-163061 in the Official Records. Capitalized terms not defined herein shall have the meanings set forth in the Declaration.

ALSO RESERVING THEREFROM, for the benefit of Grantor, its successors in interest, and assigns the right to enter the Unit (1) to complete and repair any improvements or landscaping located thereon as determined necessary by Grantor, in its sole discretion, (2) to comply with requirements for the grading or construction of the Property, or (3) to comply with requirements of applicable governmental agencies. Grantor shall provide reasonable notice to Grantee before such entry. If Grantee does not comply with Grantor's rights hereunder, Grantor may enforce its rights in a court of law, Grantee shall be responsible for all damages arising out of such failure to comply, including attorneys' fees and court costs. The term of this reservation of right of entry shall automatically expire on the date that is twelve (12) years from the last Close of Escrow for the sale of a Unit in the Community.

PARCEL NO. 2:

An undivided 1/134 fee simple interest as a tenant in common in and to the Common Area described in the Plan.

PARCEL NO. 3:

000032

Exclusive easements appurtenant to Parcel No. 1 and 2 described above, for storage purposes over Storage Space number(s) 114, as described in the Declaration and shown on the Plan.

PARCEL NO. 4:

Exclusive easements appurtenant to Parcel No. 1 and 2 described above, for parking purposes over Pre-Assigned Parking Space number(s) 164, as described in the Declaration and shown on the Plan.

PARCEL NO. 5:

Nonexclusive easements for access, drainage, encroachment, maintenance, repair, and for other purposes, all as may be shown on the Plan and the Map, and as described in the Declaration.

PARCEL NO. 6:

An exclusive easement over the Exclusive Use Areas for balcony, deck and terrace purposes, as applicable, as approximately shown and assigned in the Plan and the Declaration, as applicable, and identified as appurtenant to the Unit.

APN: 001-0251-002

2014-2015

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

**ALAMEDA COUNTY
SECURED PROPERTY TAX STATEMENT**

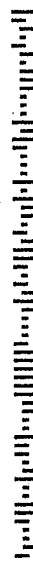
Donald R. White, Treasurer and Tax Collector
1221 Oak Street
Oakland, California 94612-4285

Parcel Number	Tracer Number	Tax Rate Area	Special Handling
1-251-2	01213100	17-022	

Location of Property
222 BROADWAY 1002, OAKLAND
Assessed to on January 1, 2014
LIN SHUZU

LIN SHUZU
636 FAN TAIL WAY # 908
REDWOOD CITY CA 94063-5608

*paid in full
2014*



Taxing Agency	Tax Rate	Tax Amount
COUNTYWIDE TAX	1.0000%	4,106.61
VOTER APPROVED DEBT SERVICE		
CITY OF OAKLAND 1	.2042%	838.57
SCHOOL UNIFIED	.1745%	716.60
SCHOOL COMM COLL	.0412%	169.19
BAY AREA RAPID TRANSIT	.0045%	18.48
EAST BAY REGIONAL PARK	.0085%	34.91
EBMUD SPEC DIST 1	.0047%	19.30
TOTAL	1.4376%	5,903.66

Fixed Charges and/or Special Assessments		Phone	Amount
MOSQUITO ABATEMENT	(800) 273-5167	1.74	
CSA PARAMEDIC	(800) 441-8280	29.04	
CSA VECTOR CONTROL	(800) 273-5167	7.20	
CITY EMERG MEDICAL	(510) 238-3704	13.26	
CITY PARAMEDIC SRV	(510) 238-3704	10.56	
SCHOOL MEASURE G	(510) 879-8884	195.00	
PERALTA CCD MEAS B	(800) 792-8021	48.00	
VIOLENCE PREV TAX	(510) 238-3704	99.76	
JACK LONDON BID	(510) 238-3201	172.60	
FLOOD BENEFIT 12	(510) 670-5762	5.50	
ALCOWSTAUT	(877) 786-7927	9.54	
CSA VECTOR CNTRL B	(800) 273-5167	2.48	
MOSQUITO ASSESS 2	(800) 273-5167	1.50	
AC TRANSIT MEAS W	(877) 299-1190	96.00	
CITY LIBRARY SERV	(510) 238-3704	93.54	
EBMUD WETWEATHER	(510) 287-1852	89.34	
EAST BAY TRAIL LLD	(800) 676-7516	5.44	
EBRP PARK SAFETY/M	(800) 676-7516	12.00	
CITY LANDSCP/LIGHT	(510) 238-3704	76.98	
Total Fixed Charges and/or Special Assessments			969.48

Tax Computation Worksheet		= Tax Amount	
Description	Full Valuation	x Tax Rate	
LAND IMPROVEMENTS	123,198		
FIXTURES	287,463		
TOTAL REAL PROPERTY	410,661		
GROSS ASSESSMENT & TAX	410,661	1.4376%	5,903.66
HOMEOWNERS EXEMPTION			
OTHER EXEMPTION			
NET ASSESSMENT AND TAX	410,661	1.4376%	5,903.66
Total			5,903.66

First Installment	Second Installment	Total Amount Due
\$3,436.57	\$3,436.57	\$6,873.14

CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
 P.O. Box 70243
 250 Frank H. Ogawa Plaza, Suite 5313
 Oakland, CA 94612
 (510) 238-3721

For filing stamp: RENT ADJUSTMENT PROGRAM

2015 JUN -5 PM 12:21

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 T15-0269

OWNER RESPONSE

Please print legibly.

Your Name <i>Shuzu Lin</i>	Complete Address (with zip code) <i>636 Fan Tail way # 908 Redwood city CA 94063</i>	Phone: <i>510-813-1296</i> Email: <i>nicolelin@hotmail.com</i>
Your Representative's Name (if any)	Complete Address (with zip code)	Phone: _____ Fax: _____ Email: _____
Tenant(s) name(s) <i>Leila Attarzadeh</i>	Complete Address (with zip code) <i>222 Broadway #1002 Oakland CA 94607</i>	

Have you paid for your Oakland Business License? Yes No Number 28022247
 (Provide proof of payment.)

Have you paid the Rent Adjustment Program Service Fee? (\$30 per unit) Yes No
 (Provide proof of payment.)

There are one residential units in the subject building. I acquired the building on 10/29/2009

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

I. RENTAL HISTORY

The tenant moved into the rental unit on 10/25/2012.

The tenant's initial rent including all services provided was \$ 2150 / 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? _____

Is the tenant current on the rent? Yes No (60-day vacate due 5/31/2015)

✓ If you believe your unit is exempt from Rent Adjustment you may skip to **Section IV. EXEMPTION**. - Yes, exempted.
 - waiting for tenant to move out - not accepting rent beyond 5/31/2015. - Holdover tenant

If a contested increase was based on **Capital Improvements**, did you provide an **Enhanced Notice to Tenants for Capital Improvements** to the petitioning tenant(s)? Yes _____ No _____. If yes, on what date was the Enhanced Notice given? _____. Did you submit a copy of the Enhanced Notice to the RAP office within 10 days of serving the tenant? Yes _____ No _____. Not applicable: there was no capital improvements increase. X

Begin with the most recent rent increase and work backwards. Attach another sheet if needed.

Date Notice Given (mo/day/year)	Date Increase Effective (mo/day/year)	Amount Rent Increased		Did you provide NOTICE TO TENANTS with the notice of rent increase? <input type="checkbox"/> Yes <input type="checkbox"/> No
		From	To	
11/04/2014	03/01/2015	\$ 2200	\$ 2400	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
07/02/2014	10/01/2014	\$ 2150	\$ 2200	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No

II. JUSTIFICATION FOR RENT INCREASE

You must prove that each contested rent increase greater than the Annual CPI Adjustment is justified and was correctly served. Use the following table and check the applicable justification(s) box for each increase contested by the tenant(s) petition. For a summary of these justifications, please refer to the "Justifications for Increases Greater than the Annual CPI Rate" section in the attached Owner's Guide to Rent Adjustment.

<u>Date of Increase</u>	Banking (deferred annual increases)	Increased Housing Service Costs	Capital Improvements	Uninsured Repair Costs	Fair Return	Debt Service (if purchased before 4/1/14)
03/01/2015	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10/01/2014	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

For each justification checked, you must submit organized documents demonstrating your entitlement to the increase. Please see the "Justifications" section in the attached Owner's Guide for details on the type of documentation required. In the case of Capital Improvement increases, you must include a copy of the "Enhanced Notice to Tenants for Capital Improvements" that was given to tenants. Your supporting documents do not need to be attached here, but are due in the RAP office no later than seven (7) days before the first scheduled Hearing date.

III. 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 on a separate sheet. Submit any documents, photographs or other tangible evidence that supports your position.

IV. 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** for 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.

V. IMPORTANT INFORMATION

Time to File. This form **must be received** by the Rent Adjustment Program, P.O. Box 70243, Oakland, CA 94612-0243, within 35 days of the date that a copy of the Tenant Petition was mailed to you. (The date of mailing is shown on the Proof of Service attached to the Tenant Petition and other response documents mailed to you.) A postmark does not suffice. If the RAP office is closed on the last day to file, the time to file is extended to the next day the office is open. If you wish to deliver your completed Owner Response to the Rent Adjustment Program office in person, go to the City of Oakland Housing Assistance Center, 250 Frank H. Ogawa Plaza, 6th Floor, Oakland, where you can date-stamp and drop your Response in the Rent Adjustment drop box. The Housing Assistance Center is open Monday through Friday, except holidays, from 9:00 a.m. to 5:00 p.m. **You cannot get an extension of time to file your Response by telephone.**

NOTE: If you do not file a timely Response, you will not be able to produce evidence at the Hearing, unless you can show good cause for the late filing.

File Review. You should have received a copy of the petition (and claim of decreased services) filed by your tenant with this packet. Other documents provided by the tenant will not be mailed to you. You may review additional documents in the RAP office by appointment. For an appointment to review a file or to request a copy of documents in the file call (510) 238-3721.

VI. VERIFICATION

Owner must sign here:

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.



6/4/2015

Owner's Signature

Date

VII. MEDIATION AVAILABLE

Your tenant may have signed the mediation section in the Tenant Petition to request mediation of the disputed issues. Mediation is an entirely voluntary process to assist the parties to reach an agreement on the disputed issues in lieu of a Rent Adjustment hearing.

If the parties reach an agreement during the mediation, a written Agreement will be prepared immediately by the mediator and signed by the parties at that time. If the parties fail to settle the dispute, the case will go to a formal Rent Adjustment Program Hearing, usually the same day. A Rent Adjustment Program staff Hearing Officer serves as mediator unless the parties choose to have the mediation conducted by an outside mediator. If you and the tenant(s) agree to use an outside mediator, please notify the RAP office at (510) 238-3721. Any fees charged by an outside mediator for mediation of rent disputes will be the responsibility of the parties requesting the use of their services. (There is no charge for a RAP Hearing Officer to mediate a RAP case.)

Mediation will be scheduled only if both parties request it – after both the Tenant Petition and the Owner Response have been filed with the Rent Adjustment Program. **The Rent Adjustment Program will not schedule a mediation session if the owner does not file a response to the petition.** (Rent Board Regulation 8.22.100.A.)

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

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

Owner's Signature

Date

Case Number: T15-0269
 Property Owner: Shuzu (Nicole) Lin
 Rental Property Address: 222 Broad Way #1002, Oakland CA 94607 (Ellington Building)
 Re: Tenant/Petitioner, Leila Attarzadeh

Exemption

This property is constructed after 1983 and thus exempted from Oakland Rent Adjustment and Just Cause for Eviction Ordinances. Attachment I is a copy of the Certificate of Occupancy for the property "Ellington Building."

Rent increase

Ms. Attarzadeh's lease agreement became month-to-month on November 1, 2013 upon the expiration of the original lease agreement for the 11/1/2012-10/31/2013 period. California law requires a 30-day notice for rent increase less than 10% and a 60-day notice if more than 10%. (Same information is included in Ms. Attarzadeh's petition.)

Notice Date	Effective Date	Rent Increase
11/04/2014	03/01/2015	From \$2,200 to \$2,400 (less than 10%)
07/02/2014	10/01/2014	From \$2,150 to \$2,200 (less than 10%)
(original lease)	11/01/2012	\$2,150

Below is a schedule outlining the amount in dispute for your reference:

Months Covered in Petition	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Total
Rent Amount	2,150	2,150	2,150	2,200	2,200	2,200	2,200	2,200	2,400	2,400	2,400	24,650
Tenant Paid	2,150	2,150	2,150	2,200	2,200	2,200	2,200	2,200	2,350	2,200	2,200	24,200
Amount in Dispute												\$450

Tenancy Termination

Although it may not be directly under the authority of the Rent Adjustment Board, I would like to touch upon the tenancy termination. Because Ellington is exempted from the City's Just Cause Eviction Ordinance, California law requires landlord to give a 60-day Notice to terminate a month-to-month tenancy if the tenant has resided on site for more than one year. Notice (Attachment II) was given to Ms. Attarzadeh via certified mail on March 24, 2015 to end the month-to-month tenancy on May 31, 2015. To this date, Ms. Attarzadeh remains possession of my property.

T15-0269 ms/BKB/LM

<p>CITY OF OAKLAND RENT ADJUSTMENT PROGRAM Mail To: P. O. Box 70243 Oakland, California 94612-0243 (510) 238-3721</p>	<p>For date stamp. 2015 MAY 26 AM 11:34</p>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------

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

TENANT PETITION

Please print legibly

Your Name LEILA ATTARZADEH	Rental Address (with zip code) 222 BROADWAY #1002 OAKLAND, CA 94607	Telephone 510.725.5733
Your Representative's Name DAVID H. BREMER	Mailing Address (with zip code) 1000 FOURTH STREET SUITE 425 SAN RAFAEL, CA 94901	Telephone 415.453.1010
Property Owner(s) name(s) NICOLE LIN	Mailing Address (with zip code) 636 FAN TAIL WAY UNIT 908 REDWOOD CITY, CA 94063	Telephone 510.813.1296

Number of units on the property: 134; OWNER OWNS 1

Type of unit you rent (circle one)	House	Condominium	Apartment, Room, or Live-Work
Are you current on your rent? (circle one)	Yes	No	Legally Withholding Rent. You must attach an explanation and citation of code violation.

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

<input checked="" type="checkbox"/>	(a) The increase(s) exceed(s) the CPI Adjustment and is (are) unjustified or is (are) greater than 10%.
<input checked="" type="checkbox"/>	(b) The owner did not give me a summary of the justification(s) for the increase despite my written request.
<input type="checkbox"/>	(c) The rent was raised <u>illegally</u> after the unit was vacated (Costa-Hawkins violation).
<input checked="" type="checkbox"/>	(d) No written notice of Rent Program was given to me together with the notice of increase(s) I am contesting. (Only for increases noticed after July 26, 2000.)
<input checked="" type="checkbox"/>	(e) A City of Oakland form notice of the existence of the Rent Program was not given to me at least six months before the effective date of the rent increase(s) I am contesting.
<input checked="" type="checkbox"/>	(f) The housing services I am being provided have decreased. (Complete Section III on following page)
<input type="checkbox"/>	(g) At present, there exists a health, safety, fire, or building code violation in the unit. <u>If the owner has been cited in an inspection report, please attach a copy of the citation or report.</u>
<input checked="" type="checkbox"/>	(h) The contested increase is the second rent increase in a 12-month period.
<input type="checkbox"/>	(i) The notice of rent increase based upon capital improvement costs does not contain the "enhanced notice" requirements of the Rent Adjustment Ordinance or the notice was not filed with the Rent Adjustment Program (effective August 1, 2014).
<input type="checkbox"/>	(j) My rent has not been reduced after the expiration period of the rent increase based on capital improvements.
<input type="checkbox"/>	(k) The proposed rent increase would exceed an overall increase of 30% in 5 years. (The 5-year period begins with rent increases noticed on or after August 1, 2014).

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

Date you moved into the Unit: 10/25/12 Initial Rent: \$ 2,150 /month
Lease began 11/1/12

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

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

List all rent increases that you want to challenge. Begin with the most recent and work backwards. If you need additional space, please attach another sheet. You must check "Yes" next to each increase that you are challenging.

Date Notice Served (mo/day/year)	Date Increase Effective (mo/day/year)	Amount Rent Increased		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
11/4/14	3/1/15	\$ 2200	\$ 2400	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7/2/14	10/1/14	\$ 2150	\$ 2200	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

* You have 60 days from the date of notice of increase or from the first date you received written notice of the existence of the Rent Adjustment program (whichever is later) to contest a rent increase. (O.M.C. 8.22.090 A 2) If you never got the RAP Notice you can contest all past increases.

List case number(s) of all Petition(s) you have ever filed for this rental unit: N/A

III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:

Decreased or inadequate housing services are considered an increase in rent. If you claim an unlawful rent increase for service problems, you must complete this section.

SEE ATTACHED

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

If you answered "Yes" to any of the above, please attach a separate sheet listing a description of the reduced service(s) and problem(s). Be sure to include at least the following: 1) a list of the lost housing service(s) or serious problem(s); 2) the date the loss(es) began or the date you began paying for the service(s); and 3) how you calculate the dollar value of lost problem(s) or service(s). Please attach documentary evidence if available.

To have a unit inspected and code violations cited, contact the City of Oakland, Code Compliance Unit, 250 Frank H. Ogawa Plaza, 2nd Floor, Oakland, CA 94612. Phone: (510) 238-3381

IV. VERIFICATION: The tenant must sign:

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

Leila Attarzadeh
Tenant's Signature

22 May 2015
Date

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

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

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

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

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

Tenant's Signature

Date

VI. IMPORTANT INFORMATION:

Time to File This form must be **received** at the offices of the City of Oakland, Rent Adjustment Program, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612 within the time limit for filing a petition set out in the Rent Adjustment Ordinance, Oakland Municipal Code, Chapter 8.22. Board Staff cannot grant an extension of time to file your petition by phone. For more information, please call: (510) 238-3721.

File Review

The owner is required to file a Response to this petition within 35 days of notification by the Rent Adjustment Program. You will be mailed a copy of the Landlord's Response form. Copies of **documents attached** to the Response form will not be sent to you. However, you may review these in the Rent Program office by appointment. For an appointment to review a file call (510) 238-3721; please allow six weeks from the date of filing before scheduling a file review.

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

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

2015 MAY 26 AM 11:49

III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES

Tenant Petition: Leila Attarzadeh

Outline of decreased services and retaliatory rent increase following notification of change in conditions in the form of security of unit, safety, and right to quiet enjoyment:

- Problems with excessive off-hours noise (impact tools, drills, etc.) began a few months into my lease, in early 2013, which I brought to the attention of on-site management, as well as to the owner of the unit; these issues continue;
- Some attempts to investigate this were made, however these issues were never completely resolved (I was asked to record, document, etc., which I presented to the owner);
- The owner had originally encouraged me to keep a key in the building's secure lockbox (in the event of a lock-out, etc.);
- In March 2013 the lock box key was mysteriously removed (no work order, no emergency, no notification of scheduled work);
- I contacted on-site management and was first told it was a mistake, that no one accessed the unit, then I returned home to obvious evidence someone had been inside, I called again, eventually I was told that yes, someone had gone in;
- I made numerous requests for evidence of the time stamp of the key being returned (there is an online system to track when the lockbox has been accessed, and residents can view their log);
- No one could produce a work order, evidence of reason for access, or proof of how long the key had been checked out. In other words, the key could have changed hands, etc., traveled outside of the building, etc., and there was no record of this;
- A security guard at the building told me that my tenant record had been erased;
- One staff member acknowledged a "security breach";
- I spoke with the manager of the building, the owner, and members of the HOA's board of directors;
- The landlord wrote to management and told me to "remove the spare key from the lockbox";
- This issue (and subsequent safety concerns) and the noise issue were never completely answered/resolved;
- In 2014, in the midst of continued noise, unresolved access issues, etc., I began receiving numerous requests to access the unit to make a mystery inspection to vents/ducts;
- For each of these I took time off of work, submitted required photographs, etc., since I could no longer leave a key onsite;
- After being told following the Spring 2014 security breach to "just reclaim the lockbox key (and not be forced to "just leave a key at the desk)," a crew, supervised by building management forcibly and illegally entered the unit with a locksmith for no necessary reason, while I was at work, and without making arrangements with me.
- Inspections continued through November 2014, and included "inspections" for repairs that never took place, including, but not limited to "sprinklers," "sprinkler systems," and "vents";
- The night before another vent inspection was to take place, I received an e-mail that it had been canceled (I had requested time off from work);
- In October I requested a face-to-face meeting with my landlord, so that we could diplomatically discuss the issues that were not being addressed, and for which I was not being taken seriously by the building;

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- My landlord stated on 10/19/14 that she would request sufficient advance notice for necessary entry into the unit, and also stated that the \$50 rent increase would be all that would change for the next twelve months, and that there would be no lease to sign, that I "could count on this";
- The purpose of this meeting was to outline a plan to resolve the continuing problems at the building so that I could live here peacefully;
- My landlord repeatedly stated that she "didn't think she should have to deal with this," that she didn't appreciate having to spend her time resolving this with me, etc.;
- I was very cautious, because my sense was that her frustration was misguided; however, after talking to multiple owners in the building, it was becoming imperative that she advocate on behalf of me -- her tenant -- which she had not been consistently and actively doing (she relied on me to just resolve these issues myself, but I was not taken seriously by the staff or management of the building);
- On 11/4/14 I received another notification of an additional rent increase, to go into effect on 3/1/15 (\$2,400);
- Two requests for additional access to the unit in February 2015 were then made, one without the agreed-upon amount of notification;
- I have accommodated many access requests for which I am not comfortable allowing a key to be left (due to an unresolved security breach described above), thereby requiring my taking time off from work;
- I received a rent increase in October 2014, and then within weeks of discussing ongoing problems at the building with my landlord, I was served notice of an additional increase, which is retaliatory;
- I do not believe that my landlord has fulfilled her obligations as a landlord, including an agreed upon plan following a security breach, and I have been very patient with substandard situations due to fear of additional retaliation in the form of unreasonable rent increases, forcing me to leave my apartment and creating additional hardship.

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CHRONOLOGICAL CASE REPORT

Case No.: T16-0015
Case Name: Rosenblum v. Cherry
Property Address: 365 Hanover Avenue, #304, Oakland, CA
Parties: Carl Rosenblum (Tenant)
Frank Cherry (Property Owner)

TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	January 11, 2016
Owner Response filed	January 25, 2016
Administrative Decision issued	May 18, 2016
Tenant Appeal filed	June 1, 2016

REGISTRATION
2016 JUN -1 PM 3:06

City of Oakland Residential Rent Adjustment Program 250 Frank Ogawa Plaza, Suite 5313 Oakland, California 94612 (510) 238-3721		APPEAL	
Appellant's Name CARL ROSENBLUM		Landlord <input type="checkbox"/> Tenant <input checked="" type="checkbox"/>	
Property Address (Include Unit Number) 365 HANOVER AVE 304			
Appellant's Mailing Address (For receipt of notices) OAKLAND CA 94606		Case Number T16-0015	
		Date of Decision appealed MAY 18, 2016	
Name of Representative (if any)		Representative's Mailing Address (For notices)	

appeal the decision issued in the case and on the date written above on the following grounds:
(Check the applicable ground(s). Additional explanation is required (see below). Please attach additional pages to this form.)

1. **The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations or prior decisions of the Board.** *You must identify the Ordinance section, regulation or prior Board decision(s) and specify the inconsistency.*
2. **The decision is inconsistent with decisions issued by other hearing officers.** *You must identify the prior inconsistent decision and explain how the decision is inconsistent.*
3. **The decision raises a new policy issue that has not been decided by the Board.** *You must provide a detailed statement of the issue and why the issue should be decided in your favor.*
4. **The decision is not supported by substantial evidence.** *You must explain why the decision is not supported by substantial evidence found in the case record. The entire case record is available to the Board, but sections of audio recordings must be pre-designated to Rent Adjustment Staff.*
5. **I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim.** *You must explain how you were denied a sufficient opportunity 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.*
6. **The decision denies me a fair return on my investment.** *You must specifically state why you have been denied a fair return and attach the calculations supporting your claim.*

IT IS MY ALLEGATION THAT FRANK
CHERRY LANDLORD HAS MADE CONSISTENT
MISTAKES IN CALCULATING PAST CPI
INCREASES. LANDLORD HAS MADE MISTAKES
IN THE PAST AND HAVE GONE BACK TOO
FAR IN YEARS FOR INCREASE AND PROBABLY
RECALCULATED SAME ON THE NEXT INCREASE
LANDLORD HAS ROUNDED OUT THESE
INCREASES TO THE HIGHER DOLLAR AMOUNT.

WOULD LIKE TO HAVE YOUR AGENCY
REVIEW SAID CPI FROM PAST AND SEE
IF THEY WERE DONE CORRECTLY.

Paul Roubin

June 1, 2016

2016 JUN -1 PM 3:07

000047

PROOF OF SERVICE

Case Number T16-0015

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.

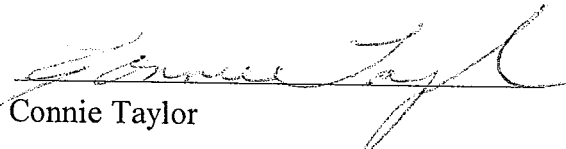
Today, I served the attached Appeal by placing a true copy of it in a sealed envelope in a City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California, addressed to:

Owner

Frank Cherry
365 Hanover Ave #102
Oakland, CA 94606

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on January 12, 2017 in Oakland, CA.


Connie Taylor
Oakland Rent Adjustment Program

000048



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

ADMINISTRATIVE DECISION

CASE NUMBER: T16-0015, Rosenblum v. Cherry
PROPERTY ADDRESS: 365 Hanover Ave., #304, Oakland, CA 94606
PARTIES: Carl Rosenblum, Tenant
Frank Cherry, Owner

INTRODUCTION AND EVIDENCE

The tenant filed a Tenant Petition on January 11, 2016, alleging (1) an unjustified rent increase greater than 10%; and (2) no notice of the Rent Adjustment Program (RAP). The tenant listed prior rent increases he was contesting from 2008, 2011, 2013, and 2015. The most recent rent increase was served on November 27, 2015, and proposed to increase the monthly rent by \$16.00, from \$888.00 to \$904.00, effective February 1, 2016.

On his petition, the tenant marked "yes" indicating that he received a RAP Notice with each rent increase listed on his petition. The tenant also stated on his petition that he received the first RAP Notice in November of 2013. The tenant made these statements on the Tenant Petition under penalty of perjury.

On May 16, 2016, the owner notified the Rent Adjustment Program office that the most recent rent increase was rescinded, and a refund of \$64.00 (\$16.00 x 4) was issued to the tenant who paid the increased rent for four (4) months (February through May of 2016).

REASON FOR ADMINISTRATIVE DECISION

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

000049

Timeliness of filing of Tenant Petition to Contest Prior Rent Increases

For a petition contesting a rent increase, the petition must be filed within sixty (60) days after the date the owner serves the rent increase notice or the date the tenant first receives written notice of the RAP notice, whichever is later.¹

According to the tenant, he received the RAP notice with every single rent increase listed on his petition. Therefore, the prior rent increase notices dated in 2008, 2011 and 2013 are denied as untimely.

Dismissal

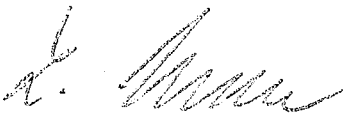
The only issue to be decided at the hearing is the most recent rent increase. It is undisputed that this rent increase was rescinded and the tenant was given a refund for rent overpayments. There are no other outstanding issues to be decided. Therefore, the tenant petition is dismissed.

ORDER

1. The rent increases for 2008, 2011 and 2013 are denied.
2. The rent increase effective 2/1/2016 was rescinded and tenant was refunded.
3. The hearing scheduled for May 26, 2016, is cancelled.

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: May 18, 2016



Linda M. Moroz
Hearing Officer
Rent Adjustment Program

¹ O.M.C. §8.22.090A(2)

000050

PROOF OF SERVICE

Case Number T16-0015

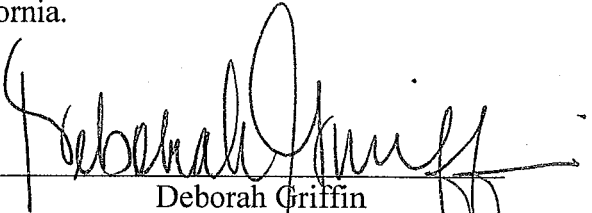
I am a resident of the State of California at least eighteen years of age. I am not a party to the Residential Rent Adjustment Program case listed above. I am employed in Alameda County, California. My business address is 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California 94612.

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

Carl Rosenblum	Frank Cherry
365 Hanover Avenue #304	365 Hanover Avenue #107
Oakland, CA 94606	Oakland, CA 94606

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **May 18, 2016** in Oakland, California.


Deborah Griffin
Oakland Rent Adjustment Program

000051

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM P.O. Box 70243 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	For filing stamp. 2016 JAN 25 PM 12:33
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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 16-0015

OWNER RESPONSE

Please print legibly. *Rosenblum v. Cherry*

Your Name FRANK CHERRY, OWNER	Complete Address (with zip code) 365 HANOVER AVE #102 Oakland, CA 94606	Phone: 925-768-4880 Email: _____
Your Representative's Name (if any) Elena Lieberman, CCIM Certified California Residential mgr.	Complete Address (with zip code) 365 HANOVER AVE #102 Oakland, CA 94606	Phone: 925-768-4880 Fax: 925-687-3444 Email: liebermantravelagency@msiv.com
Tenant(s) name(s) Carol L. Rosenblum	Complete Address (with zip code) 365 HANOVER AVE #304 Oakland, CA 94606	

Have you paid for your Oakland Business License? Yes No Number _____
(Provide proof of payment.)

Have you paid the Rent Adjustment Program Service Fee? (\$30 per unit) Yes No
(Provide proof of payment.)

There are 24 residential units in the subject building. I acquired the building on 1/1985

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

I. RENTAL HISTORY

The tenant moved into the rental unit on Sept 1, 97

The tenant's initial rent including all services provided was \$ 450- / 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? Sept 1, 1987

Is the tenant current on the rent? Yes No

If you believe your unit is exempt from Rent Adjustment you may skip to Section IV. EXEMPTION.

If a contested increase was based on **Capital Improvements**, did you provide an **Enhanced Notice to Tenants for Capital Improvements** to the petitioning tenant(s)? Yes No If yes, on what date was the Enhanced Notice given? 2-1-16. Did you submit a copy of the Enhanced Notice to the RAP office within 10 days of serving the tenant? Yes No Not applicable: there was no capital improvements increase. X on 2-1-16

Begin with the most recent rent increase and work backwards. Attach another sheet if needed.

Date Notice Given (mo/day/year)	Date Increase Effective (mo/day/year)	Amount Rent Increased		Did you provide NOTICE TO TENANTS with the notice of rent increase?
		From	To	
11/27/2015	2/1/2016	\$ 888-	\$ 904-	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
11/28/2014	2/1/2015	\$ 773-	\$ 888-	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
11/30/2013	1/1/2014	\$ 869 ⁸⁰	\$ 773	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
6/30/2011	8/1/2011	\$ 855 ⁵⁵	\$ 869 ⁸⁰	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
9/25/2008	12/1/2008	\$ 650-	\$ 855 ⁵⁵	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

II. JUSTIFICATION FOR RENT INCREASE

You must prove that each contested rent increase greater than the Annual CPI Adjustment is justified and was correctly served. Use the following table and check the applicable justification(s) box for each increase contested by the tenant(s) petition. For a summary of these justifications, please refer to the "Justifications for Increases Greater than the Annual CPI Rate" section in the attached Owner's Guide to Rent Adjustment.

Date of Increase	Banking (deferred annual increases)	Increased Housing Service Costs	Capital Improvements	Uninsured Repair Costs	Fair Return	Debt Service (if purchased before 4/1/14)
2/1/2016	<input checked="" type="checkbox"/> - This <input type="checkbox"/> is a Banked 2015 CPI <input type="checkbox"/> Increase <input type="checkbox"/>					
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

For each justification checked, you must submit organized documents demonstrating your entitlement to the increase. Please see the "Justifications" section in the attached Owner's Guide for details on the type of documentation required. In the case of Capital Improvement increases, you must include a copy of the "Enhanced Notice to Tenants for Capital Improvements" that was given to tenants. Your supporting documents do not need to be attached here, but are due in the RAP office no later than seven (7) days before the first scheduled Hearing date.

III. DECREASED HOUSING SERVICES N/A

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

2016 JAN 25 PM 12:33

IV. EXEMPTION N/A

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** for 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.

V. IMPORTANT INFORMATION

Time to File. This form **must be received** by the Rent Adjustment Program, P.O. Box 70243, Oakland, CA 94612-0243, within 35 days of the date that a copy of the Tenant Petition was mailed to you. (The date of mailing is shown on the Proof of Service attached to the Tenant Petition and other response documents mailed to you.) A postmark does not suffice. If the RAP office is closed on the last day to file, the time to file is extended to the next day the office is open. If you wish to deliver your completed Owner Response to the Rent Adjustment Program office in person, go to the City of Oakland Housing Assistance Center, 250 Frank H. Ogawa Plaza, 6th Floor, Oakland, where you can date-stamp and drop your Response in the Rent Adjustment drop box. The Housing Assistance Center is open Monday through Friday, except holidays, from 9:00 a.m. to 5:00 p.m. **You cannot get an extension of time to file your Response by telephone.**

NOTE: If you do not file a timely Response, you will not be able to produce evidence at the Hearing, unless you can show good cause for the late filing.

File Review. You should have received a copy of the petition (and claim of decreased services) filed by your tenant with this packet. Other documents provided by the tenant will not be mailed to you. You may review additional documents in the RAP office by appointment. For an appointment to review a file or to request a copy of documents in the file call (510) 238-3721.

VI. VERIFICATION

Owner must sign here:

RENT ADJUSTMENT PROGRAM

2016 JAN 25 PM 12:33

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.

J. Chey, Owner
Owner's Signature

1/25/16
Date

VII. MEDIATION AVAILABLE

Your tenant may have signed the mediation section in the Tenant Petition to request mediation of the disputed issues. Mediation is an entirely voluntary process to assist the parties to reach an agreement on the disputed issues in lieu of a Rent Adjustment hearing.

If the parties reach an agreement during the mediation, a written Agreement will be prepared immediately by the mediator and signed by the parties at that time. If the parties fail to settle the dispute, the case will go to a formal Rent Adjustment Program Hearing, usually the same day. A Rent Adjustment Program staff Hearing Officer serves as mediator unless the parties choose to have the mediation conducted by an outside mediator. If you and the tenant(s) agree to use an outside mediator, please notify the RAP office at (510) 238-3721. Any fees charged by an outside mediator for mediation of rent disputes will be the responsibility of the parties requesting the use of their services. (There is no charge for a RAP Hearing Officer to mediate a RAP case.)

Mediation will be scheduled only if both parties request it – after both the Tenant Petition and the Owner Response have been filed with the Rent Adjustment Program. **The Rent Adjustment Program will not schedule a mediation session if the owner does not file a response to the petition.** (Rent Board Regulation 8.22.100.A.)

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

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

J. Chey, Owner
Owner's Signature

1/25/16
Date

T116-0015 MS/LM

<p>CITY OF OAKLAND RENT ADJUSTMENT PROGRAM Mail To: P. O. Box 70243 Oakland, California 94612-0243 (510) 238-3721</p>	<p>For date stamp: ARBITRATION PROGRAM 2016 JAN 11 AM 9:34</p>
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Please Fill Out This Form As Completely As You Can. Failure to provide needed information may result in your petition being rejected or delayed.

TENANT PETITION

Please print legibly

Your Name CARL ROSENBLUM	Rental Address (with zip code) 365 HANOVER AVE 304 OAKLAND CA 94606	Telephone 510 332-1751
Your Representative's Name	Mailing Address (with zip code)	Telephone
Property Owner(s) name(s) FRANK CHERRY	Mailing Address (with zip code) 365 HANOVER AVE 107 OAKLAND CA 94606	Telephone 925 256 0988 510 282 9665

Number of units on the property: 24

Type of unit you rent (circle one)	House	Condominium	<input checked="" type="radio"/> Apartment, Room, or Live-Work
Are you current on your rent? (circle one)	<input checked="" type="radio"/> Yes	<input type="radio"/> No	Legally Withholding Rent. You must attach an explanation and citation of code violation.

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

<input checked="" type="checkbox"/>	(a) The increase(s) exceed(s) the CPI Adjustment and is (are) unjustified or is (are) greater than 10%.
<input type="checkbox"/>	(b) The owner did not give me a summary of the justification(s) for the increase despite my written request.
<input type="checkbox"/>	(c) The rent was raised <u>illegally</u> after the unit was vacated (Costa-Hawkins violation).
<input checked="" type="checkbox"/>	(d) No written notice of Rent Program was given to me together with the notice of increase(s) I am contesting. (Only for increases noticed after July 26, 2000.)
<input checked="" type="checkbox"/>	(e) A City of Oakland form notice of the existence of the Rent Program was not given to me at least six months before the effective date of the rent increase(s) I am contesting.
<input type="checkbox"/>	(f1) The housing services I am being provided have decreased. (Complete Section III on following page)
<input type="checkbox"/>	(f2) At present, there exists a health, safety, fire, or building code violation in the unit. <u>If the owner has been cited in an inspection report, please attach a copy of the citation or report.</u>
<input type="checkbox"/>	(g) The contested increase is the second rent increase in a 12-month period.
<input checked="" type="checkbox"/>	(h) The notice of rent increase based upon capital improvement costs does not contain the "enhanced notice" requirements of the Rent Adjustment Ordinance or the enhanced notice was not filed with the RAP.
<input checked="" type="checkbox"/>	(i) My rent was not reduced after the expiration period of the rent increase based on capital improvements.
<input checked="" type="checkbox"/>	(j) The proposed rent increase would exceed an overall increase of 30% in 5 years. (The 5-year period begins with rent increases noticed on or after August 1, 2014).
<input type="checkbox"/>	(k) I wish to contest an exemption from the Rent Adjustment Ordinance (OMC 8.22, Article I)

304 12/1/08

650

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

Date you moved into the Unit: 204 9/1/87 Initial Rent: \$ 450 /month

When did the owner first provide you with a written NOTICE TO TENANTS of the existence of the Rent Adjustment Program (RAP NOTICE)? Date: Nov 2013. If never provided, enter "Never."

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

List all rent increases that you want to challenge. Begin with the most recent and work backwards. If you need additional space, please attach another sheet. You must check "Yes" next to each increase that you are challenging.

Date Notice Served (mo/day/year)	Date Increase Effective (mo/day/year)	Amount Rent Increased		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
11-27-15	2-1-16	\$ 888	\$ 904	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
11-30-13	1-1-14	\$ 869.50	\$ 773	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
1-14-13	1-1-14	\$ 869.50	\$ 925	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
6-30-11	8-1-11	\$ 855	\$ 869.50	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
9-30-08	12-1-08	\$ 650	\$ 855	<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

* You have 60 days from the date of notice of increase or from the first date you received written notice of the existence of the Rent Adjustment program (whichever is later) to contest a rent increase. (O.M.C. 8.22.090 A 2) If you never got the RAP Notice you can contest all past increases.

List case number(s) of all Petition(s) you have ever filed for this rental unit: _____

III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:

Decreased or inadequate housing services are considered an increase in rent. If you claim an unlawful rent increase for service problems, you must complete this section.

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

If you answered "Yes" to any of the above, please attach a separate sheet listing a description of the reduced service(s) and problem(s). Be sure to include at least the following: 1) a list of the lost housing service(s) or serious problem(s); 2) the date the loss(es) began or the date you began paying for the service(s); and 3) how you calculate the dollar value of lost problem(s) or service(s). Please attach documentary evidence if available.

To have a unit inspected and code violations cited, contact the City of Oakland, Code Compliance Unit, 250 Frank H. Ogawa Plaza, 2nd Floor, Oakland, CA 94612. Phone: (510) 238-3381

IV. VERIFICATION: The tenant must sign:

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

Carl Roshko
Tenant's Signature

Jan 11, 2016
Date

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

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

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

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

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

Tenant's Signature

Date

VI. IMPORTANT INFORMATION:

Time to File This form must be received at the offices of the City of Oakland, Rent Adjustment Program, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612 within the time limit for filing a petition set out in the Rent Adjustment Ordinance, Oakland Municipal Code, Chapter 8.22. Board Staff cannot grant an extension of time to file your petition by phone. For more information, please call: (510) 238-3721.

File Review

The owner is required to file a Response to this petition within 35 days of notification by the Rent Adjustment Program. You will be mailed a copy of the Landlord's Response form. Copies of **documents attached** to the Response form will not be sent to you. However, you may review these in the Rent Program office by appointment. For an appointment to review a file call (510) 238-3721; please allow six weeks from the date of filing before scheduling a file review.

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

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