

**HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD
APPEAL PANEL**

**May 18, 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. OPEN FORUM
4. NEW BUSINESS
 - i. Appeal Hearing in cases:
 - a. T14-0401; Nederhood v. Walker
 - b. T16-0006; Raney v. et al.
 - c. T16-0038; Raney v. Tesfa et al.
5. SCHEDULING AND REPORTS
6. 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.

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

FILED
OFFICE OF THE CITY CLERK
OAKLAND
MAY 10 PM 4:24

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.

CHRONOLOGICAL CASE REPORT

Case No.: T14-0401
Case Name: Nederhood v. Walker
Property Address: 3460 Birdsall Avenue, Oakland, CA
Parties: David and Deb Nederhood (Tenants)
Brenda Walker (Property Owner)

PROPERTY OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	September 12, 2014
Owner Response filed	October 3, 2014
Hearing Decision issued	March 16, 2015
Owner Appeal filed	April 8, 2015

000003

City of Oakland
Residential Rent Adjustment Program
250 Frank Ogawa Plaza, Suite 5313
Oakland, California 94612
(510) 238-3721 Fax 510-238-2079

RECEIVED
APPEAL
APR 8 2015

Appellant's Name
Brenda Walker

OAKLAND RENT ADJUSTMENT
Landlord Tenant

Property Address (Include Unit Number)
3460 Birdsall Avenue, Oakland Ca 94619

Appellant's Mailing Address (For receipt of notices)
Brenda Walker

Case Number
T14-0401
Date of Decision appealed
March 11, 2015

Name of Representative (if any)
Richard Beckman

Representative's Mailing Address (For notices)
Beckman Blair
150 Spear St, Ste 725
San Francisco, Ca 94105


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 2. 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 6, 2005, 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>	Timothy Dumbarger - Tenants' Attorney
<u>Address</u>	1339 Bay Street
<u>City, State Zip</u>	Alameda, Ca 94501
<u>Name</u>	Davis and Deb Neberhood - Tenants
<u>Address</u>	3460 Bardsall Ave
<u>City, State Zip</u>	Oakland Ca 94619

	4-6-15 3-30-15
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

IMPORTANT INFORMATION:

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

- Appeals filed late without good cause will be dismissed.
- You must provide all 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.

Lessor's Rent Board Decision Appeal Supporting Statement

CASE NUMBER: T14-0401

ADDRESS: 3460 Birdsall Ave., Oakland, CA.

LESSOR - Brenda Walker

TENANTS - Davis and Deb Nederhood

HEARING OFFICER: Barbara Kong Brown

FACTS: Tenants filed petition to challenge rent increase, alleging that the single family rental dwelling contained a second unit and was thus not exempt from rent control.

RULING: Despite the finding that the rental property is permitted as a single family dwelling, the existence of a 'bathroom, stove and refrigerator' converted the home into a two unit building and so not exempt from rent control, and the petition challenging the rent increase should be granted.

Lessor now appeals that decision on the basis that the facts of the case presented a new policy issue.

The facts presented at the hearing on tenant's petition raised a new policy issue that has, to lessor's knowledge, not been decided by the board previously. Specifically, whether a single-family home with stove in a legally permitted basement space is exempt from the Costa Hawkins Act at Civil Code Section 1954.52 that exempts single-family homes from local rent control.

According to the City of Oakland apartment planning and building inspector David Miles, the building at 3460 Birdsall Ave. is a single-family dwelling. See hearing exhibits at fn 3. As inspector Miles notes, in his hand written notation to the project information update, habitable rooms do not make a space a separate unit. See attached Update Query Project Information. It is possible that the Lessor can request a statement from Inspector Miles, or present testimony at the appeal hearing. Lessor believes she testified that the basement rooms were legal additions to the property at the time the 2nd Floor addition was built. See attached Update Query Project Information. This information was not, lessor believes, disputed. The lower level remodel included a permitted bathroom. There is no 'law' known to the Lessor that prohibits an owner from having a second refrigerator in her basement area. Thus, the factual finding by the hearing officer seemed to rely on the existence of a stove in the permitted basement area as the basis for the finding of a separate dwelling.

The existence of a stove/refrigerator does not create a separate dwelling unit in a legally habitable portion of the single-family that would convert the property to a two unit building which falls outside the Costa Hawkins exemption. See *Gabor v Cox* (1994) 26 Cal.App.4th Supp. 16.

Even if the *Gabor* ruling did not suffice to justify reversal of the hearing officer's decision, the policy issue that apparently has not been decided is whether the fact that the purported second unit is vacant, and is in a single-family home which does not contain a

000006

legally recognized separate dwelling unit, can constitute an exemption from the Costa Hawkins exemption for single family homes. The addition of a hotplate cannot convert a basement room in a single family building to a two unit building. For practical purposes, making the hotplate a stove as the basis to convert the space into a separate dwelling would exalt form over substance if that were the case. If the unit were occupied by a tenant, or even by the owner, then perhaps a finding of a separate dwelling unit would be supported by the facts and law. However, where the single-family home simply has a legal basement room including a bathroom, with a stove/hot plate which can be removed at any time, that space is not converted into a separate dwelling unit by that simple fact.

Therefore, the hearing officer's decision was unsupported by law or fact or both. The premises rented by the Nederhoods is a single-family home, and exempt from the local rent control provision by the Costa Hawkins Act, at Civil Code Section 1954.52. Appellant requests that this board correct the hearing officer's decision so that it comports with applicable law, and deny the tenants' petition challenging the rent increase.

Transmission Log

SUZUKI LAW GROUP

Monday, 2015-04-06 16:08

14156190190

Date	Time	Type	Job #	Length	Speed	Fax Name/Number	Pgs	Status
2015-04-06	16:04	SCAN	01062	3:02	14400	510 123 4567	4	OK -- V.17 AR30

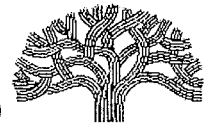
510-238-3691
 Attn: ~~Richard~~ - Rent Adjustment

City of Oakland Residential Rent Adjustment Program 250 Frank Ogawa Plaza, Suite 5313 Oakland, California 94612 (510) 238-3721 Fax 510-238-2079		APPEAL	
Appellant's Name <i>Brenda Walker</i>		Landlord <input checked="" type="checkbox"/> Tenant <input type="checkbox"/>	
Property Address (Include Unit Number) <i>3460 Birdsall Avenue, Oakland Ca 94619</i>			
Appellant's Mailing Address (For receipt of notices) <i>Brenda Walker</i>		Case Number <i>T14-0401</i>	
		Date of Decision appealed <i>March 11, 2015</i>	
Name of Representative (if any) <i>Richard Beckman</i>		Representative's Mailing Address (For notices) <i>Beckman Bay 150 Spear St, Ste 725 San Francisco, Ca 94105</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.

CITY OF OAKLAND



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

Department of Housing and Community Development
Rent Adjustment Program

TEL(510) 238-3721
FAX (510) 238-3691
TDD (510) 238-3254

HEARING DECISION

CASE NUMBER: T14-0401, Nederhood v. Walker
PROPERTY ADDRESS: 3460 Birdsall Avenue
Oakland, CA
DATE OF HEARING: February 4, 2015
DATE OF SITE INSPECTION: February 4, 2015
DATE OF DECISION: March 11, 2015

SUMMARY OF DECISION

The tenants' petition is GRANTED IN PART.

INTRODUCTION

Tenants Davis and Deb Nederhood filed a petition on September 12, 2014, which contests a rent increase on the following grounds:

- The increase exceeds the CPI Adjustment and is unjustified or is greater than 10%;
- The owner did not provide a summary of the justification for the increase despite a written request;
- The owner did not provide the required Notice of the Existence of the Rent Adjustment Program (RAP)
- The proposed rent increase would exceed an overall increase of 30% in 5 years.

The tenants also allege they are being charged for services originally paid for by the owner, and they contend that the owner stated in her landlord response that the subject property is not a single family dwelling.

The owner filed a timely response and contends that the subject building is

000009

a single family residence and is exempt from the Rent Ordinance. The owner stated that she made an error and misunderstood the question on the owner response form. She also contends that the tenants have illegally sublet their apartment by renting rooms to students, and the rent increase is justified on the basis of increased housing costs and fair return.

ISSUES

1. Are the tenants current in their rent?
2. Is the owner entitled to an exemption on the basis that the subject building is a single family residence?
3. Have the tenants requested a summary of the justification for the rent increase in writing? If so, has the owner provided a written summary?
4. Has the owner provided the required RAP notice if the subject building is not exempt from the Rent Adjustment Program?
5. Were the tenants improperly charged for utility usage?

EVIDENCE

Current on Rent

The owner testified that the tenants are not current in their rent and were short \$100.00 for the month of July 2014. She provided a copy of a check from the tenants in the amount of \$700 dated June 30, 2014 and stated that the tenants only paid \$2,700 for the July 2014 rent.¹ The lease agreement provides for a monthly rent of \$2,800.00.² The owner sent the tenants an e-mail on July 30, 2014, regarding the outstanding balance. The tenants did not respond to the email and have not paid the shortfall. The tenants testified that they did not know that they were short on the rent and would be happy to pay the owner the \$100.

Single Family Residence

The owner response form states that the subject property is exempt from the Rent Ordinance because the property is a single family residence. Attachment 8 to the owner response form, III 5 (Exemption), in response to the question whether the unit is a single family dwelling that can be sold separately, the owner responded: "No". The owner testified that she made a mistake on the attachment and misunderstood the question. Her response to item 8 on III 7 states: The unit is a single family home.

¹ Ex. No. p. 2

² Ex. No. pp. 1

The owner testified that the subject unit is a single family residence and provided a copy of a property profile which states that the subject property is a single family residence.³ She testified that she had resided in the subject property for 13 years and moved out in August 2013. She allowed someone to move into the basement temporarily in April 2013 and he left in June or July 2014. This was a temporary situation and she no longer rents out the basement. The basement is approximately 200 square feet and is vacant. It has a bathroom, a stove and a refrigerator.

The tenants testified that when they moved into the subject unit in August 2013 there was someone living in the basement. There is a separate entrance to the basement and they do not have access to it. The tenant's representative testified that the basement cannot be sold separately from the main house.

Request for Written Summary of Justification for Rent Increase

The tenants testified that they did not request a written summary of the justification for the rent increase. This claim is dismissed.

Notice of Existence of Rent Adjustment Program

The parties agreed that the tenants first received Notice of the Existence of the Rent Adjustment Program (RAP) in August 2014 from the owner.⁴

Utility Bills

The tenants' petition claims they are being charged for services originally paid by the owner. They testified that they were paying the utility bill for two units and there is only one meter for utilities. The tenants testified that they advised the owner in November 2013 that there was only one meter and concluded that they were paying for the other tenant's utilities. While they recognized that he only uses a fraction of what they use they did not want to pay for his share of the utilities.⁵

The owner testified that the tenants agreed to pay for the utility bills in exchange for a lower monthly rent, from \$3,000 to \$2,800. The owner testified that prior to execution of the lease agreement the owner had listed the home for \$3,000 monthly. The tenants wanted to pay \$2,800 and the owner said that would be fine if the tenants took care of the utilities. The tenants were aware that there was one meter and that there was someone living in the basement.⁶

³ Ex. No. p. 36

⁴ Ex. No. p. 32

⁵ Ex. No. p. 6

⁶ Ex. No. p. 6

The tenants further testified that they have paid \$4,513.69 in P.G.E. bills, of which one third, or \$1,500, is not attributable to them.⁷ From September 2013 until June 2014, when the tenant in the basement moved out, the utility bills totaled \$3,256, or \$465.00 per person. The tenants had a household of at least six persons and the tenant in the basement totaled 7.

The tenants also testified about issues regarding a light switch, the dishwasher and garbage disposal, which were not alleged in their petition. The owner testified that the tenants did not complain about any of these issues to her. The tenants also complained about an electrical circuit and the owner testified that the tenants overloaded the circuit with several appliances.

The owner further testified that the tenants have violated the lease agreement by having unauthorized persons living in the house; that the tenants were running an unauthorized business in her home because they were renting rooms to international students, at a minimum rent of \$1,000 per month for at least four students, which generated \$4,000 monthly rental income for them, at her expense.⁸

The owner also testified that the owners have a dog, which is also a lease violation. The tenants testified that the owner knew they had a dog and they told her they had four kids, of which two were in college and they hosted students from their school. The tenants further testified that they currently rent rooms to two foreign high school students at \$1,200 monthly, totaling \$2,400 in monthly rental income.

The undersigned Hearing Officer conducted a site inspection of the subject unit on February 4, 2015. She was unable to get into the basement unit, which is now vacant. There is a separate entrance to the basement.

Increased Housing Costs and Fair Return on Investment

The owner did not provide any documentation to support her claim of increased housing costs and fair return on investment.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Current in Rent

Although tenants owe \$100.00 for the July 2014 rent, the Hearing Officer finds that the tenants have substantially complied with their obligation to be current in their rent at the time they filed their petition because the amount due is minimal-\$100 over an eight month period. The owner did not notify the

⁷ Ex. no. pp. 8-23

⁸ Ex. No. p. 28

tenants that they were short \$100 for the July 2014 rent and the tenants' failure to pay the \$100 was an oversight.

The Board has held that when tenants believe their rent was current at the time they filed their petition and have substantially complied with paying their rent current they have met the requirements of OMC Section 8.22.090(A)(3)(b) and have standing to file the current petition.⁹

Single Family Residence-Exemption

The Rent Ordinance exempts single family dwellings pursuant to the Costa-Hawkins Act, California Civil Code §1954.52¹⁰. The subject property consists of a main residence with a basement which was rented out. Although the basement is currently vacant, the owner has changed the character of the residence into a two unit building. When the tenants moved into the subject property there was a tenant in the basement unit. This converted the use of the property into a two unit building.

Section 15.08.170 of the Oakland Building Maintenance defines a dwelling unit as a residential building, or portion thereof, which contains living facilities, including provisions for sleeping, eating, cooking, and sanitation for not more than one family or a congregate residence for not more than 10 persons. Although the Hearing Officer was not able to inspect the unit, both parties agreed that it has a separate entrance, a bathroom, stove and refrigerator. Until the bathroom, stove and refrigerator are removed, the basement remains a habitable unit. Therefore, the subject building is not exempt from Rent Adjustment pursuant to OMC Section 8.22.030.

Notice of Existence of Rent Adjustment Program (RAP)

The owner did not provide the RAP notice to the tenants until August 8, 2014. Therefore, the notice of rent increase purportedly effective October 1, 2014, is invalid.

Lease Violations

The owner's claim that the tenants are running a business and making a profit at her expense and that they have a dog which are in violation of the lease agreement are beyond the jurisdiction of the Rent Adjustment Program and is a matter for civil court.

Decreased Housing Services

The tenants testified about issues regarding the electrical circuit, the garbage disposal, the dish washer, a light switch, habitability issues, and code

⁹ T03-03-0267, Tengeri v. Phillip, Henry, Wai and Frederick (2004)

¹⁰ O.M.C. §8.22.030(A)(7)

violations which were not alleged in their petition. Therefore, these issues were not considered.

Utility Charges

The tenants have overpaid for utility charges attributable to the tenant in the basement unit from September 2013 to June 2014. When more than one rental unit shares any type of utility bill with another rental unit, it is illegal to divide up the bill between units. Splitting the costs of utilities among tenants who live in separate units is prohibited by the Public Utilities Commission Code and Rule 18 of PG&E. The best way to remedy the bill is to install individual meters. If this is too expensive, then the property owner should pay the utility bill himself/herself and build the cost into the rent.¹¹

Civil Code Section 1940.9 states:

1940.9.

(a) If the landlord does not provide separate gas and electric meters for each tenant's dwelling unit so that each tenant's meter measures only the electric or gas service to that tenant's dwelling unit and the landlord or his or her agent has knowledge that gas or electric service provided through a tenant's meter serves an area outside the tenant's dwelling unit, the landlord, prior to the inception of the tenancy or upon discovery, shall explicitly disclose that condition to the tenant and shall do either of the following:

(1) Execute a mutual written agreement with the tenant for payment by the tenant of the cost of the gas or electric service provided through the tenant's meter to serve areas outside the tenant's dwelling unit.

(2) Make other arrangements, as are mutually agreed in writing, for payment for the gas or electric service provided through the tenant's meter to serve areas outside the tenant's dwelling unit. These arrangements may include, but are not limited to, the landlord becoming the customer of record for the tenant's meter, or the landlord separately metering and becoming the customer of record for the area outside the tenant's dwelling unit.

(b) If a landlord fails to comply with subdivision (a), the aggrieved tenant may bring an action in a court of competent jurisdiction. The remedies the court may order shall include, but are not limited to, the following:

(1) Requiring the landlord to be made the customer of record with the utility for the tenant's meter.

¹¹ Section 10.1.10 of the Rent Ordinance Regulations

(2) Ordering the landlord to reimburse the tenant for payments made by the tenant to the utility for service to areas outside of the tenant's dwelling unit. Payments to be reimbursed pursuant to this paragraph shall commence from the date the obligation to disclose arose under subdivision (a).

(c) Nothing in this section limits any remedies available to a landlord or tenant under other provisions of this chapter, the rental agreement, or applicable statutory or common law.

Although the owner testified that there was an agreement with the tenants to pay for the utility bill in consideration of a \$200 rent reduction, there is no written documentation to support this claim.

The usual method of evaluating decreased housing services is consideration of all services provided by an owner and then determining the percentage by which total services have decreased because of the lost housing service. However, in this case, it is possible to determine the average dollar amount for the lost service by looking to the payments that the tenants have made. By using this approach, the tenants are in the same financial position that would exist if they did not overpay for the utility service.

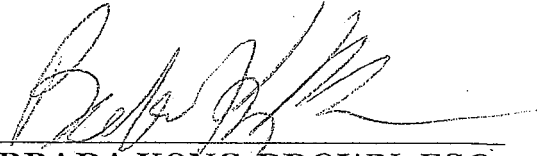
The bills from September 2013 to June 2014 totaled \$3,256. The tenants' household contained six people: the tenants, their two children, and two foreign students. The basement unit had one person, for a total of seven people. The average usage per person for this time period was \$3,256 divided by 7, or \$465.14. The tenants have overpaid rent in the amount of \$465.14, which is the amount of utility usage attributed to the tenant in the basement unit. This amount is adjusted by a rent underpayment of \$100.00 for July 2014. The net overpayment is \$365.14 and is amortized over three months, by a rent reduction of \$121.71 per month, commencing with the rent for April 1, 2015, and ending with the rent payment in June 2015.

ORDER

1. The rent increase is invalid because the subject unit is not exempt from the Rent Ordinance and the owner did not provide the Notice of the Rent Program at least six months prior to the effective date of the proposed rent increase.
2. The current base rent is \$2,800.00.
3. The tenants have overpaid rent in the amount of \$465.14, which is offset by their July rent underpayment of \$100. The net overpayment is \$365.14, which is amortized over three months, at \$121.71. The current rent payment is \$2,678.29, commencing with the April 1, 2015 rent payment and ending with the June 1, 2015, rent payment.

4. The owner is entitled to impose rent increases to which she may otherwise be entitled under the Rent Ordinance upon giving the RAP notice at least six months prior to the effective date of the rent increase and upon giving concurrent RAP notice with the notice of the rent increase in accordance with California Civil Code Section 827.
5. Right to Appeal: **This decision is the final decision of the Rent Adjustment Program Staff.** Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) days after service of this decision. The date of service is shown on the attached Proof of Service. If the last day to file is a weekend or holiday, the appeal may be filed on the next business day.

Dated: March 11, 2015



BARBARA KONG-BROWN, ESQ.
Senior Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE

Case Number T14-0401

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:

Tenant

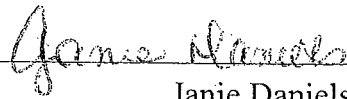
David and Deb Nederhood
3460 Birdsall Ave
Oakland, CA 94619

Tenant Representative

Timothy Rumberger
1339 Bay St
Alameda, CA 94501

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on March 16, 2015 in Oakland, CA.



Janie Daniels

Oakland Rent Adjustment Program

000017

PROOF OF SERVICE

Case Number T14-0401

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


Brenda Walker
80175 52nd Ave #1814
La Quinta, CA 92253

Owner Representative

Richard L. Beckman, Attorney
703 Market St Ste. 1610
San Francisco, CA 94103

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 16, 2015 in Oakland, CA.



Janie Daniels

Oakland Rent Adjustment Program

000018

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. <div style="text-align: center;"> RECEIVED OCT 3 2014 OAKLAND RENT ADJUSTMENT </div>
---	--

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

CASE NUMBER T/4- 0401

LANDLORD RESPONSE

Please print legibly.

Your Name BRENDA WALKER	Complete Address (with zip code) 80175 Avenue 52nd, Apt 1814 LA Quinta, CA 92253	Phone: 570 846 4434 Email: _____
Your Representative's Name (if any)	Complete Address (with zip code)	Phone: _____ Fax: _____ Email: _____
Tenant(s) name(s)	Complete Address (with zip code)	

Have you paid for your Oakland Business License? Yes No Number **28046050**
(Please attach copy.) *attachment 7*

Have you paid the Rent Program Service Fee? (\$30 per unit) Yes No
(Please attach proof of payment.) *attachment 8*

There are 1 residential units in the subject building. I acquired the building on 1 / 12000

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

I. JUSTIFICATION FOR RENT INCREASE

You must prove that each contested rent increase is justified. Use the following table and check the appropriate justification(s) box for each increase greater than the Annual CPI adjustment contested in the tenant(s) petition. For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations on the City of Oakland Rent Adjustment Program web site: <http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment>. 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.

For each justification checked, you must attach organized documentary evidence demonstrating your entitlement to the increase. This documentation may include cancelled checks, receipts and invoices. Undocumented expenses, except certain maintenance, repair, legal, accounting and management expenses, usually will not be allowed. *(See attachment (c))*

<u>Date of Increase</u>	Banking (deferred annual increases)	Increased Housing Service Costs	Capital Improvements	Uninsured Repair Costs	Fair Return
<u>10/10/2014</u>	<input type="checkbox"/>	<input checked="" 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"/>

II. RENTAL HISTORY

If you contest the Rental History stated on the Tenant Petition, provide the correct information in this section.

The tenant moved into the rental unit on August 6th, 2014.

The tenant's initial rent including all services provided was: \$ 2,800 / month.

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

If yes, on what date was the Notice first given? 8/8/2014 *(Tenant's previous address was a rental in Oakland, CA)*

However, the tenant's previous occupancy was a rental and was aware of the Oakland Rent Program. Begin with the most recent rent increase and work backwards. If you need additional space please attach another sheet.

Date Notice Given (mo./day/year)	Date Increase Effective	Rent Increased		Did you provide NOTICE TO TENANTS with the notice of rent increase?
		From	To	
<u>8/8/2014</u>	<u>10/8/2014</u>	\$ <u>2,800</u>	\$ <u>5,010</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No

III. EXEMPTION

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

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

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

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

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

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

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

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

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

IV. DECREASED HOUSING SERVICES

If the petition filed by your tenant claims **Decreased Housing Services**, state your position regarding the tenant's claim(s) of decreased housing services. If you need more space attach a separate sheet. Submit any documents, photographs or other tangible evidence that supports your position. *(attachment 8)*

V. VERIFICATION

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

Brenda Walker
Landlord's Signature

9/25/2014
Date:

T14-0401 MSIBKB

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM Mail To: P. O. Box 70243 Oakland, California 94612-0243 (510) 238-3721	For date stamp. <div style="text-align: center; font-size: 24px; font-weight: bold;">RECEIVED</div> <div style="text-align: center; font-size: 18px; font-weight: bold;">SEP 12 2014</div> <div style="text-align: center; font-size: 10px;">OAKLAND RENT ADJUSTMENT</div>
--	---

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 David Nederhoop Deb Nederhoop	Rental Address (with zip code) 3460 Birdsall Ave Oakland, CA 94619	Telephone 510-364-8432 510-846-6037
Your Representative's Name Timothy Rumberger	Mailing Address (with zip code) 1339 Bay Street Alameda, CA 94501	Telephone 510-841-5500
Property Owner(s) name(s) Brenda Walker	Mailing Address (with zip code) 80175 Avenue 50 th Apt. 1814 La Quinta, CA 92053	Telephone 510-846-4434

Number of units on the property: 2 (1 legal, 1 illegal) Homeowners "exemption" *contested*

Type of unit you rent (circle one)	<input checked="" type="radio"/> House	<input type="radio"/> Condominium	<input 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. **I (We) contest one or more rent increases on one or more of the following grounds:**

X	(a) The increase(s) exceed(s) the CPI Adjustment and is (are) unjustified or is (are) greater than 10%.
X	(b) The owner did not give me a summary of the justification(s) for the increase despite my written request.
	(c) The rent was raised illegally after the unit was vacated (Costa-Hawkins violation).
	(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.)
X	(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.
	(f) The housing services I am being provided have decreased. (Complete Section III on following page)
	(g) At present, there exists a health, safety, fire, or building code violation in the unit. If the owner has been cited in an inspection report, please attach a copy of the citation or report.
	(h) The contested increase is the second rent increase in a 12-month period.
	(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).
	(j) My rent has not been reduced after the expiration period of the rent increase based on capital improvements.
X	(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: August 5, 2013 Initial Rent: \$ 2800 /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: 08/08/14. 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		
08/08/14	10/10/14	\$ 2800	\$ 5100	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

* You have 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

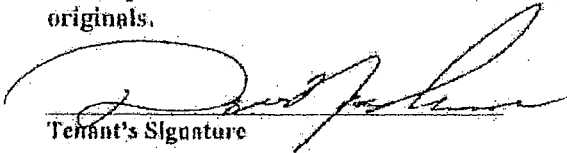
ATTACHMENTS: 1. 8/4/2014 NOTICE OF RENT INCREASE from \$2800 to \$5100
 2. 2013-2014 Alameda County Homeowners Exemptions
 3. PG+E RECORDS 8/2013 - 8/2014

Tenant Petition, effective 8-1-14

000023

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.


Tenant's Signature

8/26/14
Date

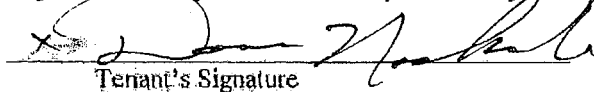
V. MEDIATION AVAILABLE: Mediation is an entirely voluntary process to assist you in reaching an agreement with the owner. If both parties agree, you have the option to mediate your complaints before a hearing is held. If the parties do not reach an agreement in mediation, your case will go to a formal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

8/9/14
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): _____

CHRONOLOGICAL CASE REPORT

Case No.: T16-0006
Case Name: Raney v. Tesfa et al.
Property Address: 2329 San Pablo Avenue, Oakland, CA
Parties: Lamon Raney (Tenant)
Meaza Tesfa (Landlord)

TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	January 4, 2016
Landlord Response filed	April 18, 2016
Hearing Decision issued	August 10, 2016
Tenant Appeal filed	August 16, 2016

City of Oakland Residential Rent Adjustment Program 250 Frank Ogawa Plaza, Suite 5313 Oakland, California 94612 (510) 238-3721		2016 AUG 16 PM 2: 21 <p style="text-align: center;">APPEAL</p>	
Appellant's Name Iamon raneu		Landlord <input type="checkbox"/> Tenant <input checked="" type="checkbox"/>	
Property Address (Include Unit Number) 201 2329 san pablo avenue, oakland, california 94612			
Appellant's Mailing Address (For receipt of notices) 2329 san pablo avenue, room 201, oakland, california		Case Number +16-0006	
		Date of Decision appealed august 9, 2016	
Name of Representative (if any)		Representative's Mailing Address (For notices)	

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 one. 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 August, 2002016, 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>	meaza tesfa mankon
<u>Address</u>	2329 San Pablo Avenue, Oakland, California 94612
<u>City, State Zip</u>	Oakland, California 94612
<u>Name</u>	
<u>Address</u>	
<u>City, State Zip</u>	

 <p>SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE</p>	<p>aug. 16, 2016</p> <p>DATE</p>
--	---

IMPORTANT INFORMATION:

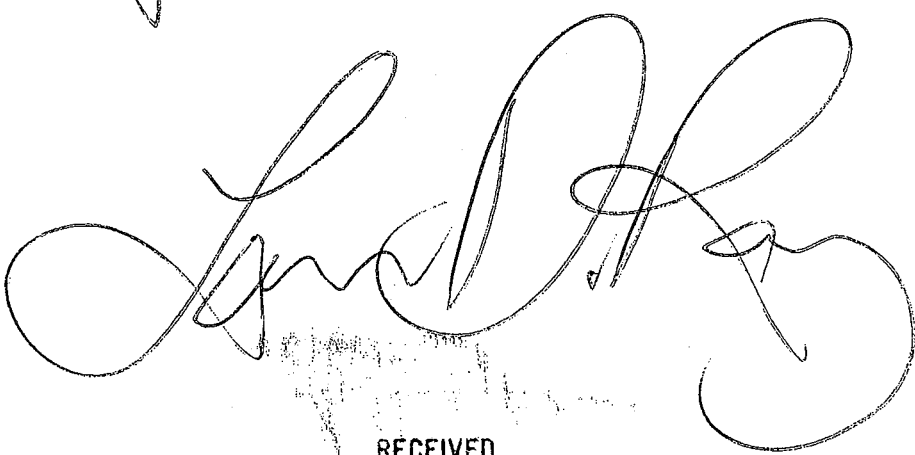
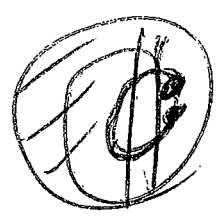
This appeal must be received by the Rent Adjustment Program, 250 Frank Ogawa Plaza, Suite 5313, Oakland, California 94612, not later than 5:00 P.M. on the 20th calendar day after the date the decision was mailed to you as shown on the proof of service attached to the decision. If the last day to file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

my life is in great danger due to severe unhealthy life threatening illegal tobacco smoking/alcohol/drug activities and usage inside the silver dollar hotel residential location at the address 2329/2327 san pablo avenue, oakland, California 94612

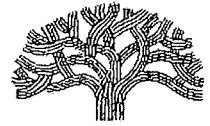
HL6-0006 roney v. tesfa etal

Date: aug. 16, 2016

A large, stylized handwritten signature in black ink, appearing to be 'L. D. R.' or similar, written in a cursive script.

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2016 AUG 16 PM 2:21



P.O. BOX 70243, OAKLAND, CA 94612-2043

CITY OF OAKLAND

Housing and Community Development Department
Rent Adjustment Program

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

HEARING DECISION

CASE NUMBER: T16-0006, Raney v. Tesfa

PROPERTY ADDRESS: 2329 San Pablo Avenue, No. 201, Oakland, CA

DATE OF HEARING: June 16, 2016

DATE OF DECISION: August 9, 2016

APPEARANCES: Lamón Raney Tenant
Meaza Tesfa Owner

SUMMARY OF DECISION

The tenant's petition is GRANTED IN PART.

INTRODUCTION

Lamón Raney filed a petition on January 4, 2016, which claims various decreased housing services, which include the following:

1. Pests-rodents, spiders, bedbugs, cockroaches;
2. Bathrooms are not sanitary;
3. Mold;
4. Issues with other tenants-assault/harassment;
5. Smoking by tenants;
6. Security
7. Broken bathroom window;
8. Building maintenance;
9. Leaking ceiling.

The owner stated that she has paid the Business Tax License and Rent Adjustment Program fees. She filed an untimely response on April 18, 2016.

THE ISSUES

1. Has the owner paid her business tax and Rent Adjustment Program fees?

2. If so, did the owner have good cause for filing an untimely response to the tenant petition?
3. When, if ever, did the tenant receive the Notice of the Rent Adjustment Program?
4. Have the tenant's housing services been decreased and if so, what amount of restitution is owed to him?

EVIDENCE

Payment of Business Tax and Rent Adjustment Program Fees-Late Owner Response

The owner response states that she did not pay her business tax license or Rent Adjustment Program (RAP) fee. During the Hearing she testified that she had paid her fees. The Hearing Officer asked her to provide support documentation but has not received confirmation of payment of the fees. In order to file a response to a tenant petition the owner must provide the following:

- Evidence of possession of a current city business license;
- Evidence of payment of the Rent Adjustment Program Service Fee;
- A completed response or petition on a form prescribed by the Rent Adjustment Program.¹

There is no evidence provided that the owner has paid the required fees. Therefore, she may not file a response to the tenant petition. Furthermore, the owner's response was untimely. She filed a response to the tenant petition on April 18, 2016. Pursuant to Section 8.22.090 (B)(2) the response must be filed within 35 days from the date the tenant petition is mailed to the owner. The proof of service for the mailing of the tenant petition to the owner was January 11, 2016. The response should have been filed by February 15, 2016, and was not filed until April 11, 2016. The response is untimely and the owner did not provide good cause for failure to file a timely response. The owner's participation to cross examination and a closing statement.

Notice of the Existence of the Rent Adjustment Program/Rent History

The tenant testified that he has not received notice of the Rent Adjustment Program. This is not disputed.

Decreased Housing Services

Pests-The tenant testified that there are rodents, spiders, bedbugs and cockroaches in his unit. However, he has not allowed the owner access to service his unit. He testified that the owner should not have to come into his unit, that the bugs

¹ Section 8.22.090 (B)(1)(a)(b)(d)

come from tenants in the other units, and they talk to the bugs and roaches and train them to come into his room.

Bathroom Sanitation/Mold/Shower Curtain-The tenant testified that the bathroom sinks are full of blood, mucous and needles. The tenant did not notify the owner about these complaints and complained to a city inspector in July 2014.

Security-Non-Tenants Use the Building Facilities

The tenant testified that the security guard is on drugs and outsiders who are non tenants come to the building to do drugs, and use the building facilities. He further testified that everyone is doing drugs. He testified that there is increased drug dealing and usage, and increased threats and harassment occurring outside the premises. Non-tenants access the building by following someone in or if a tenant leaves the gate open.

Issues with Other Tenants-Assaults and Harassment

The tenant testified that he has been harassed by the tenant in Room 212 and had to call the police and he has gone to court about this. The tenant testified that he has had fights and confrontations with other tenants and outsiders.

Smoking

The tenant testified that people are smoking in the building. The owner asked the tenant if he was talking about people outside the building and he replied "Yes, that they are outside the building, on the sidewalk, across the street, 24/7."

Building Maintenance

The tenant testified that there are holes in the walls, people from the outside kick in the gate, and the common areas are not maintained.

Broken Bathroom Window

The tenant did not offer any testimony about this complaint. Additionally, the city inspector did not cite this condition in his report in July 2014.

Leaking Ceiling

The tenant testified that there was a leak in the ceiling in a corner of his room. This occurred a year and a half ago and was repaired at that time.

Code Violation

The tenant testified that there was mold in the sinks and the toilets were dripping

for a couple of years. He complained to the City and a city inspector came to the property in July 2014 and verified a complaint about the unsanitary conditions in the communal bathrooms, and holes in the bedroom ceiling. The problem was fixed a year and a half ago, which would have been January 2015.

Site Inspection

The Hearing Officer conducted a site inspection of the subject property and unit on August 5, 2016. She noted that the tenant's room was clean, and there was no sign of any pests. There two bathrooms, one on the tenant's floor and one on the floor above the tenant's unit. The bathrooms were very neat and clean and there was no evidence of any mold, blood or mucous or any other matter anywhere. The Hearing Officer did not see any broken bathroom window.

The building is secured by a deadbolt locked metal gate to the front entrance. There is another door secured by another deadbolt lock and metal gate on the second floor. The owner's office is also located on the first floor. There was no evidence of any non-tenant activity in, or about the subject building. The Hearing Officer did not observe any evidence of smoking in the subject building.

The common areas, including the stairwell, hallway, fire exits, were neat and clean and well maintained.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Notice of the Existence of the Rent Adjustment Program

The Rent Adjustment Ordinance requires an owner to serve notice of the existence and scope of the Rent Adjustment Program (RAP Notice) at the start of a tenancy² and together with any notice of rent increase.³ An owner may cure the failure to give notice at the start of the tenancy. However, a notice of rent increase is not valid if the effective date of increase is less than six months after a tenant first receives the required RAP notice.⁴ The tenant first received the notice of the existence of the Rent Adjustment Program (RAP) in February 2014. Therefore, the rent increase may be considered.

Decreased Housing Services

Under the Oakland Rent Ordinance, a decrease in housing services is considered to be an increase in rent and may be corrected by a rent adjustment.⁵ However, in order to justify a decrease in rent, a decrease in housing services must be the loss of a service that seriously affects the habitability of a unit or one that is required

² O.M.C. Section 8.22.060(A)

³ O.M.C. Section 8.22.070(H)(1)(A)

⁴ O.M.C. Section 8.22.060(C)

⁵ O.M.C. Section 8.22.060(C)

to be provided in a contract between the parties. The tenant has the burden of proving decreased housing services by a preponderance of the evidence. The tenant also has the burden of proving notice to the owner about a complaint and the owner must be afforded a reasonable opportunity to respond to the complaint.

Pests-Rodents, Spiders, Bedbugs and Cockroaches

The tenant has not sustained his burden of proof regarding this complaint. He has refused access by the owner. Furthermore, inspection of the tenant's unit indicated that the room was very clean and neat, and there was no evidence of any pests. Compensation for this item is denied.

Security-The entrance to the subject building is secured by two deadbolt locks, one to the front entrance and one on the entrance to the second floor. The tenant has not sustained his burden of proof regarding the security issue. Compensation for this item is denied.

Smoking-The owner has no control over non-tenants who smoke outside the subject building. Inspection of the subject building indicated non-smoking signs were posted in the building. Compensation for this item is denied.

Issues with Other Tenants-Assaults and Harassments

Complaints of assaults and harassment are beyond the jurisdiction of the Rent Adjustment Program and need to be addressed in civil court.

Broken Bathroom Window

The tenant did not sustain his burden of proof regarding this complaint and compensation for this item is denied.

Bathroom Sanitation/ceiling leak-The tenant's complaints about the bathroom sanitation were confirmed by the city inspector. He complained to the city inspector in July 2014 and the owner agreed to repair the bathroom and ceiling leak, which was done by January 2015. Compensation for these items is granted.

The preferred method of evaluating decreased housing services is consideration of all services provided by an owner and then determining the percentage by which total services provided by the owner have decreased because of the lost housing services. Based on the totality of the circumstances and considering the total bundle of housing services, the value of the decreased housing services is stated in the following table.

VALUE OF LOST SERVICES

Service Lost	From	To	Rent	% Rent Decrease	Decrease /month	No. Months	Overpaid
Bathroom sanitation	7/1/14	1/1/15	\$550	5%	\$27.50	6	\$165.00
Hole in ceiling	7/1/14	1/1/15	\$550	3%	\$16.50	6	\$99.00
TOTAL LOST SERVICES							\$264.00
	From	To	Monthly Rent paid	Max Monthly Rent	Difference per month	No. Months	Sub-total
MONTHLY RENT							\$550.00
TOTAL TO BE REPAID TO TENANT							\$264.090
TOTAL AS PERCENT OF MONTHLY RENT							48%
AMORTIZED OVER 6 MO. BY REG. IS							\$44.00

The tenant has over paid a total of \$264.00.

Tenant Harassment

Claims of harassment are beyond the jurisdiction of the Rent Adjustment Program. These claims are dismissed.

ORDER

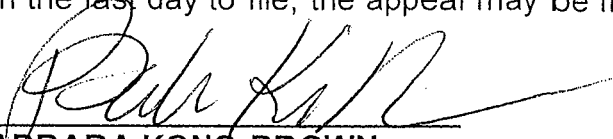
1. Petition T16-006, Tesfa v. Raney, is granted in part. The tenant's monthly base rent is \$550.00.
2. The tenant has overpaid rent for past decreased housing services totaling \$264.00.
3. The rent over payment is amortized as follows:

Base Rent	\$550.00
- past rent overpayments of \$264.00/6=\$44.00	-\$ 44.00
Current rent payment commencing September 1, 2016 and ending February 1, 2017	\$506.00

4. **Right to Appeal:** **This decision is the final decision of the Rent Adjustment Program Staff.** Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) 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.

DATE: August 9, 2016



BARBARA KONG-BROWN
Senior Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE

Case Number T16-0006

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 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:

Tenant

Lamon Raney
2329 San Pablo Ave Rm 201
Oakland,, CA 94612

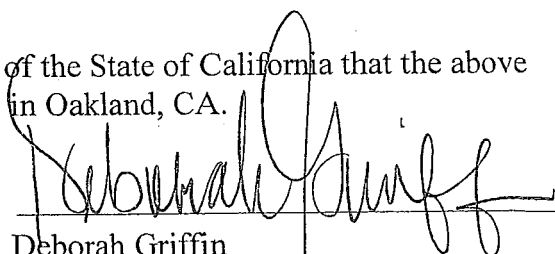
Owner

Mankonnen Aboo
2329 San Pablo Ave
Oakland, CA 94612

Meaza Tesfa
2329 San Pablo Ave
Oakland, CA 94612

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on August 10, 2016 in Oakland, CA.


Deborah Griffin

000036

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 APR 19 AM 9:53

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

CASE NUMBER T 16-0006

OWNER RESPONSE

Please print legibly.

Your Name MEAZA TESFA Makonnen Abdo	Complete Address (with zip code) <i>bellevue</i> 2329 San Pablo Ave Oakland, CA 94612	Phone: <u>510-395-2226</u> Email: _____
Your Representative's Name (if any)	Complete Address (with zip code)	Phone: _____ Fax: _____ Email: _____
Tenant(s) name(s) Lamon Raney	Complete Address (with zip code) <i>Room</i> 2329 San Pablo Ave #201 Oakland, CA 94612	

Have you paid for your Oakland Business License? Yes No Number _____
 (Provide proof of payment.) *not yet*

Have you paid the Rent Adjustment Program Service Fee? (\$30 per unit) Yes No ~~not yet~~ *not yet*
 (Provide proof of payment.)

There are 24 ^{*Rooms*} residential units in the subject building. I acquired the building on ___/___/___ 1999

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

I. RENTAL HISTORY

The tenant moved into the rental unit on 2013

The tenant's initial rent including all services provided was \$ 550 / 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 ___

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

** No Increase in Rent*

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. _____

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	
<i>NO RENT INCREASED</i>	<i>NO RENT INCREASED</i>	\$	\$	<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

II. JUSTIFICATION FOR RENT INCREASE

** No 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)
_____	<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"/>	<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.


Owner's Signature

4/18/16
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.)

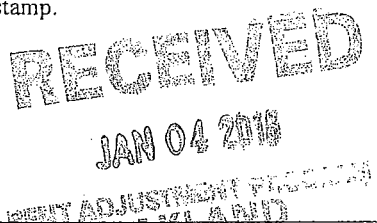
If you want to schedule your case for mediation, sign below.

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


Owner's Signature

4/18/16
Date

★ I NEED AN ETHIOPIAN INTERPERTER PRESENT TOO. ★

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM Mail To: P. O. Box 70243 Oakland, California 94612-0243 (510) 238-3721	For date stamp. <div align="center">  </div>
--	---

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 LAMON RANEY ①	Rental Address (with zip code) 2329 SAN PABLO AVENUE ROOM #201 OAKLAND, CALIFORNIA 94612	Telephone 1(415) 573-6201
Your Representative's Name	Mailing Address (with zip code)	Telephone
Property Owner(s) name(s) MEAZA TESFA ① MANKONNEN ABDO ②	Mailing Address (with zip code) 2329 SAN PABLO AVENUE OAKLAND CALIFORNIA 94612	Telephone 1(510) 395-2226 ① 3HE ②

Number of units on the property: 22 I THINK

Type of unit you rent (circle one)	House	Condominium	Apartment, <u>Room</u> or Live-Work
Are you current on your rent? (circle one)	<u>Yes</u>	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 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 type="checkbox"/> (d) No written notice of Rent Program was given to me together with the notice of increase(s) I am contesting. (Only for increases noticed after July 26, 2000.)
<input type="checkbox"/> (e) 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"/> (f1) The housing services I am being provided have decreased. (Complete Section III on following page)
<input checked="" 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 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 type="checkbox"/> (i) My rent was not reduced after the expiration period of the rent increase based on capital improvements.
<input 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)

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

Date you moved into the Unit: FEBRUARY 2ND 2013 Initial Rent: \$ 550⁰⁰ /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: "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		
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

* You have 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.

LAMON @ GILBERT T3 Ramon D. Ramey
Tenant's Signature

DECEMBER 22ND 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).

LAMON @ GILBERT T3 Ramon D. Ramey
Tenant's Signature

DECEMBER 22ND 2015
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): URINE WAS BEING SWEEP/MOPPED TO CLEAN THE BUILDING FLOOR.

LIST OF EACH PROBLEM

INTERPRETER

- 1) RODENTS
- 2) BLACK WIDOWS
- 3) BROWN RECLUSES
- 4) BATHROOM SINK (UNDERNEATH)
- 5) TOILET
- 6) STAIRWELLS
- 7) WALLS
- 8) FIRE ESCAPE (OCCUPANCY)
- 9) SMOKING (TABACCO, ETC)
- 10) DRUG USAGE (RISKY DRUG & ALCOHOL USAGE)
- 11) DRUG SELLING
- 12) TENDANT SPITTING AND USING THE RESTROOM ON THE FLOOR OF BUILDING
- 13) TENDANT ASSAULTING ME IN MY OWN ROOM.
- 14) TENDANT'S ~~AND~~ VIOLENTLY PANHANDLING.
- 15) TENDANT'S BREAKING ALL THE BATHROOM MIRRORS.
- 16) VISITING HOURS BEING VIOLATED.
- 17) TENDANTS EATING OUT OF THE TRASH ROOMS TRASH CAN.
- 18) ~~NON~~ NON-TENDANTS PROSTITUTING INSIDE THE STAIR WELLS w/ JOHN
- 19) BEDBUGS & HOW DO THEY BITE? & COCK ROACHES & HOW DO THEY DIVE OFF WALLS
- 20) NON-TENDANTS USING THE BATHROOMS TAKING SHOWERS.
- 21) NON-TENDANTS SLEEPING IN THE STAIRWELL AFTER BREAK IN BUILDING.
- 22) NON-TENDANTS SCREAMING FROM THE FIRE ESCAPE.
- 23) NON-TENDANTS ASSAULTING ME BURNING ME WITH PIPES ASSAULTING ME
- 24) TENDANTS TAKING MY PERSONAL BELONGINGS OUT OF THE TRASH CAN (TRASH)
- 25) NON-TENDANTS FIGHTING, USING THE RESTROOM ON THE FLOOR IN THE STAIRWELL, SEWING DRUGS, SMOKING, USING DRUGS BEING TOO NOISY AT SLEEPING HOURS.
- 26) I NEED AN INTERPRETER
- 27) OUTLAWING THE LAW NO STRUCTURE
- 28) I CAN'T HAVE MANKONNEN ABDO PHONI
- 29) I AM BEING THREATENED FOR THE IDEA OF FR
- 30) IT'S A CRASH PAD FOR THE HOMELESS.
- 31) PHYSICAL THERAPY
- 32) BLANKETS LEFT IN TRASH ROOM TO SLEEP INSIDE BUILDING
- 33) YEAR AFTER YEAR I HAVE TO NOTIFY VECTOR CONTROL, ~~THE~~ BUILDING INSPECTOR, OAKLAND POLICE DEPARTMENT, OAKLAND FIRE DEPARTMENT FOR BUILDING TROUBLES.
- 34) VISITING HOURS.
- 35) 20 ^{# OF ROOMS INCLUDING ME} OUT OF 22 ARE USING DRUGS
- 36) THE BUILDING WAS BUILT BEFORE DECREASE IN HOUSING SERVICES. (A HABITABILITY PROBLEM (NO RETALIATION))

KE NOTICE" WHEN YOU SAY TO ME "I'LL PAY FOR IT I'LL GIVE YOU THE
RAY WHAT DO YOU WANT ME TO BOMB YOUR ROOM?" IT IS A TREAT THREA
BECAUSE THE WHOLE BUILDING NEEDS TO BE BOMBED AND YOU KEEP
PRODACHING ME NOT GETTING THE POINT OF THE WHOLE BUILDING
NEEDS THE BOMB BY A PROFESSIONAL. I WON'T WIN ANY ARGUMENT
BECAUSE THE NESES NECESSITIES YOU'LL OFFER TO TAKE CARE OF
ME INSULTING MY INTELLIGENCE MEANING THE PROBLEM YOU WILL
EVER 100% ABSOLUTELY SOLVE SO THAT'S WHY I NEED (RAP)
RENT ADJUSTMENT PROGRAM AGENCY BECAUSE THE PERSONAL
NECESSITIES ARE POINTLESS AND IT'S A WASTE OF MONEY.

KE NOTICE" YOU WILL NEVER FIX THE OTHER TENTANTS FROM CREATING
PROBLEMS FOR ME PHYSICALLY AND FOR THE SAFETY OF THE BUILDING
FOR YOUR ALLOWANCE OF VISITING 3pm - 6pm NONE OF TENTANTS
SIDE BY AND THAT IS WHY I NEED (RAP) RENT ADJUSTMENT PROGRAM
AGENCY.

KE NOTICE" YOU ASK TENTANTS TO STOP SMOKING IN THE BUILDING
AND THROWING LIT CIGARETTES ON THE GROUND OF THE HALL AND
STAIRWELLS BUT THEY DON'T LISTEN TO YOU AND THAT IS WHY I
NEED (RAP) RENT ADJUSTMENT PROGRAM AGENCY.

KE NOTICE" THAT THE BATHROOM WINDOW IS STILL BROKEN (4 MONTHS NOW)

KE NOTICE" THE SHOWER CURTAIN STILL HAS POOP ON IT (6 MONTHS NOW).

KE NOTICE" THE RAT HOLE IS STILL DIRECTLY NEXT TO THE SINK THAT IS NO
LONGER GLUED TO THE WALL ANYMORE (6 MONTHS NOW).

KE NOTICE" FOR THEM THREE MORE TAKE NOTICES I NEED THE (RAP)
RENTAL ADJUSTMENT PROGRAM AGENCY.

KE NOTICE" I FEEL LIKE YOUR TRYING TO TELL ME THAT MY LIFE SHOULDN'T
BE WORTH LIVING FOR AND THAT'S WHY I NEED (RAP) RENTAL ADJUSTMEN
T PROGRAM AGENCY.

ARE NOTICE THAT I DO NOT USE THE NEIGHBORHOOD TO URINATE AND I ONLY TAKE A SHOWER ONCE A WEEK OPPOSE
TO EVERYDAY AND THIS WEEK I DIDN'T GET TO TAKE A SHOWER 12/19/2015
I AM NOT ALLOWED TO TAKE SHOWERS LIKE I WAS ABLE TO IN THE BEGINNING
RAINING (SHOWER ONCE A WEEK FOR 4 WEEKS UNTIL ^{NOV} 12/19/2015) AND THAT'S
WHY WE NEED THE (RAP) RENTAL ADJUSTMENT PROGRAM AGENCY.

"TAKE NOTICE" I CLEAN MY ROOM UP MONDAYS, WEDNESDAYS, FRIDAYS AND ~~MAJOR CLEAN~~
MAJOR CLEAN-UP SATURDAYS. AND "TAKE NOTICE"

"I HAVE ASKED TO HELP AROUND THE BUILDING SWEEPING, MOPPING ETC BUT YOU TELL
SOMEONE ELSE WILL DO IT AND THAT IS WHY WE NEED (RAP) RENTAL ADJUSTMENT
PROGRAM AGENCY FOR THE TWO MORE TAKE NOTICES.

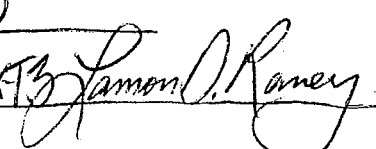
"TAKE NOTICE" YOU ARE NOT VERY TRUTHFUL WITH ME MARY DIDN'T BRING ME MY MAIL MY NEXT
DOOR NEIGHBOR 12/24/2015 THAT'S WHY WE NEED (RAP) RENTAL ADJUSTMENT PROGRAM AGENCY.

"TAKE NOTICE" THAT I DON'T LIKE BEATING A DEAD CAT AND I DON'T LIKE OR ENJOY CRYING OVER
SPOILED MILK OR ACCUSED OF STEALING COOKIES OUT OF THE COOKIE JAR AND THAT'S WHY WE
NEED (RAP) RENTAL ADJUSTMENT PROGRAM AGENCY.

"TAKE NOTICE" AFTER THE DATE OF 7/3/2014 MY CEILING HAD BEEN LEAKING WATER FROM THE
WINTER SEASONS (EVERYTIME IT RAINED) AND I NEEDED A HOME DEPOT BUCKET TO CATCH THE WATER
DRAINING FROM THE CEILING SINCE FEB. 2ND 2013 AND AFTER 7/3/2014 I HAD TO KEEP CALLING
YOU CHECKING TO SEE WHEN YOU WERE GOING TO FIX IT AND IT WAS NOT FIXED UNTIL AFTER
THE 2ND TIME IT RAINED IN 2015 AND THAT IS WHY WE NEED (RAP) RENTAL ADJUSTMENT
PROGRAM AGENCY AND DFOSTER RECORD ID#1402521 CITY OF OAKLAND.

"TAKE NOTICE" I REALLY KNOW THAT YOU ARE A GOOD PERSON BOTH OF YOU AND YOU TRY TO
TAKE CARE OF ME THE BEST YOU CAN AND I REALLY ENJOY YOU BOTH BUT WE
REALLY NEED THIS (RAP) RENTAL ADJUSTMENT PROGRAM AGENCY FOR ME FOR
THE RESPECTS DUE.

"TAKE NOTICE" I HAVE NEVER DISRESPECTED YOUR PROPERTY AND THAT'S WHY (RAP)
RENTAL ADJUSTMENT PROGRAM AGENCY IS SO VERY IMPORTANTLY NEEDED FOR YOU
AND ME TOO.

NAME: LAMON RANEY ©
SIGNATURE: LAMON © 

DATE: DECEMBER 25TH 2015

2016 APR 12 PM 1:13

4/12/16

Meza Tesfaeta
Mankonnen Abdo

P.O. Box 7472
Berkeley, CA 94707
Case # T16-0006

RE: Habitability issues and Illegal Rent Increase

Dear landlords,

I have been a tenant at 2329 San Pablo Avenue since February 2nd, 2013.

I am writing you to formally request that you address the following habitability issues:

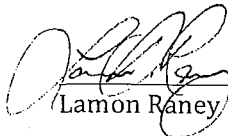
- 1) Cockroaches
- 2) Bed Bug Infestation
- 3) Mold
- 4) Toilets, sinks and bathtubs are not sanitary (blood, feces, other harmful liquids are present)

It is your responsibility under California civil code 1941.1 to address these issues. Failure to address these issues is also a violation of the Tenant Protection Ordinance O.M.C. 08.22.640.

Furthermore, there's an increased amount of illegal drug use and drug deals occurring inside and outside of the premises. There are numerous amounts of prostitution and sex trafficking, shootings, physical violence and abuse, threats and harassment.

Please respond to this letter in writing within 5 days with a plan to address these issues. My tenancy is protected under Oakland's Just Cause Ordinance (Measure EE) as well as the Rent Adjustment Program.

Please be advised that California Civil Code 1942.5 as well as the Tenant Protection Ordinance O.M.C. 08.22.640 prohibit you from retaliating against me in any way for asserting my rights as a tenant. We are working with a tenant's rights organization.

 @NRAZD#04-7501449433
Lamon Raney

CC: Rent Adjustment Program

RENT ADJUSTMENT PROGRAM
2016 APR 12 PM 1:13

2016 APR 12 PM 1:13

CHRONOLOGICAL CASE REPORT

Case No.: T16-0038
Case Name: Wilkins v. Advent
Property Address: 1733 12th Street, Oakland, CA
Parties: Reginald Wilkins (Tenant)
Advent Properties, Inc. (Landlord)

PROPERTY OWNER & TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	January 21, 2016
Landlord Response filed	February 24, 2016
Hearing Decision issued	July 8, 2016
Corrected Decision issued	July 29, 2016
Tenant Appeal filed	August 4, 2016
Property Owner Petition filed	August 12, 2016

City of Oakland Residential Rent Adjustment Program 250 Frank Ogawa Plaza, Suite 5313 Oakland, California 94612 (510) 238-3721	2016 AUG 12 PM 3:50 APPEAL
Appellant's Name <i>New Bridge Neighbors GP</i>	Landlord <input checked="" type="checkbox"/> Tenant <input type="checkbox"/>
Property Address (Include Unit Number) <i>1733 12th St, Oakland, CA 94607</i>	
Appellant's Mailing Address (For receipt of notices) <i>1480 Moraga Rd # I-2004</i> <i>Moraga, CA 94556</i>	Case Number <i>T2016-0038</i> Date of Decision appealed <i>July 8, 2016 and July 26, 2016</i>
Name of Representative (if any) <i>Advent Properties, Inc.</i>	Representative's Mailing Address (For notices) <i>1600 Mac Arthur Blvd</i> <i>Oakland, CA 94602</i>

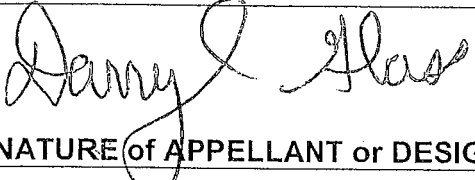
I appeal the decision issued in the case and on the date written above on the following grounds:
 (Check the applicable ground(s). Additional explanation is required (see below). Please attach additional pages to this form.)

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 1. 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 Aug 11, 2006, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

Name	Reginald Wilkins		RECEIVED CITY OF OAKLAND RENT ARBITRATION PROGRAM 2016 AUG 12 PM 3:50
Address	1733 12th St.		
City, State Zip	Oakland, CA 94607		
Name			
Address			
City, State Zip			

	08/11/16
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

IMPORTANT INFORMATION:

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

- Appeals filed late without good cause will be dismissed.
- You must provide all 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.



ADVENT PROPERTIES, INC.

BUY | SELL | PROPERTY MANAGEMENT

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2016 AUG 12 PM 3:50

August 11, 2016

Re: Corrected Hearing Determination Decision, Wilkins v. Advent Case Number T16-0038
Property Address: 1733 12th Street, Oakland, CA 94607

To Barbara Kong-Brown, Esq,

Mr. Reginald Wilkins has filed three appeals in regards to this matter on Case Number T16-0038. This is the owner/agent response for the appeals dated 7/27/16 and 8/4/16.

On July 27th, 2016 Mr. Wilkin's appeal submitted "proof" in the form of envelopes from the notices that he had received. His evidence further proves that our method of saving the envelopes, matches the dates that the post office receives them.

These first two notices/envelopes were sent from our office, by purchasing and printing postage from "stamps.com". This is a legal and valid service to print postage, and prints both date and zip code that the letters were mailed from. We then scan the envelopes as proof of date that we mailed notices. The notice on January 19th, 2016 was received and processed by the post office on same date. Additionally, the notice from December 1, 2015 was processed by the post office on December 2, 2015 as can be seen by the post office marks on the evidence that Mr. Wilkins present

The third envelope he is referring to was done with a postage metering machine from Pitney Bowes that we had in our office. It shows mailed date of June 23, 2014. Mr. Wilkin's claims to never have received this notice, but is now providing the envelope as proof of evidence thus showing he in fact did receive the RAP notice on June 23, 2014. This makes the RAP notice legally valid by his own evidence, and thus additional proof that our Rent Increase was legal and valid. This is further attested to in both the Hearing decision and Corrected Hearing Decision referenced to this case.

In reference to Mr. Wilkins appeal dated 8/4/16, he claims the landlord and Barbara Kong-Brown colluded on this hearing determination. As you are well aware, we cannot discuss the case with any hearing officer, except for during the actual Rent Board hearing. We presented our evidence, in the manner required, and filed an appeal to the original Hearing Determination, just as Mr. Wilkins did. We received the Corrected Hearing Determination and are in full agreement that this is correct and legally valid as our attorney has reviewed the documents as well.

Thank you for your time and consideration on this matter.

Respectfully,

Darryl Glass, CCRM
General Manager

Advent Properties, Inc. 1600 MacArthur Blvd, Oakland, CA 94602

Office: 510.250.7918 Direct: 510.500.7531 Fax: 800.507.6593

Email: pm@adventpropertiesinc.com

000051

2016 AUG -4 PM 2:44

APPEAL

City of Oakland Residential Rent Adjustment Program 250 Frank Ogawa Plaza, Suite 5313 Oakland, California 94612 510) 238-3721			
Appellant's Name REGINALD WILKINS		Landlord <input type="checkbox"/> Tenant <input checked="" type="checkbox"/>	
Property Address (Include Unit Number) 733 -12th ST OAKLAND, CA 94607			
Appellant's Mailing Address (For receipt of notices) 733 -12th ST OAKLAND, CA 94607		Case Number T16-0038	
Name of Representative (if any)		Date of Decision appealed July 26, 2016	
		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.*

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
Violations Subject to Administrative Citation

2016 AUG -4 PM 2:44

Violations, whether by the tenant or the landlord, to specific provisions of the Rent Adjustment Ordinance may be subject to administrative citation.

Specific violations in which a citation may be issued include the following:

1. A tenant or landlord has failed or refuses to comply with the terms of the mediation agreement or the final order of the Hearing Officer or Board.
2. A landlord is demanding payment of a rent increase in excess of that permitted after a tenant has filed a petition challenging a rent increase(s).
3. A tenant failed to pay the Rent Adjustment Program Service Fee pass-through as required.
4. A landlord failed to pay the Rent Adjustment Program Service Fee as required.
5. A landlord failed to file notice with the Rent Adjustment Program that a unit is no longer exempt as required.

In order for the Rent Adjustment Program to investigate possible violations, a Declaration must be made in writing and submitted to our office, at:

City Of Oakland
Rent Adjustment Program
250 Frank H. Ogawa Plaza, Ste. 5313
Oakland, CA 94612.

If you have any further questions, please contact our office between the hours of 8:30am and 5:00pm at (510) 238-3721.

000052

2016 AUG -6 10 21 24

This is my appeal to the 'Corrected Hearing Decision' issued by Barbara Kong-Brown on July 26, 2016 in the case #T16-0038. In this appeal, I will show that the landlord has failed and refuses to comply with the terms of a final decision ordered by a hearing officer in case #T15-0219. My concerns are as follows:

*T15-0219 awarded me a reduced amount for rent because I had lived with decreased housing for more than a year. I requested repairs, but my requests were ignored. T15-0219's final decision reduced my rent due to decreased services. This order was to stand until August 2016 at which time my rent would be increased to \$957. The penalty could have been more severe, but City statutes only extend to a one year time period. I was afforded the opportunity to take the landlord to Small Claims Court, (because of the extended period I was subjected to decreased housing) but I did not do so, willing to let things stand and hope that this was over with.

*I want to establish the landlord's deceitful practices as they shall be referred to again in this appeal. In the preliminary hearing for T15-0219, their response for not making repairs was that I had not informed them. This was quickly proved to be a blatant falsehood.

*They also presented a photocopy of an envelope purported to contain a RAP notice dated June 23, 2014. I informed the hearing officer that I had never received that notice. I also questioned how could they obtain a copy of a letter mailed to me by USPS. They had no answer at that time. I contend that the evidence is forged.

All of this occurred in the preliminary hearing. A second hearing was scheduled but the landlord neglected to attend. All their evidence was presented at the preliminary hearing. A final decision was handed down, reducing my rent for reduced services and dismissing the RAP notice. The landlord was afforded a twenty day window to appeal, but they did not utilize it. This renders the RAP notice null and void.

*After more than a year, and an order from the City of Oakland, repairs were finally made. They were shoddy and unprofessional, but they were made. The shower is leaking again, they are aware of it, but have made no attempt to repair it. I have requested them to repair the fence in the backyard. They came and propped it up, but it is still in disrepair and is a hazard because the neighbor's dog still has access to my backyard. I have tried to impress upon them that the floor is damaged in another spot, but the city inspector says I can have a "spongy" floor.

In December 2015, I received a RAP notice informing me that my rent would be increased to \$950 beginning in January 2016. I informed the landlord that I had been awarded a reduced rent to last until August 2016, as this would be restitution for the overpayments I had been remitting. He responded that he was enforcing the RAP notice from June 2014. I informed him that that notice had been deemed invalid and dismissed. He said something to the effect of "Yeah, you'll see." I remitted my rent for January 2016 in the amount ordered by T15-0219. The landlord returned my payment and placed a three(3) day notice on my door. I wondered about the supreme confidence he displayed, attempting to enforce and unenforceable notice. To my horror, I found out soon enough.

I filed complaint T16-0038 disputing the RAP notice from December 2015. The City accepted my complaint and issued an order telling the landlord that no rent increase could be implemented until a

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM
2016 AUG 4 PM 2:44

To my horror, my appeal was addressed by Barbara Kong-Brown! In her corrected decision, she threw out my awarded restitution, upheld her decision to enforce a dismissed RAP notice and ordered me to pay a higher amount.

Her initial final decision was dated July 8, 2016. This would afford me until at least close of business July 28, 2016 to appeal. She issued her 'corrected decision' on July 26th, thereby denying me due process of appeal. I placed more evidence in the receptacle at the Housing Assistance center on July 27th, but it was never given a chance to be considered. By not allowing the complete 20 day appeal time frame, she is depriving me of my rights. I will need for this to be explained to my legal counsel.

In her corrected decision, she would be negating my restitution for living in substandard conditions. (She now says my rent should be \$950, but no reason was given for changing her mind.) She would be implementing a very questionable notice, one that I still contend I never received.

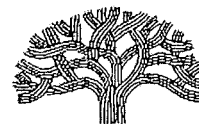
She denied me decreased services, even though she and the landlord are aware the shower is leaking.

The fact that the landlords were supremely confident enforcing a dismissed RAP notice and the fact that Barbara Kong-Brown so readily applied it, cannot be coincidence. I need to know how cases assigned to hearing officers. Do they request them or chose which ones they want or are they assigned to them?

I am contending that Barbara Kong-Brown conspired with the landlords to deny me due process. In her 'corrected decision' she states that my appeal is granted in part.

Which part?

Reginald Wilkins



P.O. BOX 70243, OAKLAND, CA 94612-2043

CITY OF OAKLAND

Housing and Community Development Department
Rent Adjustment Program

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

CORRECTED HEARING DECISION

CASE NUMBER: T16-0038, Wilkins v. Advent

PROPERTY ADDRESS: 1733 12th Street, Oakland, CA

DATE OF HEARING: May 12, 2016

DATE OF DECISION: July 8, 2016

DATE OF CORRECTED HEARING DECISION: July 26, 2016

APPEARANCES:

Reginald Wilkins	Tenant
Tommy Suh	Owner Representative
Darryl Glass	Property Manager

SUMMARY OF DECISION

The tenant's petition is GRANTED IN PART. The decreased housing service claim is DENIED. **This is an entirely new Decision and sets out a new appeal period.**

INTRODUCTION

The Hearing Officer issued a Decision in this case on July 8, 2016. There is a correction in the amount of rent owed by the tenant. The Hearing Decision states that the amount of rent owed is \$5,102.94. This is incorrect. The corrected amount of rent owed is \$6,653.43 (January through July 2016 at \$950.49 per month).

The tenant, Reginald Wilkins, filed a petition on January 21, 2016, which contested a monthly rent increase from \$851.49 to \$950.00 on the grounds that the increase exceeds the CPI adjustment and is unjustified or greater than 10% and that he did not receive the Notice of the Rent Adjustment Program (RAP) at least six months before the effective date of the contested rent increase. He also claimed the following decreased housing services:

1. Shower leaking;
2. Kitchen floor is uneven and buckles;
3. Rat infestation in building in front of tenant's building.

The owner filed a timely response, which stated that the RAP notice was provided to the tenant on June 23, 2014, and denies the decreased housing service claims.

THE ISSUES

1. Has the tenant received the Notice of the Rent Adjustment Program?
2. What is the tenant's monthly base rent?
3. Have the tenant's housing services been decreased and if so, what amount of restitution is owed to him?

EVIDENCE

Notice of the Existence of the Rent Adjustment Program/Rent History

The tenant testified that he has never received the Notice of the existence of the Rent Adjustment Program (RAP). He moved into his unit in June 2008 at an initial monthly rent of \$850.00. He paid this amount from January to April 2016, and these checks were returned because the owner stated that the check amounts were incorrect and should have been \$950.49. At the time of the Hearing the tenant had not paid rent for May 2016, and testified that his rent was not due until May 15, 2016. He testified that he is currently paying \$850.49 and testified that pursuant to a prior hearing decision he should pay this amount until August 2016.¹

The owner provided copies of letters for January and February 2016, addressed to the tenant, which stated that his checks in the amount of \$852.00 were being returned because it was not the correct amount, which should have been \$950.49, and that he was \$2,024.96 in arrears.²

The owner provided a copy of a RAP notice to the tenant dated June 23, 2014, and a copy of an envelope addressed to the tenant, which was postmarked "June 23, 2014."³ The tenant filed a prior petition in case T15- 0219, and denied that he had ever received the RAP notice. The hearing officer in that case determined that the tenant did not receive the RAP notice. However, the owner did not appear at that hearing due to a scheduling error so there was no evidence to controvert the tenant's testimony.

In this case, the owner representative testified that he provided the RAP notice on June 23, 2014, and provided a copy of the RAP notice as well as an envelope with a postmark of June 23, 2014. He also provided a copy of the RAP notice on December 1, 2015, and a notice to restore the monthly base rent to \$ 1,057.00, less rent reductions

¹ T15-0219, Wilkins v. New Bridge

² Ex. No. 17-18; 36-37

³ Ex. nos. 8-9

resulting in a monthly rent of \$950.49.⁴ The prior Hearing Decision also determined that the owner could increase the tenant's rent to the contracted amount of \$1,057.00 by providing a 30 day RAP notice pursuant to the Rent Ordinance and Civil Code Section 827.

The prior Hearing Decision set the tenant's monthly contract rent at \$1,057.00, with a credit of \$100.00 for work performed by the tenant, which reduced the monthly rent to \$957.00. The tenant testified that this credit ended in September 2015. The prior hearing decision granted a rent reduction of \$21.14 for a leaking roof and ceiling in the bedroom, and \$21.14 for a rodent infestation.⁵ The prior hearing decision stated that the owner could increase the tenant's rent by \$42.28 upon completion of repairs to the bedroom roof and ceiling and provision of a monthly pest control service. The city inspector stated that all repairs had been made and abated by June 29, 2015.⁶

Decreased Housing Services

Shower leaking-The tenant testified that the shower was repaired in October but the owner used shoddy material and the shower is leaking again. He further testified that he called Horizon Kent, the maintenance person, in late January or early February 2016 about his complaint. The tenant called a city inspector who came to his unit in March 2016 but he did not tell the inspector about his complaint about the shower. The owner representative testified that the tenant has never reported this to management and the first notice about this complaint was at this hearing.

Kitchen floor buckling-The tenant testified that when the city inspector came to his unit in March 2016 he told the tenant that it was okay to have uneven floors in old buildings. The owner representative testified that at the inspection of the tenant's unit the city inspector told the tenant his complaint about the kitchen floors was unfounded.

The prior hearing decision stated that the kitchen floors were repaired in May 2015.⁷ Additionally, the record notes from the city inspector state that the kitchen floors were repaired by June 18, 2015.⁸

Rodents in building in front of tenant's unit

The tenant testified that there are rodents in the building in front of his unit and there are rats in the basement area, and he had to get a cat to fight off the rodents. He reported this to the city inspector.

The owner representative testified that during his inspection in March 2016 the inspector stated that he did not notice anything and there are four other tenants who

⁴ Ex. No. 1-3

⁵ See fn.1

⁶ Ex. No. 28-

⁷ T15-0219, Wilkins v. New Bridge, p. 7

⁸ Ex. No. 34

have not made any such complaints. The inspector's notes also indicate that the rodent issue was abated on June 29, 2015.⁹

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Notice of the Existence of the Rent Adjustment Program/Monthly Base Rent

The Rent Adjustment Ordinance requires an owner to serve notice of the existence and scope of the Rent Adjustment Program (RAP Notice) at the start of a tenancy¹⁰ and together with any notice of rent increase.¹¹ An owner may cure the failure to give notice at the start of the tenancy. However, a notice of rent increase is not valid if the effective date of increase is less than six months after a tenant first receives the required RAP notice.¹² Based on the evidence submitted the tenant received the notice of the existence of the Rent Adjustment Program (RAP) on June 23, 2014.

The prior Hearing Decision in T15-0219 determined that there was a continuing decreased housing service regarding a leaking roof and ceiling in the bedroom and granted \$21.14 based on an ongoing violation. The Hearing Decision also stated that the contracted monthly rent is \$1,057.00, and that the legal monthly rent was \$957.00. However, the owner's notice of restoration of rent was to \$950.49.

The prior Hearing Decision in T15-0219 also determined that the tenant did not receive the RAP notice on June 23, 2014. There is substantial evidence to support a finding that the owner provided the tenant with the RAP notice in June 2014, and that he provided the required notices to restore the net monthly rent to \$950.49, effective January 1, 2016, before deductions for current decreased housing services.

Decreased Housing Services

Under the Oakland Rent Ordinance, a decrease in housing services is considered to be an increase in rent and may be corrected by a rent adjustment.¹³ However, in order to justify a decrease in rent, a decrease in housing services must be the loss of a service that seriously affects the habitability of a unit or one that is required to be provided in a contract between the parties. The tenant has the burden of proving decreased housing services by a preponderance of the evidence. The tenant also has the burden of proving notice to the owner about a complaint and the owner must be afforded a reasonable opportunity to respond to the complaint.

⁹ Ex. No. 32

¹⁰ O.M.C. Section 8.22.060(A)

¹¹ O.M.C. Section 8.22.070(H)(1)(A)

¹² O.M.C. Section 8.22.060(C)

¹³ O.M.C. Section 8.22.070(F); O.M.C. Section 8.22.110(E)

Shower leak

The tenant has not sustained his burden of proof of notice to the owner about his complaint regarding the shower and compensation for this item is denied. However, the owner is now on notice of this complaint.

Kitchen floor buckling

Compensation for this item is denied. A city inspector determined that this issue was abated on June 29, 2015. Additionally, this issue was decided in case T15-0219, in which the hearing officer determined that repairs were made in May 2015, and granted compensation for a past decreased housing service until May 2015.

Rodent Infestation

Compensation for this item is denied. The owner testified that the city inspector made a site inspection in March 2016 and found nothing. The Order in T15-0219 which granted \$21.14 for a continuing decreased housing service regarding rodents is superseded. In the current case, the owner testified that when the city inspector made the site inspection in March 2016 he did not find any evidence of rodents. This was corroborated by the city inspector's notes that determined that the rodent issue was abated on June 29, 2015.

Leak in Roof and Ceiling

There is an outstanding issue regarding a current decreased housing service about a leak in the roof and ceiling in the bedroom pursuant to the hearing decision in T15-0219. The tenant is entitled to a rent reduction of \$21.14 until this condition is repaired.

ORDER

1. Petition T16-0038 is granted in part. The tenant's legal rent from January 2016 through July 2016 is \$950.49.¹⁴ The tenant's base rent is \$1,057.00 monthly, effective August 1, 2016, before deductions for current decreased housing services.
2. The tenant owes rent for January through July 2016, in the amount of \$6,653.43.¹⁵

¹⁴ The Hearing Decision in T15-0219 which set the tenant's legal rent at \$850.00 from November 2015 to July 2016 was based on a finding that the owner did not provide the RAP notice to the tenant in June 2014; The owner provided substantial evidence in this Hearing which supports a finding that he gave the RAP notice to the tenant in June 2014\

¹⁵ This assumes that the tenant has not paid rent for May, June or July 2016; If so, this amount may be offset against the rent underpayment

3. The tenant is entitled to a continuing monthly rent reduction for the condition of the leak in the roof and ceiling in the bedroom, in the monthly amount of \$21.14. The rent payments are amortized as follows:

Base Rent	\$1,057.00
Less \$21.14 for current decreased housing service	- \$21.14
+ rent underpayments \$6,653.43(\$950.49 x 7)/12=\$554.45	+ \$554.45
Rent payment commencing August 1, 2016 and ending July 1, 2017	\$1,590.31

4. When the owner repairs the leaking roof and ceiling in the bedroom he may increase the tenant's rent by \$21.14, subject to compliance with the notice requirements in the Rent Ordinance and California Code Section 827.
5. Right to Appeal: **This decision is the final decision of the Rent Adjustment Program Staff.** Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) 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: July 26, 2016



Barbara Kong-Brown, Esq.
 Senior Hearing Officer
 Rent Adjustment Program

PROOF OF SERVICE

Case Number T16-0038

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

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

Tenant

Reginald Wilkins
1733 12th St
Oakland, CA 94607

Owner

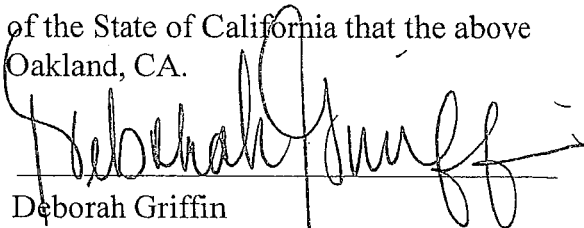
New Bridge Neighbors
1480 Moraga Rd Ste. I-204
Moraga, CA 94556

Owner Representative

Advent
1600 MacArthur Blvd
Oakland, CA 94602

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on July 29, 2016 in Oakland, CA.


Deborah Griffin

000062



P.O. BOX 70243, OAKLAND, CA 94612-2043

CITY OF OAKLAND

Housing and Community Development Department
Rent Adjustment Program

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

HEARING DECISION

CASE NUMBER: T16-0038, Wilkins v. Advent

PROPERTY ADDRESS: 1733 12th Street, Oakland, CA

DATE OF HEARING: May 12, 2016

DATE OF DECISION: July 8, 2016

APPEARANCES:

Reginald Wilkins	Tenant
Tommy Suh	Owner Representative
Darryl Glass	Property Manager

SUMMARY OF DECISION

The tenant's petition is GRANTED IN PART. The decreased housing service claim is DENIED.

INTRODUCTION

The tenant, Reginald Wilkins, filed a petition on January 21, 2016, which contested a monthly rent increase from \$851.49 to \$950.00 on the grounds that the increase exceeds the CPI adjustment and is unjustified or greater than 10% and that he did not receive the Notice of the Rent Adjustment Program (RAP) at least six months before the effective date of the contested rent increase. He also claimed the following decreased housing services:

1. Shower leaking;
2. Kitchen floor is uneven and buckles;
3. Rat infestation in building in front of tenant's building.

The owner filed a timely response, which stated that the RAP notice was provided to the tenant on June 23, 2014, and denies the decreased housing service claims.

THE ISSUES

1. Has the tenant received the Notice of the Rent Adjustment Program?
2. What is the tenant's monthly base rent?
3. Have the tenant's housing services been decreased and if so, what amount of restitution is owed to him?

EVIDENCE

Notice of the Existence of the Rent Adjustment Program/Rent History

The tenant testified that he has never received the Notice of the existence of the Rent Adjustment Program (RAP). He moved into his unit in June 2008 at an initial monthly rent of \$850.00. He paid this amount from January to April 2016, and these checks were returned because the owner stated that the check amounts were incorrect and should have been \$950.49. At the time of the Hearing the tenant had not paid rent for May 2016, and testified that his rent was not due until May 15, 2016. He is currently paying \$850.49 and testified that pursuant to a prior hearing decision he should pay this amount until August 2016.¹

The owner provided copies of letters for January and February 2016, addressed to the tenant, which stated that his checks in the amount of \$852.00 were being returned because it was not the correct amount, which should have been \$950.49, and that he was \$2,024.96 in arrears.²

The owner provided a copy of a RAP notice to the tenant dated June 23, 2014, and a copy of an envelope addressed to the tenant, which was postmarked "June 23, 2014."³ The tenant filed a prior petition in case T15- 0219, and denied that he had ever received the RAP notice. The hearing officer in that case determined that the tenant did not receive the RAP notice. However, the owner did not appear at that hearing due to a scheduling error so there was no evidence to controvert the tenant's testimony.

In this case, the owner representative testified that he provided the RAP notice on June 23, 2014, and provided a copy of the RAP notice as well as an envelope with a postmark of June 23, 2014.

The prior hearing decision set the tenant's monthly contract rent at \$1,057.00, with a credit of \$100.00 for work performed by the tenant, which reduced the monthly rent to \$957.00. The tenant testified that this credit ended in September 2015. The prior hearing decision granted a rent reduction of \$21.14 for a leaking roof and ceiling in the

¹ T15-0219, Wilkins v. New Bridge

² Ex. No. 17-18; 36-37

³ Ex. nos.8-9

bedroom, and \$21.14 for a rodent infestation.⁴ The prior hearing decision stated that the owner could increase the tenant's rent by \$42.28 upon completion of repairs to the bedroom roof and ceiling and provision of a monthly pest control service. The city inspector stated that all repairs had been made and abated by June 29, 2015.⁵ The prior Hearing Decision also determined that the owner could increase the tenant's rent to the contracted amount of \$1,057.00 by providing a 30 day RAP notice pursuant to the Rent Ordinance and Civil Code Section 827.

Decreased Housing Services

Shower leaking-The tenant testified that the shower was repaired in October but the owner used shoddy material and the shower is leaking again. He further testified that he called Horizon Kent, the maintenance person, in late January or early February 2016 about his complaint. The tenant called a city inspector who came to his unit in March 2016 but he did not tell the inspector about his complaint about the shower. The owner representative testified that the tenant has never reported this to management and the first notice about this complaint was at this hearing.

Kitchen floor buckling-The tenant testified that when the city inspector came to his unit in March 2016 he told the tenant that it was okay to have uneven floors in old buildings. The owner representative testified that at the inspection of the tenant's unit the city inspector told the tenant his complaint about the kitchen floors was unfounded.

The prior hearing decision stated that the kitchen floors were repaired in May 2015.⁶ Additionally, the record notes from the city inspector state that the kitchen floors were repaired by June 18, 2015.⁷

Rodents in building in front of tenant's unit

The tenant testified that there are rodents in the building in front of his unit and there are rats in the basement area, and he had to get a cat to fight off the rodents. He reported this to the city inspector.

The owner representative testified that during his inspection in March 2016 the inspector stated that he did not notice anything and there are four other tenants who have not made any such complaints. The inspector's notes also indicate that the rodent issue was abated on June 29, 2015.⁸

⁴ See fn.1

⁵ Ex. No. 28-

⁶ T15-0219, Wilkins v. New Bridge, p. 7

⁷ Ex. No. 34

⁸ Ex. No. 32

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Notice of the Existence of the Rent Adjustment Program/Monthly Base Rent

The Rent Adjustment Ordinance requires an owner to serve notice of the existence and scope of the Rent Adjustment Program (RAP Notice) at the start of a tenancy⁹ and together with any notice of rent increase.¹⁰ An owner may cure the failure to give notice at the start of the tenancy. However, a notice of rent increase is not valid if the effective date of increase is less than six months after a tenant first receives the required RAP notice.¹¹ Based on the evidence submitted the tenant received the notice of the existence of the Rent Adjustment Program (RAP) on June 23, 2014.

The prior hearing decision in T15-0219 determined that there was a continuing decreased housing service regarding a leaking roof and ceiling in the bedroom and granted \$21.14 based on an ongoing violation. The hearing decision also stated that the contracted monthly rent is \$1,057.00.

The prior hearing decision in T15-0219 determined that the tenant did not receive the RAP notice on June 23, 2014. The owner did not appear at the hearing so there was no controverted evidence by the owner regarding the issue of service of the RAP notice in June 2014. However, in the current case, the owner appeared at the Hearing and provided sufficient evidence to support a finding that he provided the tenant with the RAP notice on June 23, 2014. Therefore, the tenant's monthly base rent is \$1,057.00 before deductions for current decreased housing services.

Decreased Housing Services

Under the Oakland Rent Ordinance, a decrease in housing services is considered to be an increase in rent and may be corrected by a rent adjustment.¹² However, in order to justify a decrease in rent, a decrease in housing services must be the loss of a service that seriously affects the habitability of a unit or one that is required to be provided in a contract between the parties. The tenant has the burden of proving decreased housing services by a preponderance of the evidence. The tenant also has the burden of proving notice to the owner about a complaint and the owner must be afforded a reasonable opportunity to respond to the complaint.

Shower leak

⁹ O.M.C. Section 8.22.060(A)

¹⁰ O.M.C. Section 8.22.070(H)(1)(A)

¹¹ O.M.C. Section 8.22.060(C)

¹² O.M.C. Section 8.22.070(F); O.M.C. Section 8.22.110E

The tenant has not sustained his burden of proof of notice to the owner about his complaint regarding the shower and compensation for this item is denied. However, the owner is now on notice of this complaint.

Kitchen floor buckling

Compensation for this item is denied. A city inspector determined that this issue was abated on June 29, 2015. Additionally, this issue was decided in case T15-0219, in which the hearing officer determined that repairs were made in May 2015, and granted compensation for a past decreased housing service until May 2015.

Rodent Infestation

Compensation for this item is denied. The owner testified that the city inspector made a site inspection in March 2016 and found nothing. The Order in T15-0219 which granted \$21.14 for a continuing decreased housing service regarding rodents is superseded. The owner did not appear at the prior Hearing. In the current case, the owner testified that when the city inspector made the site inspection in March 2016 he did not find any evidence of rodents. This was corroborated by the city inspector's notes that determined that the rodent issue was abated on June 29, 2015.

There is an outstanding issue regarding a current decreased housing service about a leak in the roof and ceiling in the bedroom pursuant to the hearing decision in T15-0219. The tenant is entitled to a rent reduction of \$21.14 until this condition is repaired.

ORDER

1. Petition T16-0038 is granted in part. The tenant's legal rent from November 2015 through July 2016 is \$850.49 pursuant to the Hearing Decision issued in T15-0219. The tenant's base rent is \$1,057.00 monthly, effective August 1, 2016, before deductions for current decreased housing services.
2. The tenant owes rent for January through July 2016, in the amount of \$5,102.94.¹³
3. The tenant is entitled to a continuing monthly rent reduction for the condition of the leak in the roof and ceiling in the bedroom, in the monthly amount of \$21.14. The rent payments are amortized as follows:

¹³ This assumes that the tenant has not paid rent for May, June or July 2016; If so, this amount may be offset against the rent underpayment

Base Rent	\$1,057.00
Less \$21.14 for current decreased housing service	- \$21.14
+ rent underpayments \$5,102.94/12=\$425.25	+ \$425.25
Rent payment commencing August 1, 2016 and ending July 1, 2017	\$1,461.11

4. When the owner repairs the leaking roof and ceiling in the bedroom he may increase the tenant's rent by \$21.14, subject to compliance with the notice requirements in the Rent Ordinance and California Code Section 827.
5. Right to Appeal: **This decision is the final decision of the Rent Adjustment Program Staff.** Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) 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: July 8, 2016



Barbara Kong-Brown, Esq.
Senior Hearing Officer
Rent Adjustment Program

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

For filing stamp.

2016 FEB 24 PM 2:32

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 T16 - 0038 RC

OWNER RESPONSE

Please print legibly.

Your Name <i>New Bridge Neighbors</i>	Complete Address (with zip code) <i>1480 Moraga Rd Suite I-804 Moraga, CA 94556</i>	Phone: <i>510.332.8156</i> Email:
Your Representative's Name (if any) <i>Advent Properties, Inc</i>	Complete Address (with zip code) <i>1600 Mac Arthur Blvd Oakland, CA 94602</i>	Phone: <i>510.250.7918 x 2</i> Fax: <i>800.507.6593</i> Email: <i>pm@adventpropertiesinc.com</i>
Tenant(s) name(s) <i>Reginald Wilkins</i>	Complete Address (with zip code) <i>1733 12th St. Oakland, CA 94607</i>	

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 4 residential units in the subject building. I acquired the building on ___/___/___.

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

I. RENTAL HISTORY

The tenant moved into the rental unit on 05/01/2010.

The tenant's initial rent including all services provided was \$ 1000 / 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? 06/23/2014

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.**

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.

2016 FEB 24 PM 2:32

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.

Darryl Nass

Owner's Signature

02/19/2016

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

T16-0038 RC/BKB

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM Mail To: P. O. Box 70243 Oakland, California 94612-0243 (510) 238-3721	For date stamp. 2016 JAN 21 AM 10:31
--	---

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 <i>REGINALD WILKINS</i>	Rental Address (with zip code) <i>1733-12th ST, OAKLAND 94607</i>	Telephone <i>510 677 1661</i>
Your Representative's Name	Mailing Address (with zip code)	Telephone
Property Owner(s) name(s) <i>ADVENT</i>	Mailing Address (with zip code) <i>1608 MACARTHUR BL, OAKLAND 94602</i>	Telephone <i>510 250 7918</i> <i>" 488 4104</i> <i>" 206 8370</i>

Number of units on the property: 4

Type of unit you rent (circle one)	House	Condominium	Apartment, Room, or Live-Work
Are you current on your rent? (circle one)	<u>Yes</u>	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 checked="" 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 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 type="checkbox"/>	(i) My rent was not reduced after the expiration period of the rent increase based on capital improvements.
<input 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)

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

Date you moved into the Unit: _____ Initial Rent: \$ _____ /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: 12-1-15. 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		
12-1-15	1-1-16	\$ 851 ⁴⁹	\$ 950	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<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: 715-0219; # 1501204 CODE & COMP

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

20074

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.

Reginald Wells
Tenant's Signature

1-21-16
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).

Reginald Wells
Tenant's Signature

1-21-16
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): _____

To: Code and Compliance

2016 JUN 21 AM 10:31

Hello, my name is Reginald Wilkins. Last year, I filed a Code and Compliance complaint, #T15-0219. In that complaint, I pointed out leaks in the shower and roof, an electrical outlet that needed repairing and an uneven floor in the kitchen.

Some of the repairs were made, however, they were done shoddy and with not to much attention. For instance, the shower is leaking again and the kitchen floor continues to buckle, sink and is uneven in several spots, which is a tripping hazard. I contacted the maintenance manager for Advent Properties, Mr. Horizon Kent. He came out on January 11, 2016 and verified the repair that needs to be made to the kitchen floor. I am on disability and I have enough difficulty walking as it is.

I also complained of a rat infestation in the building in front of me, which they also manage. The building is about 30 feet from my residence and there is still a major rat infestation there.

Also, I was sent a RAP notice in December 2015 saying that my rent will be increased January 2016 from \$850.49 to \$950.49.

But, in the decision for complaint #T15-0219, it plainly states that my rent is to be \$850.49 until August 2016. I tried to point this out to the manager who says that ruling doesn't hold. I also pointed out that a RAP notice has to have more than a one month notice involved. He said that I received a RAP notice in 2015, but as the complaint readily proved, that was not the case. I also informed him of the more than 10% increase he was trying to enforce. None of this seems to matter to this person.

On January 15th, as per my rental agreement, I paid my rent. I placed a check in the amount of \$852.00 in the nightbox. The manager came out and said that was not enough. I again informed him of the ruling. He said he would give me a three day notice.

000076