

CITY OF
OAKLAND



ONE FRANK H. OGAWA PLAZA 6TH FLOOR • OAKLAND, CALIFORNIA 94612

Office of the City Attorney
Barbara J. Parker
City Attorney

(510) 238-3601
FAX: (510) 238-6500
TTY: (510) 238-3254

**THE HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD (HRRRB)
WILL HOLD A SPECIAL CLOSED SESSION ON
THURSDAY, May 25, 2017, FROM 6:30 P.M. to 7:00 P.M.
IN HEARING ROOM 1**

The HRRRB will Convene in Open Session Prior To Adjourning to Closed Session and will Report Out Any Final Decisions During the HRRRB Open Session Meeting Agenda

- 1) Pursuant to California Government Code Section 54956.9(a) & 54956.9(d)(1):

CONFERENCE WITH CITY ATTORNEY – PENDING LITIGATION

- a) **Sherman v. Oakland Rent Adjustment Board**
Superior Court of the State of California Case No. RG16-843773

FILED
OFFICE OF THE CITY CLERK
OAKLAND
2017 MAY 17 PM 4:02

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

May 25, 2017

7:00 P.M.

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

AGENDA

1. CALL TO ORDER
2. ROLL CALL
3. CONSENT ITEMS
 - i. Approval of minutes, April 27, 2017
4. OPEN FORUM
5. OLD BUSINESS
6. NEW BUSINESS
 - i. Report On Action Taken In Closed Session
 - ii. Appeal Hearing in Cases:
 - a. L15-0077; Premji v. Tenant
 - b. T15-0648; Williams v. Mahal
 - c. T16-0073; Ullman v. Tse
 - d. Discussion on Reviving Policy Standing Committee
7. SCHEDULING AND REPORTS
8. 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

2017 MAY 17 PM 4:02

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OFFICE OF THE CITY CLERK
OAKLAND

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 item, apparatus, etc.), then please be prepared to reasonably establish that the animal does, in fact, perform a function or task that you cannot otherwise perform.

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

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

**CITY OF OAKLAND
HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD**

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

DRAFT MINUTES

1. CALL TO ORDER

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

2. ROLL CALL

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

Staff Present

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

3. CONSENT ITEMS

i. Approval of minutes, April 13, 2017

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

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

Nay: 0

Abstain: K. Blackburn

The motion carried.

4. OPEN FORUM

No Speakers

5. NEW BUSINESS

i. Appeal in cases:

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

Appearances:

Property Owner Appellant

Ming Wong

Tenants

Tigist Desta
Frehewit Mengistu

Rebuttal

Mr. Wong
Ms. Desta
Ms. Mengistu

Board Discussion

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

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

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

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

The motion passed by consensus.

b. T15-0372; Gebrezadik v. Wong

Appearances:

Tenant Appellant

Kibreab Gebrezadik

Property Owner

Ming Wong

Rebuttal

Mr. Wong

Mr. Gebrezadik

Board Discussion

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

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

Nay: 0

Abstained: 0

The motion was approved by consensus.

b. T16-0141; Mengistu v. Wong

Appearances

Landlord Appellant

Ming Wong

Tenant

Frehewit Mengistu

Rebuttal

Mr. Wong
Mr. Mengistu

Board Discussion

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

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

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

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

Appearances:

Tenant Appellant

Marvin Merriweather

Property Owner

Karen Marquardt

Rebuttal

Mr. Merriweather
Ms. Marquardt

Board Discussion

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

000006

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

Nay: 0

Abstained: 0

The motion carried by consensus.

d. Discussion of Ghost Ship Fire

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

7. SCHEDULING AND REPORTS

The following items to be agenized:

1. Discussion of reviving the Policy Standing Committee

8. ADJOURNMENT

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

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CHRONOLOGICAL CASE REPORT

Case No.: L15-0077
Case Name: Premji v. Tenant
Property Address: 2520 Rampart Street, Oakland, CA
Parties: Marcela Nazzari & Diego Erausquin (Tenants)
Massey Premji (Property Owner)

TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Owner Petition filed	December 30, 2015
Tenant Response filed	February 1, 2016
Hearing Decision issued	April 28, 2016
Tenant Appeal filed	May 4, 2016
Owner Response to Appeal	May 17, 2017

000008

City of Oakland Residential Rent Adjustment Program 250 Frank Ogawa Plaza, Suite 5313 Oakland, California 94612 (510) 238-3721		RECEIVED MAY - 4 2016 APPEAL OAKLAND RENT ADJUSTMENT	
Appellant's Name MARCELA NAZZARI / DIEGO BRAUSQUIN		Landlord <input type="checkbox"/>	Tenant <input checked="" type="checkbox"/>
Property Address (Include Unit Number) 9261 SKYLINE BLVD OAKLAND 94611			
Appellant's Mailing Address (For receipt of notices) 9261 SKYLINE BLVD OAKLAND		Case Number L15-00773 Premier	
		Date of Decision appealed 4.19.16	
Name of Representative (if any)		Representative's Mailing Address (For notices)	

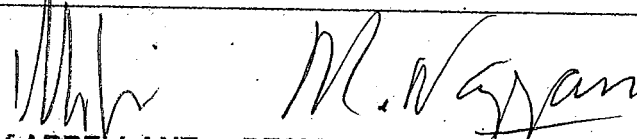
I appeal the decision issued in the case and on the date written above on the following grounds:
 (Check the applicable ground(s). Additional explanation is required (see below). Please attach additional pages to this form.)

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 . 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 5-04, 20016, 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>	MASSEY PREMJI
<u>Address</u>	637 Augustine Ct
<u>City, State Zip</u>	LAFAYETTE CA 945 94549
<u>Name</u>	
<u>Address</u>	
<u>City, State Zip</u>	

	5.4.2016
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.

2016 MAY -4 PM 1:48

May 3rd.2016

Dear Rental Board,

During our hearing, a very large topic was that our landlord rented us a house with an In - Law. She also stated she had no knowledge of it being lived in. The previous tenant also rented the house from our land lord was unable to make it to the hearing as she was recovering from the Flu and also clearly explained that not only was it a bedroom (living space downstairs) but that in fact the entire space was clearly rented to her as a house with an In-Law. During the hearing the Landlord clearly did not disclose the truth that both the previous tenants and us were rented a house with a separate In-Law.

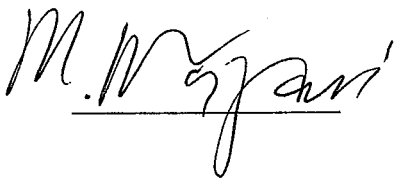
Furthermore, the agreed terms when we moved in, will be violated with the Landlords Petition as I have several correspondence that my portion of the rent could only be paid after posting on the 10th of each month.

Our attorney has all files and is out of town, however will follow up with Emails to landlord regarding rent dates and will supply a statement from the previous tenant and also see if she can make it on the date of Appeal once specified by your board.

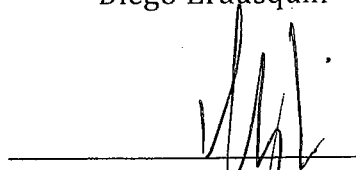
Thank you for your kind consideration.

Sincerely yours,

Marcela Lucia Nazzari



Diego Erausquin



RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

Exemption Petition Case # L15-0077

2017 MAY 16 PM 1:56

May 16, 2017

Dear City of Oakland Rent Board

1 – 9261 Skyline BL. Oakland is a Single-Family house. I have submitted all the paper work for an addition of a small art studio and a bathroom in the basement that has been approved by City of Oakland Planning Department, as well as providing Notice of Limitation of Use as part of single family house. Please refer to those two items.

2 – A copy of the original lease which states that the house in a Single- Family residence and is signed by both Mrs. Nazzari and Mr. Erasquin on August 6, 2013 is provided as well. The house never was advertised as a house with in-law. It was advertised on Craig's list as a 4 bedroom, 2 ½ bath, with 2 car garage, in beautiful Montclair. Room below the deck was advertised as a bedroom of the house not as separate in-law unit. You can see that on the a few pictures of the ad that I have attached. Unfortunately, the wording of Craig's List ad has disappeared. I advertise the house as a 4-bedroom house because more people need more bedrooms than they need a family room, just like my current tenants who needed 4-bedroom house.

3 – Also please note, attached copy of letter dated June 29, 2015 from Mr. Glen Navis, attorney of Mr. Erasquin and Mrs. Nazzari to me, where in the 2nd paragraph Mr. Glen Navis states that, "The Premises (9261 Skyline BL Oakland) is a single-Family residence located in the City of Oakland."

This is another proof that everyone knew 9261 Skyline BL. was a Single-Family residence. Now what happened in the following 6 months that the house went from Single-Family residence to a become a house with an in-law? We did not do any changes or any alterations from June 2015 to December 2015. The only thing that had happened Mr. Erasquin and Mrs. Nazzari without my permission which is violation of section #10 of their rental agreement, had installed the two 24"

000012

wall cabinets, that were stored in the corner of the basement, on the wall of the art studio and called that place an in-law and tried to frame me and cause problem for me and avoided paying rent increase, as you see everything got tied up for 1 ½ year in the Oakland Rent Board. In three months, it will be three years since their last rent increase.

4 – I also like to point out that my tenants are not on a good standing when it comes on paying rent on time. There is always something happening. For example: this month \$1,400 was deposited on May 4, 2017 and \$1,000 was deposited on May 15, 2017. The rent is short by (\$1,500) as of today. Per our agreement, the rent is late after 6th of the month.

5 – Mr. Erausquin and Mrs. Nazzari are behind in their monthly garbage bill as well by \$1,026.65. That is like 3 years of garbage bill. A copy of the spread sheet attached where it shows dates of all rent and late fee deposited by tenants as well as any payments towards the garbage bill and balance of garbage bill owed by tenants. Many times, I have sent letters about the garbage bill to Mr. Erausquin and Mrs. Nazzari but they keep asking me to wait for payment. Mr. Erausquin says as soon as he sells a property he will make a payment. That date has come and gone, I was told March 27, 2017. Now he says the funds are coming soon. I believe I must take a legal action as many sections of our rental agreement is violated by Mr. Erausquin and Mrs. Nazzari.

In summary, I would like to request The City of Oakland Rent Board to up hold the decision of the hearing Rent Board Officer, as I have attached all the legal documents for art studio and the bathroom in the basement and explained to best of my ability that 9261 Skyline BL. Oakland is a Single-Family house. In fact, it always been a Single-Family house and has been rented as a Single-Family house and we would like to keep it as such because we have plans of moving back into our house in future. My tenants have twisted the truth so they can live in a big house on the hills of Montclair and not pay the appropriate rent.

Thank You!!

m. Prenji

000013

Address: 9261 SKYLINE BL Suite: APN: 048D-7289-013-02

Description: Legalize lower level bathroom and art studio w/sink.#0700888

Owner: PREMJI ABDUL M & MASSOUMEH A Issued: 07/24/07
 Contractor: Nbr Units: 0001
 Nbr of Bldgs 01 Nbr Stories 003
 Construction Type: 5N Sprinklers:
 Occ Codes: R-3 Zoning:
 Building Use: 60 SINGLE FAMILY DWELLI New Bdrm: 000
 Spec Insp:
 Appl# (RB0701371 RE0702532 RP0702119

MAJOR INSPECTION	BUILDING	ELECTRICAL	PLUMBING	MECHANICAL	ZONING
TO SCHEDULE INSPECTION CALL 510-238-3441					
• ZONING ROUGH & FINAL SIGN-OFF IS REQUIRED PRIOR TO BUILDING ROUGH & FINAL SIGN-OFF. SEE PHONE NUMBER ABOVE TO SCHEDULE. • BUILDING, ELECTRICAL, PLUMBING, AND MECHANICAL INSPECTIONS MUST BE SCHEDULED SEPARATELY (PLEASE CALL WELL IN ADVANCE). • ALL PERMITS ARE SEPARATE AND WILL EXPIRE UNLESS MAJOR INSPECTIONS ARE APPROVED BY THE CITY EVERY 6 MONTHS (OR SOONER). • DO NOT CONCEAL ANY WORK UNTIL "OK TO POUR", "OK TO COVER" HAS BEEN SIGNED AND DATED BY THE CITY. • "BEST MANAGEMENT PRACTICES" MUST BE USED DAILY TO PROTECT STORM WATER DRAINAGE SYSTEMS. • SEPARATE PERMITS ARE REQUIRED TO RESERVE PARKING, OR TO OBSTRUCT THE SIDEWALK OR STREET IN ANY WAY. THIS INCLUDES SCAFFOLDING, PEDESTRIAN CANOPY, CONSTRUCTION FENCING, MATERIAL STOCKPILES, DUMPSTERS, TRAFFIC LANE CLOSURES, ETC. WORK ON SIDEWALK, CURB, GUTTER, AND/OR DRIVEWAY APPROACH REQUIRES SEPARATE CGS PERMIT. • SPRINKLER SYSTEM PERMITTED THROUGH FIRE PREVENTION BUREAU. DO NOT DEMOLISH THE FIRE SUPPRESSION STANDPIPES UNLESS A REPLACEMENT IS READY TO BE INSTALLED.					
1 FOUNDATION 6 MONTHS MAXIMUM	10 SETBACK	30 CONSTRUCT POWER			60 ORIG GRADE ELEV
	11 PIERS	31 UFER			61 LOT COVERAGE
	12 REPORT / CERT / FEE				
OK TO POUR	13 RTG / SLAB / EMBED	32 UNDER GROUND	40 UNDER GROUND	50 UNDER GROUND	62 SITE
2 FLOOR 6 MONTHS MAXIMUM	14 REPORT / CERT / FEE				
OK TO COVER	15 UNDER FLOOR	33 UNDER FLOOR	41 UNDER FLOOR	51 UNDER FLOOR	63 FLOOR ELEVATION
3 FRAME 6 MONTHS MAXIMUM	16 LATH / CEILING	34 SUSPENDED CEILING	42 DWV PIPING	52 SUSPENDED CEILING	64 ROOF HEIGHT
	17 MASONRY / RET WALL	35 PREMISES WIRING	43 GAS PIPING	53 FLUE	
	18 SHEARWALL / ROOF	36 SUBPANEL	44 WATER PIPING	54 DUCT (LOW PRESS)	
	19 SHAFT / FIREWALL	37 SERVICE / MCC	45 CONDENSATE PIPING	55 DUCT (TYPE I HOOD)	
	20 TUB / SHOWER WALL		46 TUB / SHOWER PAN	56 FIRE DAMPER	
	21 REPORT / CERT / FEE		47 WATER SERVICE	57 MANUF FIREPLACE	
	22 ROUGH	38 ROUGH	48 ROUGH	58 ROUGH	68 ROUGH (REQUIRED)
OK TO COVER	23 WALLBRD / SHINGLE				
4 FINAL 5 MONTHS MAXIMUM	29 REPORT / CERT / FEE	39 EMERG SYSTEMS	49 GAS TEST	59 EQUIPMENT / HOOD	69 TREE ISSUES OPR (510) 615-5850
	80 ENGR SERVICES (510) 238-4770	80 UTILITY RELEASE	80 UTILITY RELEASE	80 UTILITY RELEASE	80 LANDSCAPING / IRRIG
	81 FIRE PREVENTION (510) 238-3851	82 PUBLIC WORKS (510) 238-3051	83 SEWER FINAL 510 / 238 - 3651	84 COUNTY HEALTH (510) 567-6700	85 SIDEWALK FINAL 510 / 238 - 3651
OK TO OCCUPY	86 FINAL BUILDING E.L. 12/11/07	86 FINAL ELECTRICAL E.L. 12/11/07	86 FINAL PLUMBING E.L. 12/11/07	86 FINAL MECHANICAL	86 FINAL PLAN (REQUIRED)

3/37

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OFFICIAL USE ONLY

88 STOP WORK

89 SUSPEND PERMIT

90 INSPECT NOT PERFORMED

91 INSPECT CANCELLED

92 NOT READY

93 ADDRESS NOT FOUND

94 NO ACCESS/ APPROVED PLANS NOT AVAILABLE

95 RE-INSPECT FEE

96 CORRECTION NOTICE

97 PARTIAL APPROVAL

98 APPROVED

BUILDING

12/11/07 - Received smoke detector certificate from
the owner. E.L.

ELECTRICAL

PLUMBING / MECHANICAL

PLANNING, ZONING, DESIGN REVIEW, LANDSCAPING

Parcel: 048D-7289-013-02 Bldg#:

Lot Size: _____ Zoning Dists: _____ Census Tract: 4046

-----COMMENTS-----

Parcel#: 048D-7289-013-02

3/8/07 - Applicant came to Zoning Counter to begin process of correcting violation (0700888). Gave her a list of information that is needed to legalize basement conversion to hab space. amc

LL

>>> 03/08/2007 09:12:14 CLEVE#AM QPADEV0370

3/30/07- It is okay to convert lower basement floor into art studio/shower/bath room and lower cabinet w/sink as part of existing Single Family Dwelling. Lower floor is connected to upper floor. see Notice Of Limitation of Use. jm 4790

F3=Cancel ENTER=Update F6=Open F9=Compress

More...

~~37~~ 4A/37

RECORDING REQUESTED BY:

MASSOUMEN A. PREMJI

WHEN RECORDED MAIL TO:

MASSOUMEN A. PREMJI
637 Augustine Ln.
Lafayette, CA 94549

(If other than "City of Oakland" the applicant shall ensure that a copy is provided to the City.)



2007148835

04/18/2007 12:26 PM

OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 11.00



2 PGS

2
TR

THIS SPACE FOR RECORDER'S USE ONLY

NOTICE OF LIMITATION OF USE OF PROPERTY

Subject Property Address:	9261 Skyline Blvd, Oakland, CA 94611 - Exhibit A
Subject Property APN:	048D-7289-013-02
Planning Permit Number:	
Building Permit Number:	

Notice is hereby given that the City of Oakland, Community and Economic Development Agency duly issued the above referenced permits to the owner(s) of the above referenced property authorizing:

The existing art studio with lower cabinet and sink and bath room is ok as part of existing single family only. The upper cabinet shall be removed, lower floor is connected to upper floor.

Additionally, notice is hereby given that the use of the subject property is subject to the following limitation(s), as marked below, pursuant to Title 17 of the Oakland Municipal Code (Oakland Planning Code):

- The detached accessory structure, basement, etc. may not be used as a dwelling unit or for living quarters, as defined by the Oakland Planning Code, without first securing all necessary City of Oakland building and/or planning permits.
- The use of the subject property is subject to the Conditions of Approval attached to this document.
- The use of the subject property is subject to the following Conditions of Approval:
The conversion lower floor basement into art studio with lower cabinet and sink / with bath room

Owner of Record: MASSOUMEN A. PREMJI Date: 4/18/07

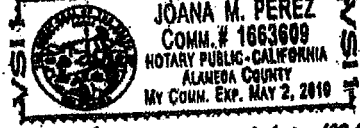
Signed: Massoumen A. Premji Print: MASSOUMEN A. PREMJI

State of California County of Alameda

On April 18, 2007 before me, Joana M Perez - Notary Public
Name and Title of Officer (e.g., "Jane Doe Notary Public")

Personally appeared MASSOUMEN A. PREMJI
Name(s) of Signer(s)

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



WITNESS my hand and official seal.

Joana M. Perez
Signature of Notary Public

my comm. exp. may 2, 2010
instrument the persons

48/37

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Exhibit "A"

All that certain real property situate in the County of Alameda , State of California, described as follows:

(City of Oakland)

Beginning at the point on intersection of the Westerly line of Skyline Boulevard with the Southern line of said Lot 2947, as said Boulevard and Lot are shown on said Map; running thence North $80^{\circ}29'40''$ West, along the Southern line of said Lot, distance of 106.21 feet; thence North $4^{\circ}39'45''$ East, 45.44 feet to the Northern line of the Parcel of Land described in Deed from M.F. Brass, et al., to Donald B. Bivin and wife dated April 25, 1947, recorded May 22, 1947 in Book 5160 of for, Page 57, under recorder's Series Number AB-43685; thence South $85^{\circ}20'15''$ East, along the last named line, 95.35 feet to the said Westerly line of Skyline Boulevard; thence Southerly along the last named line on the arc of a curve to the right with a radius of 241 feet, the chord of which bears South $4^{\circ}07'48''$ East, a distance of 55 feet to the point of beginning.

Assessor's Parcel Number **048D-7289-013-02**



OFFICE OF ASSESSOR COUNTY OF ALAMEDA



ADMINISTRATION BUILDING, ROOM 145, 1221 OAK STREET
OAKLAND, CALIFORNIA 94612-4288
(510) 272-3787 / FAX (510) 272-3803

CONFIDENTIAL

RON THOMSEN
ASSESSOR

SUBJECT PROPERTY

PREMJI ABDUL M & MASSOUMEH A TRS
637 AUGUSTINE LN
LAFAYETTE, CA 94549-5312

APN: 48D-7289-13-2 USE: SFR
LOCATION: 9261 SKYLINE BLVD, OAKLAND
PERMIT NO: 2007 B1371 DATE: July 24, 2007
TYPE: ALT AMOUNT:
DEED NO: DATE:

COST QUESTIONNAIRE FOR ADDITIONS AND ALTERATIONS RESIDENTIAL

Our records indicate a building permit was issued for the above referenced property. The State of California's Revenue and Taxation Code, Section 71 states: "The assessor shall determine the new base year value for the portion of any taxable real property which has been newly constructed. The base year value of the remainder of the property assessed, which did not undergo new construction, shall not be changed. New construction in progress on the lien date shall be appraised at its full value on such date and each lien date thereafter until the date of completion, at which time the entire portion of property which is newly constructed shall be reappraised at its full value."

Please complete and return this form within 15 days of receipt to the Office of the Assessor in the enclosed envelope. For assistance, please call (510) 272-3787 (8:30 - 5:00). It is acceptable to provide this information in another format (cost breakdown, etc., if available).

Completion date 5/2/2003. If not yet complete, the percentage complete as of January 1 (lien date) after construction began and any succeeding January 1 if applicable. _____ % as of January 1, 200 _____ % as of January 1, 200 _____

Please describe any remaining work to be done. _____

PLEASE CHECK THE APPROPRIATE BOXES

1. STRUCTURAL CHANGES

ROOMS: No.	ADDITION	ALTERATION	REMODEL	REPAIR	DEMOLITION	STRUCTURE NEW
Living						
Dining						
Family						
Bed						
Bath	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				
Kitchen						
OTHER:						
Garage						
Foundation						
Roof						
Electrical		<input checked="" type="checkbox"/>				
Plumbing		<input checked="" type="checkbox"/>				
Painting		<input checked="" type="checkbox"/>				

COST OF WORK \$ -

2. PLUMBING, APPLIANCES, CABINETS, ELECTRICAL

Check If New (N) or Replacement (R)

N	R	No.	N	R	No.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Toilet	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Sink	2
<input type="checkbox"/>	<input type="checkbox"/>	Bathtub	<input type="checkbox"/>	<input type="checkbox"/>	Dishwasher	
<input type="checkbox"/>	<input type="checkbox"/>	Tub and Shower	<input type="checkbox"/>	<input type="checkbox"/>	Range	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Stall Shower	<input type="checkbox"/>	<input type="checkbox"/>	Oven	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lavatory	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cabinets	
<input type="checkbox"/>	<input type="checkbox"/>	Water Heater	<input type="checkbox"/>	<input type="checkbox"/>	Trash Compactor	
<input type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>	Other	

Describe Electrical 3 light fixture, Exhaust fan switches, electrical plugs

COST OF WORK \$

3. EXTERIOR DETAIL: Any New or Changed Area.

Walls:	Roof Covering:	Roof Shape:
<input type="checkbox"/> Stucco	<input type="checkbox"/> Tar and Gravel	<input type="checkbox"/> Flat
<input type="checkbox"/> Wood Shingle	<input type="checkbox"/> Wood Shingle	<input type="checkbox"/> Shed
<input type="checkbox"/> Wood Siding	<input type="checkbox"/> Asphalt Shingle	<input type="checkbox"/> Gable
<input type="checkbox"/> Other _____	<input type="checkbox"/> Shakes	<input type="checkbox"/> Other
	<input type="checkbox"/> Other _____	

4. INTERIOR DETAIL: Any New or Changed Area.

Floors:	Walls:	Ceiling:
<input type="checkbox"/> Concrete	<input checked="" type="checkbox"/> Sheet Rock	<input type="checkbox"/> Open
<input type="checkbox"/> Hardwood	<input type="checkbox"/> Paneling	<input checked="" type="checkbox"/> Sheet Rock
<input type="checkbox"/> Carpet Wall to Wall	<input type="checkbox"/> Unfinished	<input type="checkbox"/> Acoustical
<input type="checkbox"/> Vinyl	<input type="checkbox"/> Height	
<input checked="" type="checkbox"/> Other <u>tiles</u>	<input checked="" type="checkbox"/> Other <u>Tiles</u>	<input type="checkbox"/> Unfinished

6/37

5. HEATING / AIR CONDITIONING

- N R^s Check if New (N) or Replacement
- Capacity
- Central Air Conditioning _____ Tons
 - Thru Wall Air Conditioning _____ Tons
 - Forced Air Furnace _____ BTU Includes A/C _____ Tons
 - Floor or Gravity Furnace _____ BTU
 - Wall Heater _____ BTU
 - Solar: Water Heater Living Space
- Brief Description _____
- Fireplace Freestanding

COST OF WORK \$ 0

6. POOL SPA, HOT TUB

- Type: Gunite Fiberglass Plastic-Lined Redwood
- Size: _____ Depth: _____ Attached Spa: _____
- Heater: Gas Solar Panels _____ Sq. Ft.
- OR Tubing _____ Lineal Feet
- Pool Sweep Chlorinator Pumps Diving Board Slide
 - Air Switch Blower Automatic Pool Covering
- Decking: Square Footage _____
- Finish: Concrete Wood Kool Deck Other _____

COST OF WORK \$ 0

7. Give a brief description of work done and remarks:

This house is small, has 2 levels and a basement level. The house is on a down hill slope. Inside basement the left corner was converted to a bathroom and a small work shop.

8. Area Computation of Any New Area

<u>18' x 8'</u>	=	<u>144'</u>
X	=	
X	=	
X	=	
X	=	
TOTAL SQ. FT.		<u>144'</u>

TOTAL COST OF PROJECT:

(LABOR, MATERIALS, AND ARCHITECTURAL FEES) \$ _____

9. CONTRACTOR INFORMATION Did a contractor perform any or all of the work? Yes No

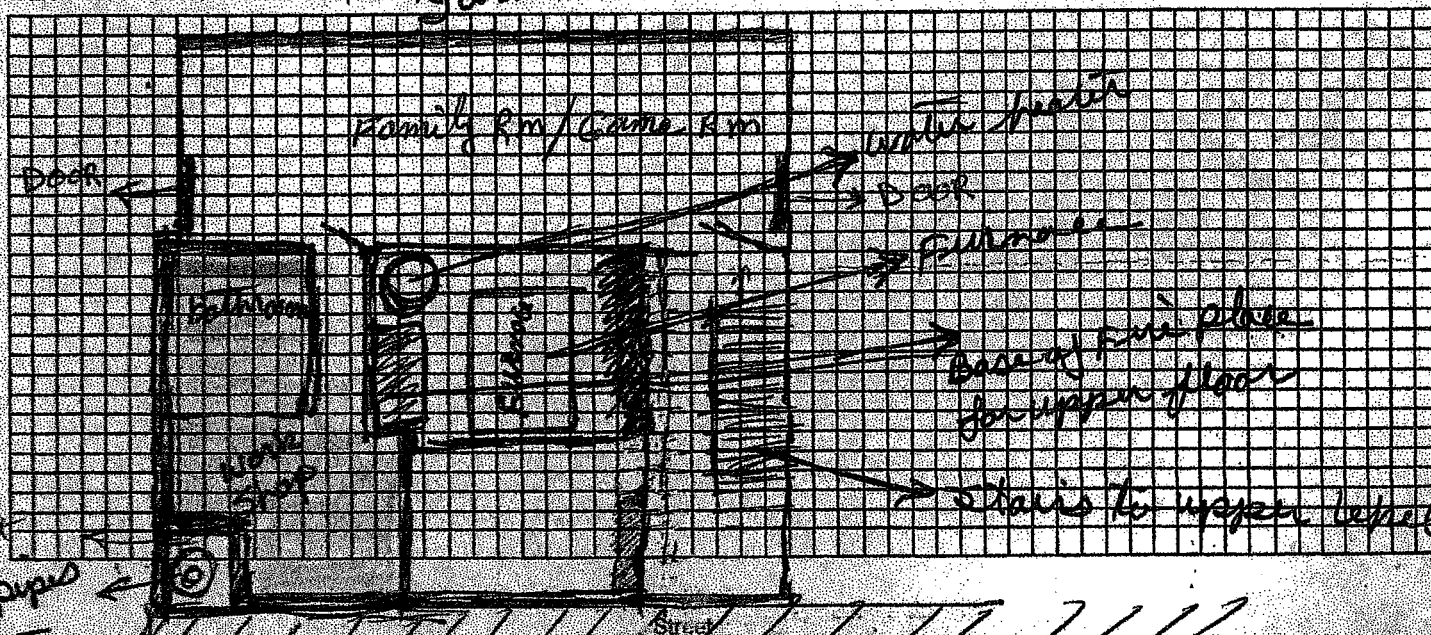
May the Assessor's Office contact your contractor? Yes No

Contractor's name _____ Phone () _____

10. DIAGRAM ANY ADDED AREA

Draw a sketch of the added area showing its exterior dimensions, location on the lot, and position in relation to any existing structure(s). If the work consisted of demolition please provide the location of the demolished structure(s).

Dimensions would be 18' by 8'



If any or all of the project consisted of making the dwelling more accessible for the disabled or for seismic safety please contact our office prior to or within 30 days of completion regarding any exclusion from assessment you may qualify for.

The Assessor's Office may contact you for further information.

I certify that the foregoing is true, correct and complete to the best of my knowledge.

Signature of Owner or Agent Mrs. [Signature] Phone (925) 818-0566 Date 10/16/07



APPLICATION TO RENT
(please print)

Mobile Phc _____

Email: DIEGO@ADL.COM

Pets: (Y or N) _____

Pet(s) Type: _____

Property you're applying for: 9261 Skyline Blvd Unit # _____

Start Date: 8/21/13

Rent Amount: \$3,600.00

Name (Last, First, Middle) DIEGO EPOUSQUIN

Soc. Sec. # 560 71 2688

DOB: _____

Driver's Lic # / State C2657957 /

Vehicle (make, model, year, license) Mercedes GLK 350 2011

Have you ever been served an eviction notice? NO

Have you ever been convicted of a felony? NO

Present Address: 25 Florentine St

Unit # _____ City S.F.

State CA Zip 94112

Phone #: (415) 377 7919

How Long? 6 years Own or Rent rent

Monthly Payment: 4200

Landlord/Manager Name: CARLOS SANDOVAL

Address: _____

Phone #: () 207 7433

Reason for leaving: _____

Previous Address: LIMA PERU

Unit # _____ City _____

State _____ Zip _____

Phone #: () _____

How Long? _____

Own or Rent _____

Monthly Payment: _____

Landlord/Manager Name: (ANN) TILSON

Address: _____

354 ORANGE ST, oakland CA 94610

Phone #: (510) 834 9033

Reason for leaving: _____

Employer: BEAUPORT INTERNATIONAL TRADING

Position: PRESIDENT / OWNER

How Long? 10 yrs

Gross Annual Income 100K

Supervisor: _____

Phone #: (415) 337 0300

Additional Income: (source, amount, frequency) _____

Total Monthly Income: 10K

Total Monthly Debt Payments: 2K

Bank Name: CHASE EAST WEST BANK

Account# _____

Balance 20K

Have you ever filed for Bankruptcy? (please circle) YES NO

Reference: (name, address, phone#) _____

Nearest relative not living with you: (name) _____

(Relationship, address, phone#) _____

Person to notify in case of emergency: (name) _____

(Relationship, address, phone#) _____

CERTIFICATION OF ACCURACY / SIGNATURES

THE LANDLORDS OR PROPERTY MANAGERS STATED ABOVE ARE HEREBY AUTHORIZED TO COMMUNICATE WITH THE PROSPECTIVE LANDLORD OR PROPERTY MANAGER AND NATIONAL CREDIT REPORTING FOR THE PURPOSE OF DISCUSSING ANY AND ALL OF THE FACTS AND CIRCUMSTANCES OF THE APPLICANT'S CURRENT OR FORMER TENANCY. THERE ARE NO LIMITATIONS OR RESTRICTIONS REGARDING WHAT MAY BE DISCUSSED OR REVEALED TO THE PROSPECTIVE LANDLORD OR PROPERTY MANAGER AND NATIONAL CREDIT REPORTING. THE APPLICANT ALSO GIVES PERMISSION FOR THE PROSPECTIVE LANDLORD OR PROPERTY MANAGER TO OBTAIN COPIES OF THE APPLICANT'S ENTIRE TENANCY FILE FROM THE PROSPECTIVE LANDLORD OR PROPERTY MANAGER SET FORTH ABOVE AND NATIONAL CREDIT REPORTING. THE APPLICANT HEREBY HOLDS THE ABOVE NAMED PARTIES AND NATIONAL CREDIT REPORTING FREE AND HARMLESS OF ANY LIABILITY FOR PROVIDING WRITTEN OR VERBAL INFORMATION AND/OR DISCUSSING THE QUALITY OF THE APPLICANT'S TENANCY WITH THE PROSPECTIVE LANDLORD OR PROPERTY MANAGER AND NATIONAL CREDIT REPORTING. THE APPLICANT REPRESENTS THAT STATEMENTS MADE ABOVE ARE TRUE AND CORRECT AND HEREBY AUTHORIZE VERIFICATION OF REFERENCES, STATEMENTS, AND EMPLOYMENT HISTORY MADE HEREIN INCLUDING, BUT NOT LIMITED TO THE OBTAINING OF A CREDIT REPORT AND AGREES TO FURNISH ADDITIONAL CREDIT REFERENCES ON REQUEST.

Applicant Signature: _____

Date: 8.06.13.

RESIDENTIAL LEASE-RENTAL AGREEMENT AND DEPOSIT RECEIPT

RECEIVED FROM Diego Erasquin & Marcela Nazari hereinafter referred to as Tenant,
 the sum of \$ 5,600 (Five thousand six hundred Dollars dollars),
 evidenced by _____, as a deposit. Upon acceptance of this Agreement, the Owner of the premises,
 will apply the deposit as follows:

	TOTAL	RECEIVED	BALANCE DUE PRIOR TO OCCUPANCY
Rent for the period from <u>Sept 13</u> to <u>Aug 31, 2014</u>	\$ <u>3,600</u>	\$ _____	\$ <u>3,600</u>
Security deposit (not applicable toward last month's rent) and ..	\$ _____	\$ _____	\$ _____
Other... <u>Cleaning Deposit</u>	\$ <u>5,600</u>	\$ <u>5,600</u>	\$ <u>5,600</u>
TOTAL	\$ <u>9,200</u>	\$ _____	\$ _____

In the event this Agreement is not accepted by the Owner, within 0 days, the total deposit received will be refunded.

Tenant offers to rent from the Owner the premises situated in the City of Oakland
 County of Alameda, State of California, described as single family house located on 9261 Skyline Blvd. Oakland, CA 94611

upon the following terms and conditions:

1. **TERM:** The term will commence on Sept 1, 2013 and continue (check one of the two following alternatives):
 LEASE until Aug 31, 2014 for a total rent of \$ 3,600 (Three thousand six hundred a month dollars);
 RENTAL on a month-to-month basis, until either party terminates this Agreement by giving the other party 30 days written notice.
2. **RENT:** Rent will be \$ 3,600 per month, payable in advance, upon the 1st day of each calendar month to Owner or his or her authorized agent, at the following address: To be deposit in Bank of America acct # 05258-4135
 or at such other places as may be designated by Owner from time to time. In the event rent is not paid within 3 days after due date, Tenant agrees that it would be impracticable or extremely difficult to fix the actual damages to Owner caused by that failure, and Tenant agrees to pay a late charge of \$ 250.00. Tenant further agrees to pay \$ 100.00 for each dishonored bank check. The late charge period is not a grace period, and Owner is entitled to make written demand for any rent if not paid when due. Any unpaid balance including late charges, will bear interest at 10% per annum, or the maximum rate allowed by law, whichever is less.
3. **MULTIPLE OCCUPANCY:** It is expressly understood that this Agreement is between the Owner and each signatory jointly and severally. Each signatory will be responsible for timely payment of rent and performance of all other provisions of this Agreement.
4. **UTILITIES:** Tenant will be responsible for the payment of all utilities and services, except: NONE which will be paid by Owner.
5. **USE:** The premises will be used exclusively as a residence for no more than 4 persons. Guests staying more than a total of 15 days in a calendar year without written consent of Owner will constitute a violation of this Agreement.
6. **ANIMALS:** No animals will be brought on the premises without the prior consent of the Owner. only one older dog. No puppy
7. **HOUSE RULES:** In the event that the premises is a portion of a building containing more than one unit, Tenant agrees to abide by all house rules, whether adopted before or after the date of this Agreement, including rules with respect to noise, odors, disposal of refuse, animals, parking, and use of common areas. Tenant will not have a waterbed on the premises without prior written consent of the Owner.
8. **ORDINANCES AND STATUTES:** Tenant will comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may later be in force, regarding the use of the premises. If the premises are located in a rent control area, the Tenant should contact the Rent and Arbitration Board for his or her legal rights.
9. **ASSIGNMENT AND SUBLETTING:** Tenant will not assign this Agreement or sublet any portion of the premises without prior written consent of the Owner.
10. **MAINTENANCE, REPAIRS, OR ALTERATIONS:** Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated. Tenant will, at his or her own expense, maintain the premises in good repair and in a clean and sanitary manner including all equipment, appliances, smoke detectors, plumbing, heating and air conditioning, and will surrender the same, at termination, in as good condition as received, normal wear and tear excepted. Tenant will be responsible for damages caused by his or her negligence and that of his or her family, invitees, and guests. Tenant will not paint, paper or otherwise redecorate or make alterations to the premises without the prior written consent of the Owner. Tenant will irrigate and maintain any surrounding grounds, including lawns and shrubbery, if they are for the Tenant's exclusive use. Tenant will not commit any waste upon the premises, or any nuisance or act which may disturb the quiet enjoyment of any tenant in the building. Owner will be responsible for the cost of any retrofitting required by governmental agencies.
11. **INVENTORY:** Any furnishings and/or equipment to be furnished by Owner will be listed in a special inventory. The inventory will be signed by both Tenant and Owner concurrently with this Lease. Tenant will keep the furnishings and equipment in good condition and repair, and will be responsible for any damage to them other than normal wear and tear.
12. **DAMAGES TO PREMISES:** If the premises are damaged by fire or from any other cause which renders the premises untenable, either party will have the right to terminate this Agreement as of the date on which the damage occurs. Written notice of termination will be given to the other party within fifteen (15) days after occurrence of such damage. Should such damage or destruction occur as the result of the negligence of Tenant, or his or her invitees, then only the Owner will have the right to terminate. Should this right be exercised by either Owner or Tenant, then rent for the current month will be prorated between the parties as of the date the damage occurred. Any prepaid rent and unused security deposit will be refunded to Tenant. If this Agreement is not terminated, then Owner will promptly repair the premises and there will be a proportionate reduction of rent until the premises are repaired and ready for Tenant's occupancy. The proportionate reduction will be based on the extent which repairs interfere with Tenant's reasonable use of the premises.

000022

ants, workers, or contractors; (c) when tenant has abandoned or surrendered the premises. Except under (a) and (c), entry may be made only during normal business hours, and with at least 24 hours prior notice to Tenant.

14. INDEMNIFICATION: Owner will not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the premises, or in common areas, unless such damage is the legal result of the negligence or willful misconduct of Owner, his or her agents, or employees. Tenant agrees to hold Owner harmless from any claims for damages, no matter how caused, except for injury or damages caused by negligence or willful misconduct of Owner, his or her agents or employees. It is understood that Owner's insurance does not cover Tenant's personal property or improvements.

15. PHYSICAL POSSESSION: If Owner is unable to deliver possession of the premises at the commencement date set forth above, Owner will not be liable for any damage caused, nor will this Agreement be void or voidable, but Tenant will not be liable for any rent until possession is delivered. Tenant may terminate this Agreement if possession is not delivered within _____ days of the commencement of the term in Item 1.

CAUTION: AVOID THE RISK OF ALTERATION. SIGN ONLY ORIGINAL FORMS WHERE THIS LOGO AND MESSAGE APPEAR IN RED.

14/30

Page 1 of 2

FORM 105 (12-96)

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(800) 288-2006 FAX (415) 472-2089



15-2. The house will be all cleaned including garage, all windows, blinds, walls, rooms, floors and bathrooms at the move in time and it must be as clean at move out.

000023

16. **DEFAULT:** If Tenant fails to pay rent when due or to perform any provision of this Agreement, after less than three (3) days written notice of such default given in the manner required by law, the Owner, at his or her option, may terminate all rights of Tenant, unless Tenant, within said time, cures such default. If Tenant abandons or vacates the property while in default of the payment of rent, Owner may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law. In the event the Owner reasonably believes that such abandoned property has no value, it may be discarded. All property on the premises will be subject to a lien for the benefit of Owner securing the payment of all sums due, to the maximum extent allowed by law.

In the event of a default by Tenant, Owner may elect to: (a) continue the lease in effect and enforce all his rights and remedies, including the right to recover the rent as it becomes due, provided that Owner's consent to assignment or subletting by the Tenant will not be unreasonably withheld; or (b) at any time, terminate all of Tenant's rights and recover from Tenant all damages he or she may incur by reason of the breach of the lease, including the cost of recovering the premises, and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the Tenant proves could be reasonably avoided.

17. **SECURITY:** The security deposit will secure the performance of Tenant's obligations. Owner may, but will not be obligated to, apply all portions of said deposit on account of Tenant's obligations. Any balance remaining upon termination will be returned to Tenant. Tenant will not have the right to apply the security deposit in payment of the last month's rent. Security deposit held at _____

18. **DEPOSIT REFUNDS:** The balance of all deposits will be refunded within three weeks (or as otherwise required by law), from date possession is delivered to Owner or his or her authorized agent, together with a statement showing any charges made against such deposits.

19. **WAIVER:** Failure of Owner to enforce any provision of this Agreement will not be deemed a waiver. The acceptance of rent by Owner will not waive his or her right to enforce any provision of this Agreement.

20. **NOTICES:** Unless otherwise provided, any notice which either party may give or is required to give, may be given personally or by mailing the same, postage prepaid, certified to Tenant at the premises or to Owner at the address shown in the signature block or at such other places as may be designated by the parties from time to time. Notice will be deemed effective five (5) days after mailing, or on personal delivery, or when receipt is acknowledged in writing.

21. **HOLDING OVER:** Any holding over after expiration of this Agreement, with the consent of Owner, will be a month-to-month tenancy at a monthly rent of \$ 1111 payable in advance and otherwise subject to the terms of this Agreement, as applicable, until either party terminates the same by giving the other party thirty (30) days written notice.

22. **TIME:** Time is of the essence of this Agreement.

23. **ATTORNEY'S FEES:** In any action or proceeding involving a dispute between Owner and Tenant arising out of this Agreement, the prevailing party will be entitled to reasonable attorney fees and any costs incurred.

24. **FAIR HOUSING:** Owner and Tenant understand that the state and federal housing laws prohibit discrimination in the sale, rental, appraisal, financing or advertising of housing on the basis of race, religion, color, sex, familial status, sexual preference, handicap, or national origin.

25. **ADDITIONAL TERMS AND CONDITIONS:**

- 1 - ~~_____~~
- 2 - Tenants responsible for up keep and cleaning front, side and back yard
- 3 - Tenants are advised of portable, moveable decking on top of lower room
- 4 - Carpets are professionally cleaned before tenants move in and tenants must professionally have carpets cleaned before moving out.
- 5 - Tenants are requested to use furniture pads under legs of furniture to protect the hardwood floors.

26. ~~This unit is subject to rent control and the agency responsible to adjudicate claims is _____~~

27. **ENTIRE AGREEMENT:** The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by all parties. This Agreement and any modifications, including any photocopy or facsimile, may be signed in one or more counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same instrument. The following exhibits, if checked, have been made a part of this Agreement before the parties' execution:

- Exhibit _____ : Lead-Based Paint Disclosure (Required by Law for Rental Property Built Prior to 1978)
- Exhibit _____ :
- Exhibit _____ :

The Tenant hereby acknowledges receipt of a copy of this Agreement.

Tenant [Signature] Date 8.06.13 Owner MASSEY Prunje Date 8/6/2013
 Tenant [Signature] Date _____ Owner's Address 9261 Skyline BL
Cobland CA 94611

Receipt for deposit acknowledged by MASSEY Prunje 8/6/2013 Date _____

COMMISSION AGREEMENT ON LEASE

NOTICE: The amount or rate of real estate commissions is not fixed by law. They are set by each broker individually and may be negotiable between the owner and broker.

The Owner agrees to pay to _____ the Broker in this transaction, the sum of \$ _____ for services rendered and authorizes Broker to deduct said sum from the deposit received from Tenant.

In the event the Lease is extended for a definite period of time or on a month-to-month basis after expiration of the original term, Owner will pay to Broker an additional commission of _____ % of the total rental for the extended period. This commission will be due and payable at the commencement of the extended period if for a fixed term, or if on a month-to-month basis, at the termination of Tenant's occupancy or one year, whichever is earlier.

In any action for commission, the prevailing party will be entitled to reasonable attorney fees.

000024 |

COMMISSION AGREEMENT ON SALE

NOTICE: The amount or rate of real estate commissions is not fixed by law. They are set by each broker individually and may be negotiable between the owner and broker.

If a sale or exchange of the real property subject to this lease is made to the Tenant or any member of Tenant's family during the term of the lease or within 180 days after termination of occupancy, Owner agrees to pay Broker named above a commission of _____% of the sale price or exchange value. This Agreement will not limit any other rights of the Broker provided for in any listing or other agreement which may be in effect between Owner and Broker.

In any action for commission, the prevailing party will be entitled to reasonable attorney fees.

Owner _____ Date _____

Rev. by _____
Date _____

PROFESSIONAL PUBLISHER

6 - Every 3 months the owner will provide notice will inspect the outside and inside the house for leaks and condition of the house.

12/30



Living Room - Stair on the side going
To Family Room - Basement where furnace,
water heater and base of the Fire place located
as well as to a bathroom and small art studio/
storage

000026



Stairway
coming from
top of room to
lower level



This
is
other
side
of
Art
Studio
Storage
Room

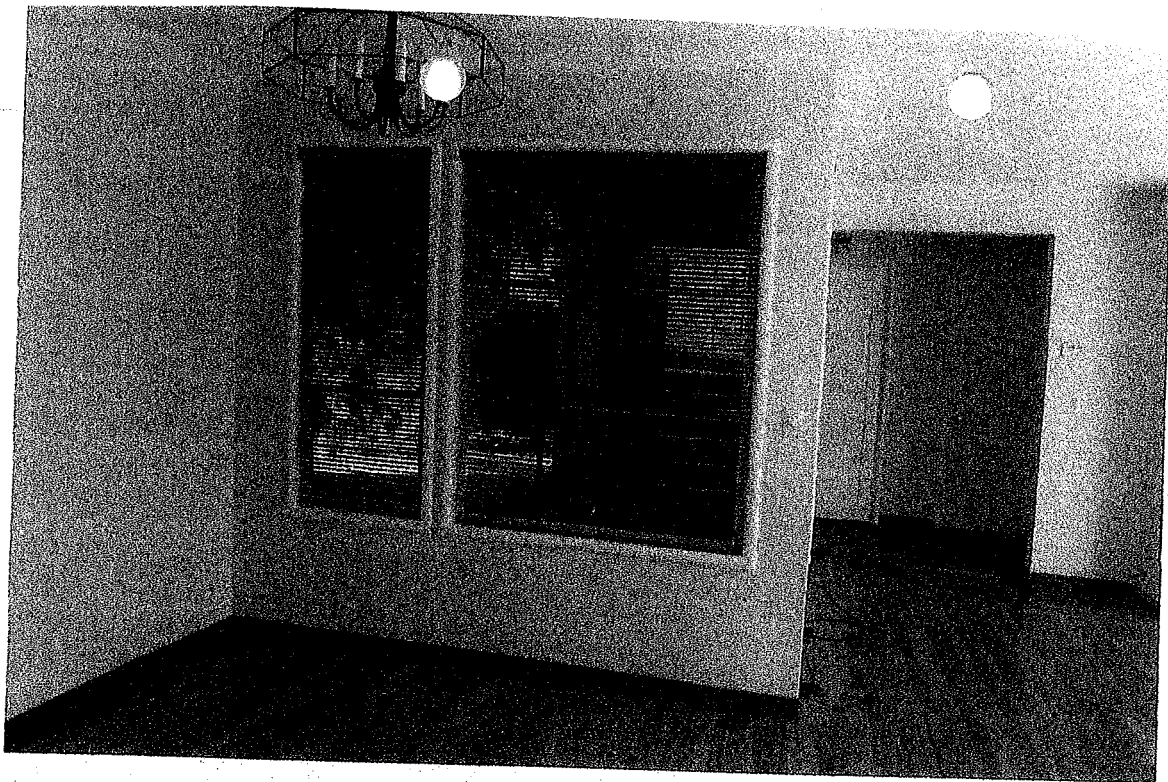
03/07/2007



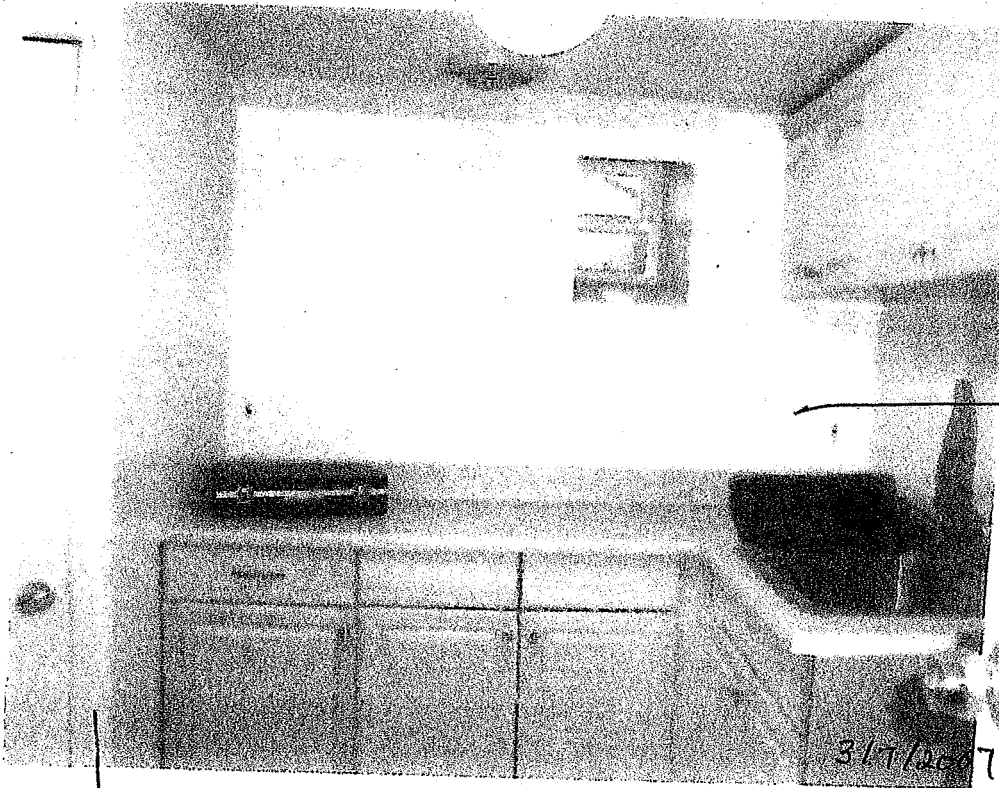
03/07/2007

0028

26/27



dining area
and Entrance
mid level



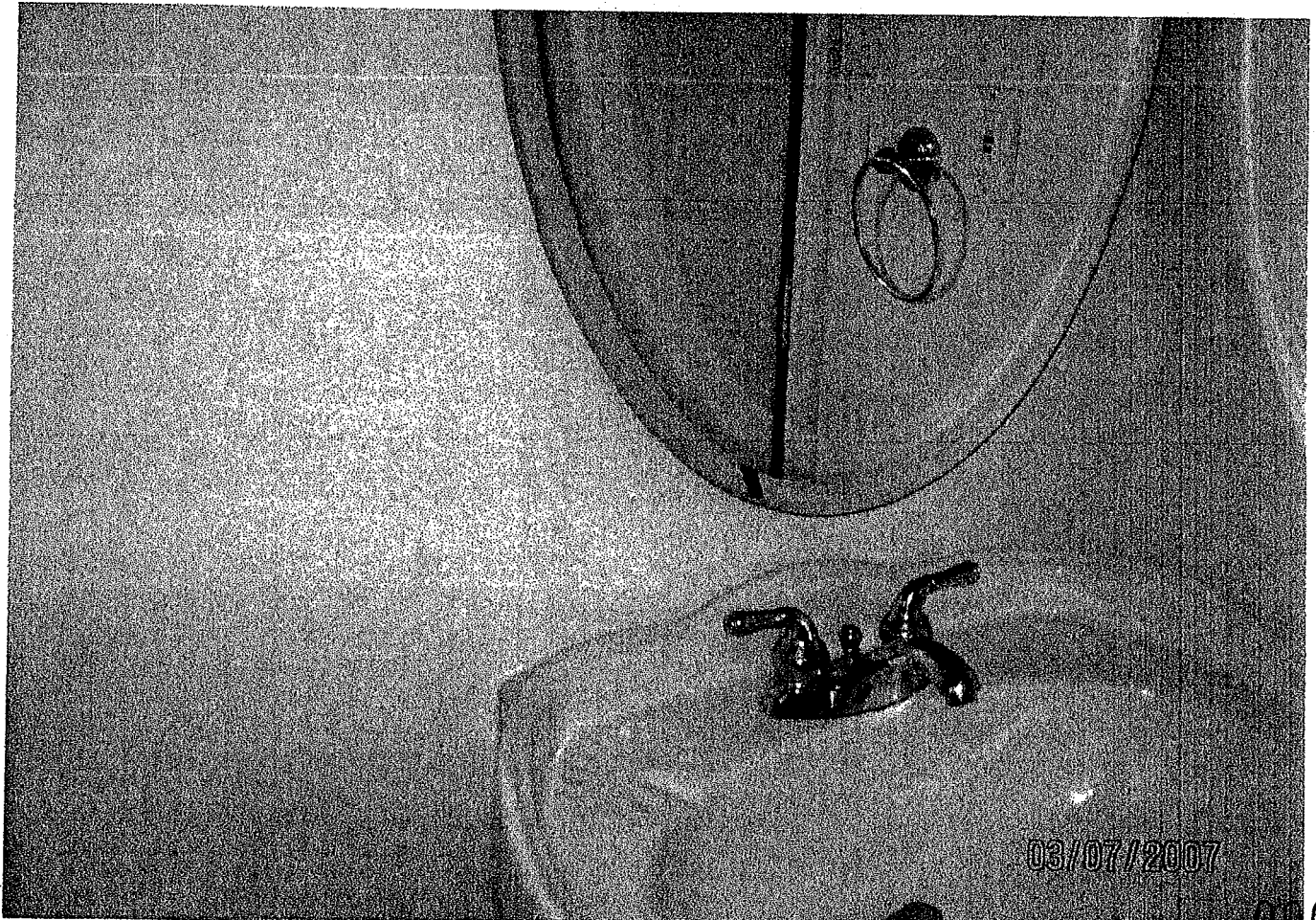
NOTE

These 2 Cabinets were removed but our tenants have reinstalled them without my permission

Art Studio/Storage

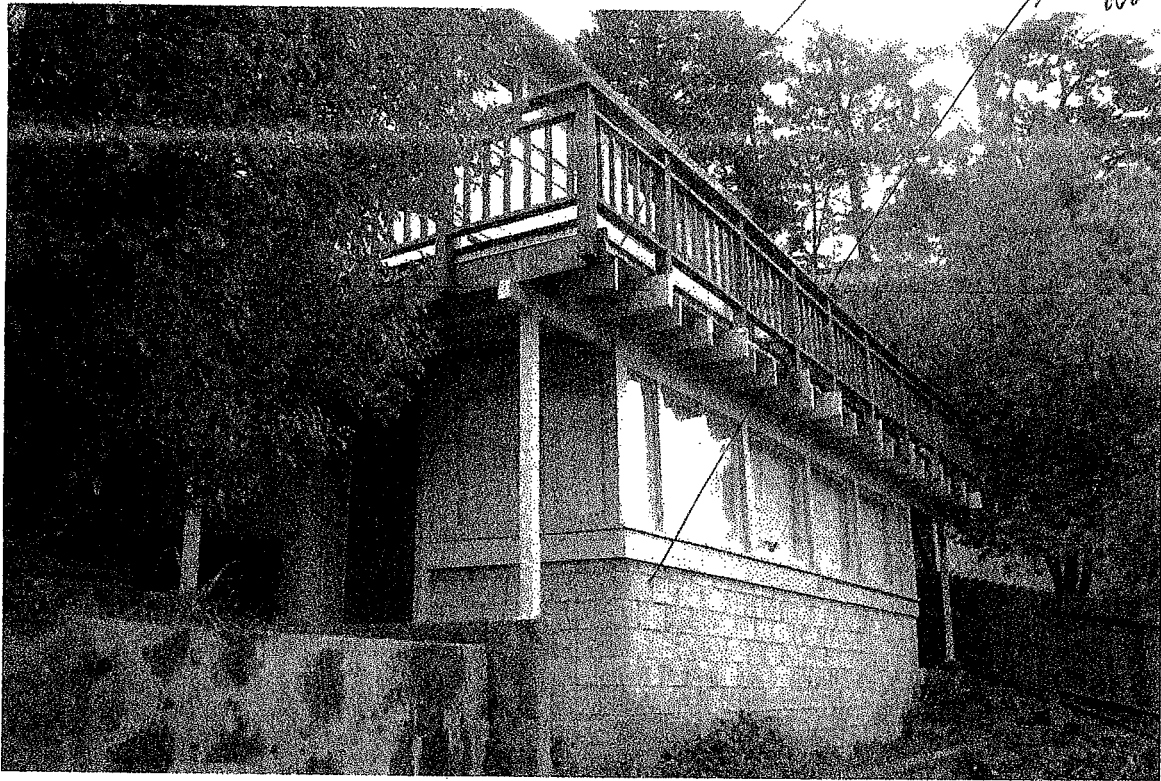


↓ Please note this picture was taken for getting the permit in 2007. The city of Oakland had us remove the 2 top cabinets. This is stated on notice of limitation of use. Please refer to that.



10/27

000030



Deck was built
1957

Room under deck
was built 1960

THIS DOCUMENT HAS A "VERIFY FIRST" TRUE WATERMARK AND VISIBLE FIBERS DISCERNIBLE FROM BOTH SIDES

**CITY OF OAKLAND
BUSINESS TAX CERTIFICATE**

**ACCOUNT
NUMBER**
28057127

The Issuing of a Business Tax Certificate is for revenue purposes only. It does not relieve the taxpayer from the responsibility of complying with the requirements of any other agency of the City of Oakland and/or any other ordinance, law or regulation of the State of California, or any other governmental agency. The Business Tax Certificate expires on December 31st of each year. Per Section 85.04.190A, of the O.M.C. you are allowed a renewal grace period until March 1st the following year.

PREMI ABDUL M & MASSOUMEH A TRS

EXPIRATION DATE
12/31/2016

BUSINESS LOCATION 9261 SKYLINE BLVD
OAKLAND, CA 94611-1734

BUSINESS TYPE M Rental Residential



NAME PREMI ABDUL M & MASSOUMEH A TRS
MAILING ADDRESS 637 AUGUSTINE LN
LAFAYETTE, CA. 94549-5312



THIS DOCUMENT IS ALTERATION PROTECTED AND REFLECTS FLUORESCENT FIBERS UNDER UV LIGHT

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

YOU MAY BE REQUIRED
TO OBTAIN A VALID
ZONING CLEARANCE TO
OPERATE YOUR BUSINESS
LEGALLY. RENTAL OF
REAL PROPERTY IS
EXCLUDED FROM ZONING.

PUBLIC INFORMATION
ABOVE THIS LINE TO BE
CONSPICUOUSLY POSTED!

THIS DOCUMENT HAS A "VERIFY FIRST" TRUE WATERMARK AND VISIBLE FIBERS DISCERNIBLE FROM BOTH SIDES

**CITY OF OAKLAND
BUSINESS TAX CERTIFICATE**

**ACCOUNT
NUMBER**
00183134

The Issuing of a Business Tax Certificate is for revenue purposes only. It does not relieve the taxpayer from the responsibility of complying with the requirements of any other agency of the City of Oakland and/or any other ordinance, law or regulation of the State of California, or any other governmental agency. The Business Tax Certificate expires on December 31st of each year. Per Section 85.04.190A, of the O.M.C. you are allowed a renewal grace period until March 1st the following year.

PREMI ABDUL M & MASSOUMEH A TRS

EXPIRATION DATE
12/31/2017

BUSINESS LOCATION 9261 SKYLINE BLVD
OAKLAND, CA 94611-1734



BUSINESS TYPE M Rental Residential

NAME PREMI ABDUL M & MASSOUMEH A TRS
MAILING ADDRESS 637 AUGUSTINE LN
LAFAYETTE, CA 94549-5312

THIS DOCUMENT IS ALTERATION PROTECTED AND REFLECTS FLUORESCENT FIBERS UNDER UV LIGHT

000032

8/37



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

CITY OF OAKLAND

Department of Housing and Community Development
Rent Adjustment Program

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

HEARING DECISION

CASE NUMBERS: L15-0077, Premji v. Tenant &
T16-0068, Nazzari, et al. v. Massoumeh

PROPERTY ADDRESS: 2520 Rampart St., Oakland, CA

DATE OF HEARING: April 19, 2016

DATE OF DECISION: April 28, 2016

APPEARANCES: Massey Premji (Owner)
Marcela Nazzari (Tenant)
Diego Erausquin (Tenant)
Glen Navis (Attorney for Tenants)

SUMMARY OF DECISION

The owner's petition is granted. The tenant's petition is denied. The subject rental unit is a single family house that is exempt from the Oakland Rent Adjustment Ordinance.

CONTENTIONS OF THE PARTIES

The owner filed a petition alleging that the subject rental unit is exempt from the Oakland Rent Adjustment Ordinance on the ground that it is a single family residence. The tenants filed a response to the owner's petition, which contends that the building in which they live is a two-unit building.

The tenants filed a petition which alleges that a prior rent increase as well as a current proposed rent increase from \$3,900 to \$4,250 per month, effective March 1, 2016, exceed the CPI Adjustment and is unjustified or is greater than 10%, and that they have never received the form Notice to Tenants (RAP Notice).

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The owner filed a response to the petition, which alleges that she gave the RAP Notice to the tenants several times, beginning in 2015, and further alleges that the subject rental unit is exempt from the Rent Adjustment Ordinance because it is a single family residence

THE ISSUES

- (1) Is the subject rental unit a single family residence that is exempt from the Rent Adjustment Ordinance?
- (2) If the rental unit is not exempt from the Rent Adjustment Ordinance, when, if ever, did the tenants receive the RAP Notice?
- (3) If the rental unit is not exempt from the Rent Adjustment Ordinance, is there a legal justification for the proposed rent increases?

EVIDENCE

The Owner's Testimony: At the Hearing, the owner testified as follows: the unit is a single family residence that can be sold separately; the tenant moved into the unit on April 1, 2015; the owner and her family had previously lived in the house for approximately 10 years; and there were no outstanding Code violations for the unit when the current tenancy began. The tenants did not contest this testimony.

The owners submitted architectural drawings of the 3-level, hillside house, which the owner testified were drawn for an appraisal company, and are accurate.¹ The drawing of the basement reflects an area 25 by 27 feet, part of which is labeled "basement," with a large L-shaped area labeled "Fam."

The owner testified that she purchased the house in 1988. There is an internal stairway leading from the main level to the basement, and there are two doors from the basement into the back yard. The owner's mother was living with her, and in 2007 the owner decided to install a bathroom in the basement, partly for the convenience of her mother. The owner took out a building permit and installed a bathroom with a sink, toilet, and stall shower. A refrigerator was also placed in the room so that it would be convenient to get a cold drink.

The owner further testified that there has never been a stove in that room, nor is there any gas line or vent that would allow for the installation of a gas stove. She has never rented this area separately from the rest of the house. The tenants did not contest this testimony. The owner submitted a copy of the rental agreement between the parties, which was signed on October 6, 2013.² The first page of this document states that the rental unit is a "single family house."

The owner submitted a copy of a City of Oakland form entitled "Notice of Limitation of Use of Property" regarding the subject property, which was recorded in the Alameda County Recorder's Office on April 7, 2007.³ This document states, in part: "Notice is hereby given that the City of

¹ Exhibit Nos. 1A through 1C. These Exhibits, and all others to which reference is made in this Decision, were admitted into evidence without objection.

² Exhibit Nos. 4A & 4B.

³ Exhibit No. 2.

Oakland . . . duly issued the above referenced permits to the owner(s) of the above referenced property authorizing: The existing art studio with lower cabinet and sink and bath room is ok as part of existing single family only. . . lower floor is connected to upper floor. . . The use of the subject property is subject to the following Conditions of Approval: The conversion of lower floor basement into art studio with lower cabinet and sink / with bath room.”

The Tenants’ Testimony: The tenants testified that they rent the entire house. The basement has not been rented to anyone else during their tenancy, and they have no knowledge that the basement has ever been rented separately. The tenants’ family consists of a mother, Ms. Nazzari, her adult son, Mr. Erausquin, and two grandchildren. The tenants testified that they were looking for a house with an in-law unit so that Mr. Erausquin could have privacy by living in the in-law unit.

The tenants further testified that they learned on Craig’s List that the house was available for rental. When they met with the owner, they told her that they wanted a house with an in-law unit, and the owner told them that the subject house would be perfect for their needs. Further, most houses in the neighborhood have basement in-law units. Mr. Erausquin sleeps in the basement of the house, keeps food in the refrigerator, and has installed a microwave oven.

The parties disagreed as to the contents of the Craig’s List ad, which is not available. The owner testified that when she met with the tenants they did not mention an in-law unit, nor did she tell them that the subject house contained such a unit.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The Applicable Law: California Civil Code Section 1954.52(a)(3) [Costa-Hawkins Rental Housing Act] provides that a dwelling or unit which is separately alienable from any other dwelling or unit is exempt from local rent control, except under certain circumstances. The Oakland Rent Adjustment Ordinance specifically states that if a unit is covered under Costa-Hawkins it is exempt from the Ordinance.⁴

Exceptions to the application of Costa-Hawkins:

A single family residence is exempt from local rent control laws unless one or more of the following situations applies:

- (1) The current tenancy began before January 1, 1996;
- (2) The prior tenant was evicted for no cause;
- (3) The prior tenant vacated after being given a notice of rent increase;
- (4) There were serious health, safety, fire or building code violations for which the owner was cited, and which were not corrected for six months before the start of the current tenancy.

“Dwelling Unit”: The Oakland Building Maintenance Code states that a dwelling unit is “a residential building, or a portion thereof, which contains living facilities, including provisions for

⁴ O.M.C. Section 8.22.030(A)(7)

sleeping, eating, cooking, and sanitation . . .”⁵ This Code also states: “Each dwelling unit shall be provided with a kitchen. Every kitchen shall be provided with an approved kitchen sink, cooking appliance, refrigeration appliance and cabinet.”⁶

Discussion: Many houses have a finished basement that includes a bathroom, and it is not uncommon for such rooms to contain a refrigerator and a microwave oven (which is not a “cooking appliance” as the term is used in the Ordinance). The same is true for many large offices. However, the mere presence of a bathroom, a microwave oven and refrigerator in a room or office does not make these areas into dwelling units. In the present case, there is no evidence that there has ever been a stove in the basement, and there is no kitchen sink.

The Notice of Limitation of Use of Property specifically states that the reconfigured basement area “**is ok as part of existing single family only.**” (emphasis added). There is no evidence that the basement has ever been rented separately from the rest of the house, there is no “kitchen,” the basement does not qualify as a “dwelling unit,” and renting the basement separately would violate the Notice of Limitation of Use. The basement is part of a single rental unit.

A preponderance of the evidence establishes that the subject unit is a single family residence, and that none of the exceptions to Civil Code Section 1954.52(a)(3) apply. The unit is exempt from the application of the Oakland Rent Adjustment Ordinance. It is therefore not necessary to address any additional issues in this case.

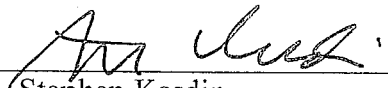
ORDER

1. Petition L14-0077 is granted.
2. Petition T16-0068 is denied.
3. The subject unit is exempt from the Rent Adjustment Ordinance pursuant to Civil Code Section 1954.52(a)(3).
4. The unit is not exempt from payment of the Rent Adjustment Program Service fee.
5. A Certificate of Exemption for the subject unit will be issued when this Decision becomes final.
6. Right to Appeal: **This decision is the final decision of the Rent Adjustment Program Staff.** Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) calendar days after service of the decision. The date of service is shown on the attached Proof of Service. If the Rent Adjustment Office is closed on the last day to file, the appeal may be filed on the next business day.

⁵ O.M.C. Section 15.08.170

⁶ O.M.C. Section 15.08.230 (C)

Dated: April 28, 2016



Stephen Kadin
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE

Case Number L15-0077 and T16-0068

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

Massoumeh Premji
637 Augustine
Lafayette, CA 94549

Tenant

Marcela Nazzari
9261 Skyline Blvd.
Oakland, CA 94611

Tenant

Diego Erausquin
9261 Skyline Blvd.
Oakland, CA 94611

Tenant Representative

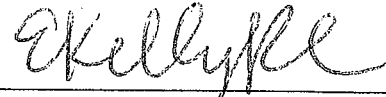
Glen Navis
131 Sunset Ave
Suisun City, CA 94585

Tenant Representative

Glen Navy
513 Labrador Way
Suisun City, CA 94585

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

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



Esther K. Rush
Oakland Rent Adjustment Program

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**CITY OF OAKLAND
RENT ADJUSTMENT
PROGRAM**

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

for Date Stamp Only
RECEIVED
FEB 01 2016
RENT ADJUSTMENT PROGRAM
OAKLAND
CASE NUMBER L15-0077

TENANT RESPONSE TO
CLAIM OF PERMANENT EXEMPTION

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

Your Name DIEGO ERASQUIN MARCELA NAZZARI	Complete Address (with Zip Code) 9261 SKYLINE BLVD	Telephone (415) 510 479 8747 (415) 577 7919 (510) 655 5431
Your Representative's Name GLEN NAVIS	Complete Address (with Zip Code) 513 LABRADOR WAY - 34150	Telephone (310) 936 8503

Number of Units on the parcel:

The unit I rent is: w/ INLAW a house an apartment a condo

Rental History:

Date you entered into the Rental Agreement for this unit:

Date you moved into this unit:

Are you current on your rent? Yes No Lawfully Withholding Rent

If you are lawfully withholding rent, attach a written explanation of the circumstances.

Exemption Contested

For the detailed text of the exemptions, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations on the City of Oakland web site. You can get additional information and copies of the Ordinance and Regulations from the Rent Program office in person or by phoning (510) 238-3721.

The property owner has the burden of proving the right to exemption for the unit. Explain below why your landlord's claim that your unit is exempt is incorrect.

Please list the date you first received the Notice to Tenants

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

landlord increased rent USD 400 end of first year

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

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.

Tenant's Signature

Marela Hazzari

Date

1-15-2016

1-15-2016

Date

Tenant's Signature

M. Wagan

Important Information

This form must be received at the Rent Adjustment Offices by the date and time limits prescribed by Oakland Municipal Code, Chapter 8.22. The offices are located at City of Oakland, Rent Adjustment Program, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. The mailing address is PO Box 70243, Oakland, CA 94612-0243. For more information, please call: 510-238-

You cannot get an extension of time to file your Response by telephone.

File Review

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

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

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

Dear City of Oakland.

the house we rent was built as a two bedroom house. the house is now three levels. The bottom floor which is an additional level build under the deck of the original house has its own separate bathroom kitchenette (- stoves) fridge which is basically an in-law ~~the~~ with its own two separate entrances. The kitchen also has a kitchen sink with running water, overhead and under ~~the~~ counters

L15-0077 MS/SK

<p>CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721</p>	<p>For date stamp.</p> <p style="text-align: right;">CITY OF OAKLAND RENT ADJUSTMENT PROGRAM</p> <p style="text-align: right;">2015 DEC 30 PM 12:12</p> <p style="text-align: center;"><u>LANDLORD PETITION</u> <u>FOR CERTIFICATE OF EXEMPTION</u> (OMC §8.22.030.B)</p>
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Please Fill Out This Form Completely As You Can. Failure to provide needed information may result in your petition being rejected or delayed. Attach to this petition copies of the documents that prove your claim. Before completing this petition, please read the Rent Adjustment Ordinance, section 8.22.030. A hearing is required in all cases even if uncontested or irrefutable.

Section 1. Basic Information

Your Name <i>MASSOUMEH PREMJI</i>		Complete Address (with zip code) <i>637 Augustini LAFAYETTE, CA 94549</i>		Telephone <i>925-818-0566</i> Day: _____	
Your Representative's Name —		Complete Address (with zip code) —		Telephone Day: <i>925-818-0566</i>	
Property Address <i>9261 Skyline BL. Oakland CA 94611</i>				Total number of units in bldg or parcel. <i>1</i>	
Type of units (circle one) <i>1</i>	Single Family Residence (SFR) <input checked="" type="checkbox"/>	Condominium	Apartment or Room		
If an SFR or condominium, can the unit be sold and deeded separately from all other units on the property?				<input checked="" type="radio"/> Yes	<input type="radio"/> No

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

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

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

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

Oakland CA 94617

1- NO

2- NO

3- NO

4- NO

5- yes

6- NO

7- It is a house, purchased 1988, From:
Karen & Don Isenbueg

8- Aug 22, 2013

one Family

Diego Erasquin

Marcela Nazzari



Acknowledgement of Payment Received

December 09, 2015

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

Payment Type: CK# 1202

Business Tax	\$2,100.00
State Mandated Disability Access Fee	\$0.00
Total	\$2,100.00

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

Account	Account Name	Business Address
28057127	PREMJI ABDUL M & MASSOUMEH A TR	9261 SKYLINE BLVD
Total number of Accounts		1

Business Tax certificates are issued for accounts that are paid in full after your payment has been processed and accepted by our bank. Please keep this acknowledgement for your records. Thank you.

Payment received by: MUNOZ9R