

CHRONOLOGICAL CASE REPORT

Case No.: T15-0698
Case Name: Diaz v. Le
Property Address: 1605 8th Avenue, # 206, Oakland, CA
Parties: Elizabeth Diaz (Tenant)
Minh Le (Owners)

PROPERTY OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant filed Petition	December 30, 2015
Owner Response filed	January 29, 2016
Hearing Decision issued	May 20, 2016
Owner Appeal filed	June 9, 2016

2016 JUN -9 PM 4:13

City of Oakland Residential Rent Adjustment Program 250 Frank Ogawa Plaza, Suite 5313 Oakland, California 94612 (510) 238-3721		APPEAL	
Appellant's Name MINH LE		Landlord <input checked="" type="checkbox"/> Tenant <input type="checkbox"/>	
Property Address (Include Unit Number) 1605 8 th AV # 206 OAKLAND, CA 94606			
Appellant's Mailing Address (For receipt of notices) 5033 CRYSTAL RIDGE CT OAKLAND, CA 94605		Case Number T15-0698 Date of Decision appealed 05-19-2016	
Name of Representative (if any) DANNY DO		Representative's Mailing Address (For notices) 544 INTERNATIONAL BL #1 OAKLAND, CA 94606	

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.

2016 JUN - 9 PM 1:15

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 24. 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 06-09, 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:

<u>Name</u>	ELIZABETH DIAZ
<u>Address</u>	1605 8 th AV. # 206
<u>City, State Zip</u>	OAKLAND, CA 94606
<u>Name</u>	
<u>Address</u>	
<u>City, State Zip</u>	

	06-08-2016
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.

119A

1

June 8, 2016

RECEIVED
CITY OF OAKLAND
Housing Department
2016 JUN -9 PM 4:14

Fr.: Minh Le
5033 Crystal Ridge Ct
Oakland , CA 94605

To: Mr. Stephen Kasdin
Hearing Officer
Rent Adjustment Program

Subject: Appeal decision May 19, 2016

Dear Mr. Kasdin:

After reviewing your decision we received on May 22, 2016 . We would like to submit the information we brought in at the hearing last time which you refused to take.

The following decisions we would like to appeal:

CURRENT PROPOSE RENT INCREASE:

We rescinded the rent increase effective 01/01/2016 \$1,057 to \$1,175 then sent a new rent increase effective 04/01/2016 \$1,057 to \$1,111.00 Rent of the unit now supposed to be \$1,111.00 .

DECREASE HOUSING SERVICE:

Tenant breached her duty CARE FOR & MAINTAIN the premises
Failed to notify landlord promptly when problem arises
Substantially interference to the landlord duty to maintain premises by not allowing landlord's workers to enter for repair in timely manner.(1)
After notifying landlord tenant did not give landlord reasonable time to cure problem (30 days)

Ex: We received letter requesting repair on 12/26/2016

We contacted her on 12/27/2016 by calling her, posted letter at the door to schedule repair.

She did not respond to any call from any worker .

She called City 12/29/2016 inspection 01/04/2016 reinspection date 02/04/2016.

She did not care about the dead line.

She let the worker in 2 days and did not let them in for 7 days . She disappeared for 2 months . We can't contact her at all. The Certified mail has been returned unclaimed. I almost sent out notice of abandonment (see text messages attached)

WITNESS: Randy Schimm inspector phone # 510 238-3846 (I sent him emails asking for help)

We think it's very unfair for us to be penalized for damages causes by tenant delayed with bad intention.

Sincerely,

Minh Le

Minh Le (510)414 2232

(1)CC1941.2

Encl#21pages

000120

U.S. POSTAL SERVICE
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

March 9, 2016

2016 JUN - 9 PM 4:15

To: Ms. Elizabeth Diaz
1605 8th Ave, #206
Oakland, CA 94606

Fr.: Minh Le
544 International Blvd, #1
Oakland, CA 94606

Subject: Communication breakdown

Dear Elizabeth:

I sent you mails by first class . The manager posted letters to your door.
I also called and texted but I have not received any response from you since February 4th.
Please acknowledge that you received those mails by giving me or Danny a text message .

We want to replace the carpet for your unit long time ago and our carpet installer has been waiting for your permission to do the work. This is one item in the building compliance code violation owner needs to make correction. We have done all other items before November 4th, 2015 the time limit on the City's letter. We can't install your new carpet because you don't give us access. It's has been one month extension but we haven't heard from you. Please talk to the city inspector regarding this item so he can close the case.

We sent you a letter regarding rent increased with the 2 RAP letters on February 29, 2016. One copy for you to keep, one to return to us with a prepaid envelope. We have not received that back?

The resident manager, Danny, would like to come to see your apartment after many works had done while he was absent. Please respond to his calls and notes he posted at your door.

If we still won't hear from you after this letter, Danny will enter your unit with the 24 hours notice post at your door.

Sincerely,

Minh Le

Minh Le
(510) 414 2232

7015 1520 0003 3027 4574

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

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

OAKLAND, CA 94606

Certified Mail Fee	\$3.45
Extra Services & Fees (check box, add fee as appropriate)	\$2.80
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.71
Total Postage and Fees	\$6.96

LAUREL STATION
OAKLAND, CA 94606
MAR 10 2016
0019 15

Sent To
ELIZABETH DIAZ
Street and Apt. No., or PO Box No.
1605 8th AV #206
City, State, ZIP+4®
OAKLAND, CA 94606

000121

January 29th 2016

To: Elizabeth Sagado *DIAZ*

1605 8th Ave #206

Oakland, CA 94606

Fr: Minh Le

544 International Blvd , #1

Oakland, CA 94606

Subject: Rescission of Rent increase Notice dated 11/15/2015

Dear Elizabeth:

Due to wrong calculation the rent increased effective 01/01/2016 is invalid. We will send you the refund for January and February 2016 if you already paid the increase.

Attached is the new increase effective 04/01/2016 .

Sorry for the inconvenience.

If you have any question please give me a call 510-414-2232

Sincerely



Minh Le

(Owner)

000122

TO: ELIZABETH SALGADO OR DIAZ
All Residents (tenants and subtenants) in possession (full name) and all others in possession

of the premises located at:

1605 8th AV # 206
(Street Address) Unit # (if applicable)
OAKLAND, CA 94606
(City) (Zip)

You are hereby notified, in accordance with Civil Code Section 827, that 30 days after service upon you of this Notice, or 04/01/2016, whichever is later, your monthly rent which is payable in advance on or before the

FIRST day of each month, will be the sum of \$ 1111, instead of \$ 1,057, the current monthly rent.

Except as herein provided, all other terms of your tenancy shall remain in full force and effect.

If you fail to fulfill the terms of your credit obligations, a negative credit report may be submitted to a credit reporting agency.

02/29/16
Date

Minh Le
Owner/Agent

Proof of Service

To be filled out by Server AFTER service on Resident is complete

I, the undersigned, being at least 18 years of age, declare that I served this notice, of which this is a true copy, on the 02 day of 29 (month), 2016 (year), on the above-mentioned resident(s) in possession, in the manner indicated below. FEB 29

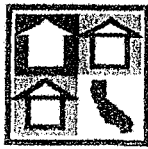
- BY DELIVERING a copy of the Notice to the following resident(s) PERSONALLY: _____
- BY LEAVING a copy for each of the above-named resident(s) with a person of suitable age and discretion at the residence or usual place of business of the resident(s), said resident(s) being absent thereof; AND MAILING by first class mail on said date a copy to each resident by depositing said copies in the United States Mail, in a sealed envelope, with postage fully prepaid, addressed to the above-named resident(s) at their place of residence.
- BY POSTING a copy for each of the above-named resident(s) in a conspicuous place on the property therein described, there being no person of suitable age or discretion to be found at any known place of residence or business of said resident(s); AND MAILING by first class mail on the same day as posted, a copy to each resident by depositing said copies in the United States Mail, in a sealed envelope with postage fully prepaid, addressed to the resident(s) at the place where the property is situated.
- BY MAILING by first class mail on said date a copy to each resident by depositing said copies in the United States Mail, in a sealed envelope, with postage fully prepaid, addressed to the above-named resident(s) at their place of residence. (NOTE: SERVICE BY MAIL IS AVAILABLE FOR NOTICE OF CHANGE OF MONTHLY RENT ONLY.)

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct and if called as a witness to testify thereto, I could do so competently.

Executed this 029 day of 02 (month), 2016 (year), in OAKLAND (city), CA (state).

MINH LE
Name of Declarant (Print)

Minh Le
(Signature of Declarant)



Unauthorized Reproduction
of Blank Forms is Illegal.





CITY OF OAKLAND

Department of Housing and Community Development
Rent Adjustment Program

<http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment/>

P.O. Box 70243
Oakland, CA 94612
(510) 238-3721

CALCULATION OF DEFERRED CPI INCREASES (BANKING)

Initial move-in date	13-Sep-2003	MUST FILL IN D9, D10, D11 and D14	Unit: T15-0698 206	CHANGE YELLOW CELLS ONLY
Effective date of increase	1-Apr-2016			
Current rent (before increase and without prior cap. improve pass-through)	\$1,057			
Prior cap. imp. pass-through				
Date calculation begins	1-Apr-2005			
Base rent when calc. begins	\$1,000	If the planned increase includes other than banking put an X in the box→ 		

ANNUAL INCREASES TABLE

Year Ending	Debt Serv. or Fair Return increase	Housing Serv. Costs increase	Base Rent Reduction	Annual %	CPI Increase	Rent Ceiling
4/1/2016				1.7%	\$ 21.56	\$ 1,290.07
4/1/2015				1.9%	\$ 23.65	\$ 1,268.50
4/1/2014				2.1%	\$ 25.60	\$ 1,244.85
4/1/2013				3.0%	\$ 35.51	\$ 1,219.25
4/1/2012				2.0%	\$ 23.21	\$ 1,183.74
4/1/2011				2.7%	\$ 30.51	\$ 1,160.52
4/1/2010				0.7%	\$ 7.86	\$ 1,130.01
4/1/2009				3.2%	\$ 34.80	\$ 1,122.16
4/1/2008				3.3%	\$ 34.74	\$ 1,087.36
4/1/2007				3.3%	\$ 33.63	\$ 1,052.63
4/1/2006				1.9%	\$ 19.00	\$ 1,019.00
4/1/2005				-	-	\$1,000

Calculation of Limit on Increase

Prior base rent	\$1,057.00
Banking limit this year (3 x current CPI and not more than 10%)	5.1%
Banking available this year	\$ 53.91
Banking this year + base rent	\$ 1,110.91
Prior capital improvements recovery	\$ -
Rent ceiling w/o other new increases	\$ 1,110.91

Notes:

1. You cannot use banked rent increases after 10 years.
2. CPI increases are calculated on the base rent only, excluding capital improvement pass-throughs.
3. The banking limit is calculated on the last rent paid, excluding capital improvement pass-throughs.
4. Debt Service and Fair Return Increases include all past annual CPI adjustments.
5. An Increased Housing Service Cost increase takes the place of the current year's CPI adjustment.
6. Past increases for unspecified reasons are presumed to be for banking.
7. Banked annual increases are compounded.
8. The current CPI is not included in "Banking", but it is added to this spreadsheet for your convenience.

Revised April 30, 2015

Mr. Danny (Manager)
 105 1st St
 Oakland, CA 94612
 Mr. Christopher Dixon
 105 1st St
 Oakland, CA 94612

We have been trying to reach you several times
 by phone and left messages as well but received
 no responding from you at all!

Please contact us either in person
 or by phone as Danny at 510-387-7045
 re scheduling of the carpet replacement
 in your unit.

Thanks



24-HOUR NOTICE OF INTENT TO ENTER PREMISES

To: ELIZABETH DIAZ
Address: 1605 8th AV Unit # 206
OAKLAND, CA

Dear Resident:

Please be advised that the Owner/Agent or Owner's/Agent's employee(s) will enter above listed premises on or about (Date/Time) 1/14/16 4:00 P.M, 2016, during normal business hours for the reason listed below:

- To make necessary or agreed repair(s) and/or improvement(s)
- To exhibit the premises to: a prospective tenant, workers and/or contractors
- Other:

If you have any questions, please don't hesitate to call.

Owner/Agent: TINH VAN LE
Date: 1/13/16 Phone: (510)414-2232

This notice is given in accordance with the provisions of Section 1954 of the California Civil Code.



412 (510) 832-0857 home
(510) 692-3722

Oakland, Ca. Dec.27th 2015
From: Danny Do (Manager)
1605 8th Ave Apt 102
Oakland, Ca.94606

To: Elizabeth Diaz
1605 8th Ave Apt. 206
Oakland, Ca. 94606

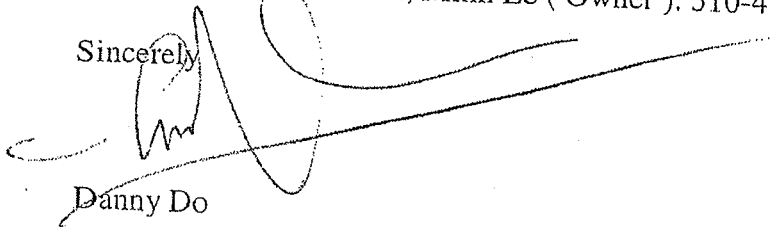
Re: Repairs requested letter owner received on 12/26/2015.

Hi Elizabeth,

The owner just received a letter written 13 items you want us to look into it.
We are already assigned the works to more than one repair person. Please response to their phone call
and arrange the schedule with us for them to inspect and repairs.

Phone number to contact, Minh Le (Owner): 510-414-2232

Sincerely,



Danny Do

WORKERS ASSIGNED

- ⑥ ① ⑨ Jorge (510) 355-2054
- ⑧ ② ⑪ JOSE (510) 944-7578 → MOLD
- ③ CARPET & FLOOR
- ④ MR THOMAS 396-9630 FSI Heating
- ⑤ MR. DINH (510) 717-7136
- ⑩ Ricky (510) 390-4386 → 318 0388
- ⑫ SANTA CLARA APPLIANCE
- ⑬ Jecun (CAPABLE) (his) 516-4526

Date: 12/17/2015

From: Danny Do (Manager)

Oakland, Ca. 94606
510-465-7076-ext. 12

To: Elizabeth Diaz
1605 8th W #206

OAKLAND CA 94606

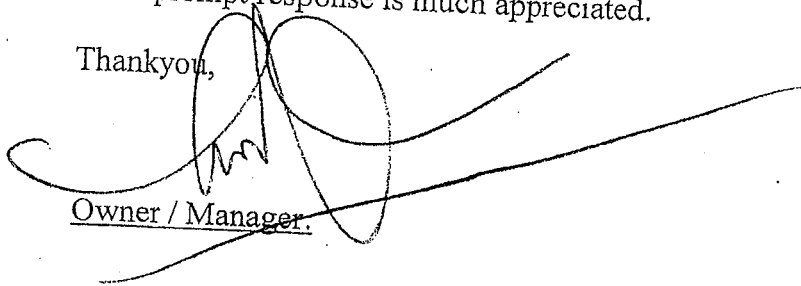
Just a friendly remind note

(portion only)

Your rent is due on the first of each month. The rent of \$528 is now 17 days past due. Please send your monthly rent including \$0 late charge and \$0 NSF penalty for the total of \$0 for the rent of Dec 15 immediately.

Your prompt response is much appreciated.

Thankyou,



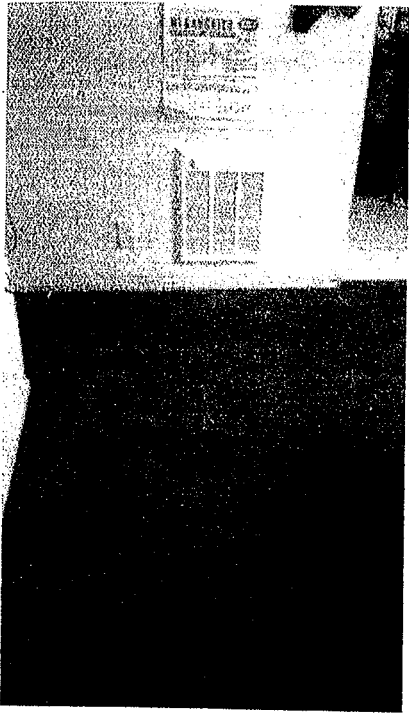
Owner / Manager.

Dear,

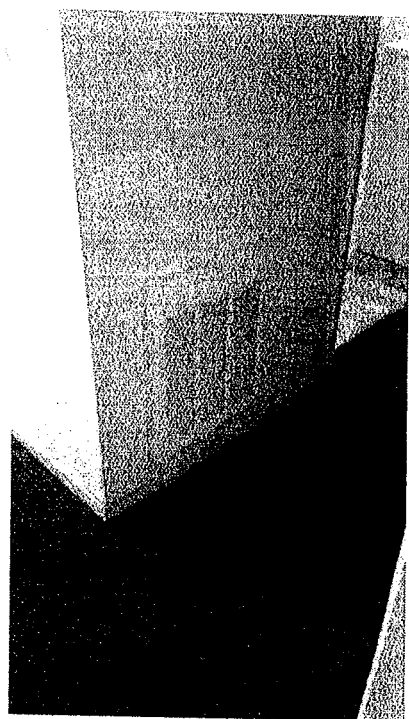
Myself and the carpet installer tried to call and left messages for you, received no responding from you at all.

would you wish for us to re-nail the floors and change the carpet in your unit?

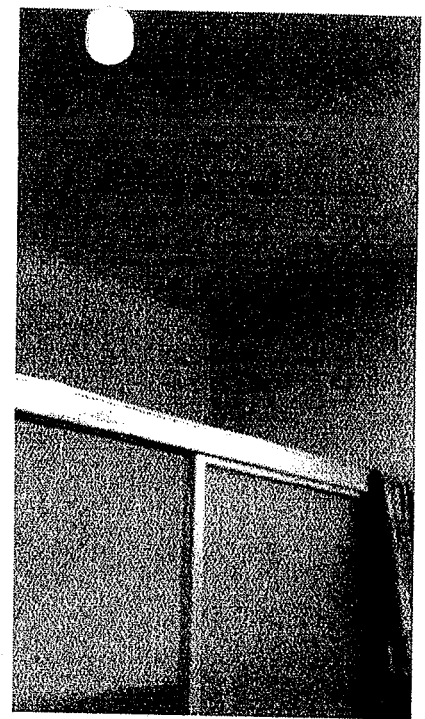
carpet installer: 510-390-4386



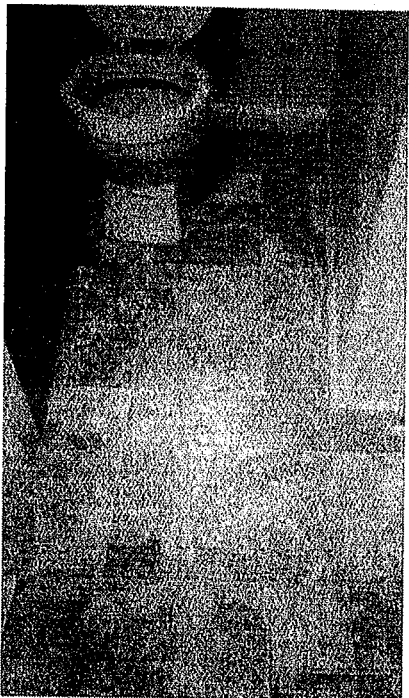
NEW HEATER
NEW CARPET



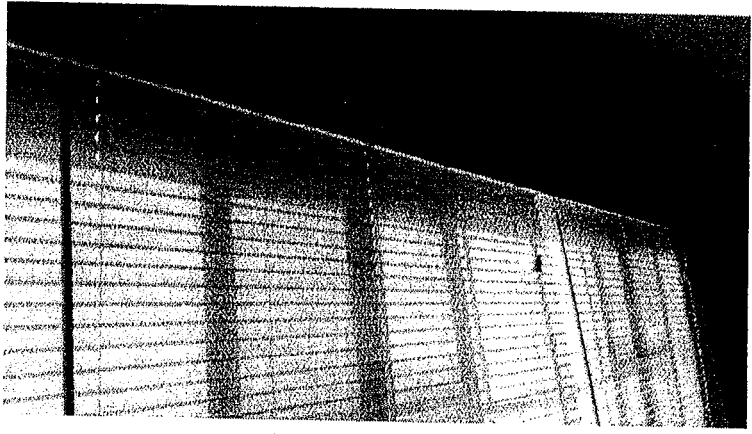
NEW HEATER



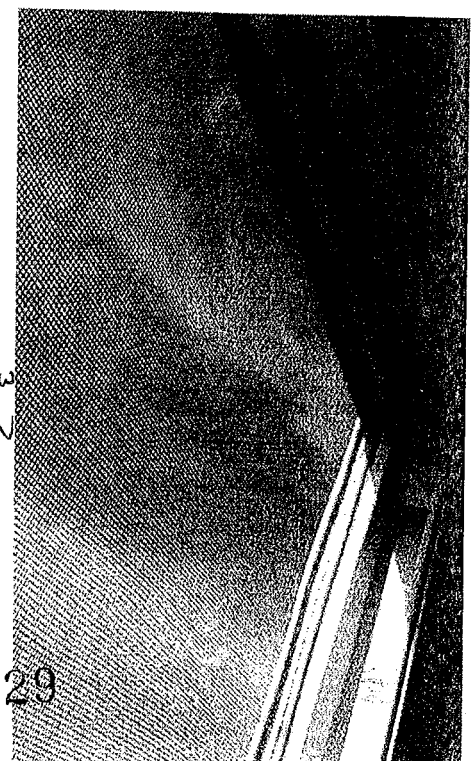
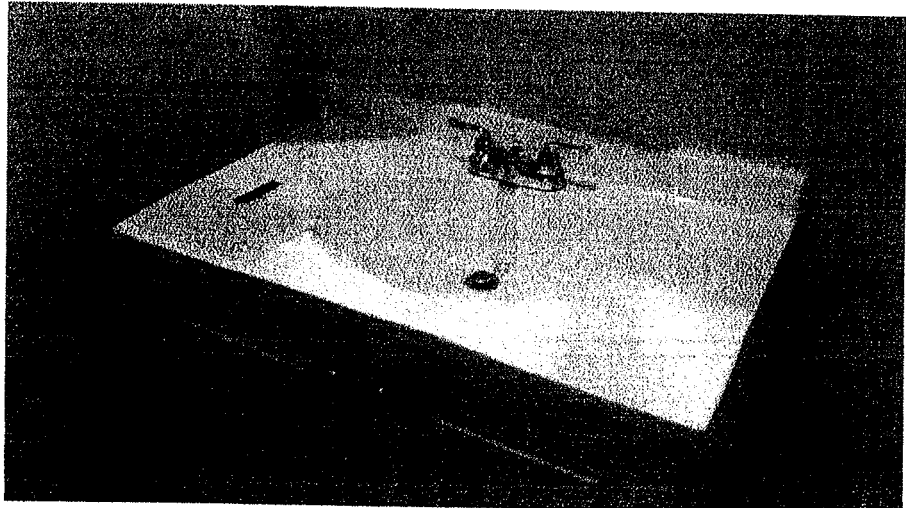
NEW BATHROOM SHEET ROCK
CEILING



NEW SUBFLOOR & LINOLEUM



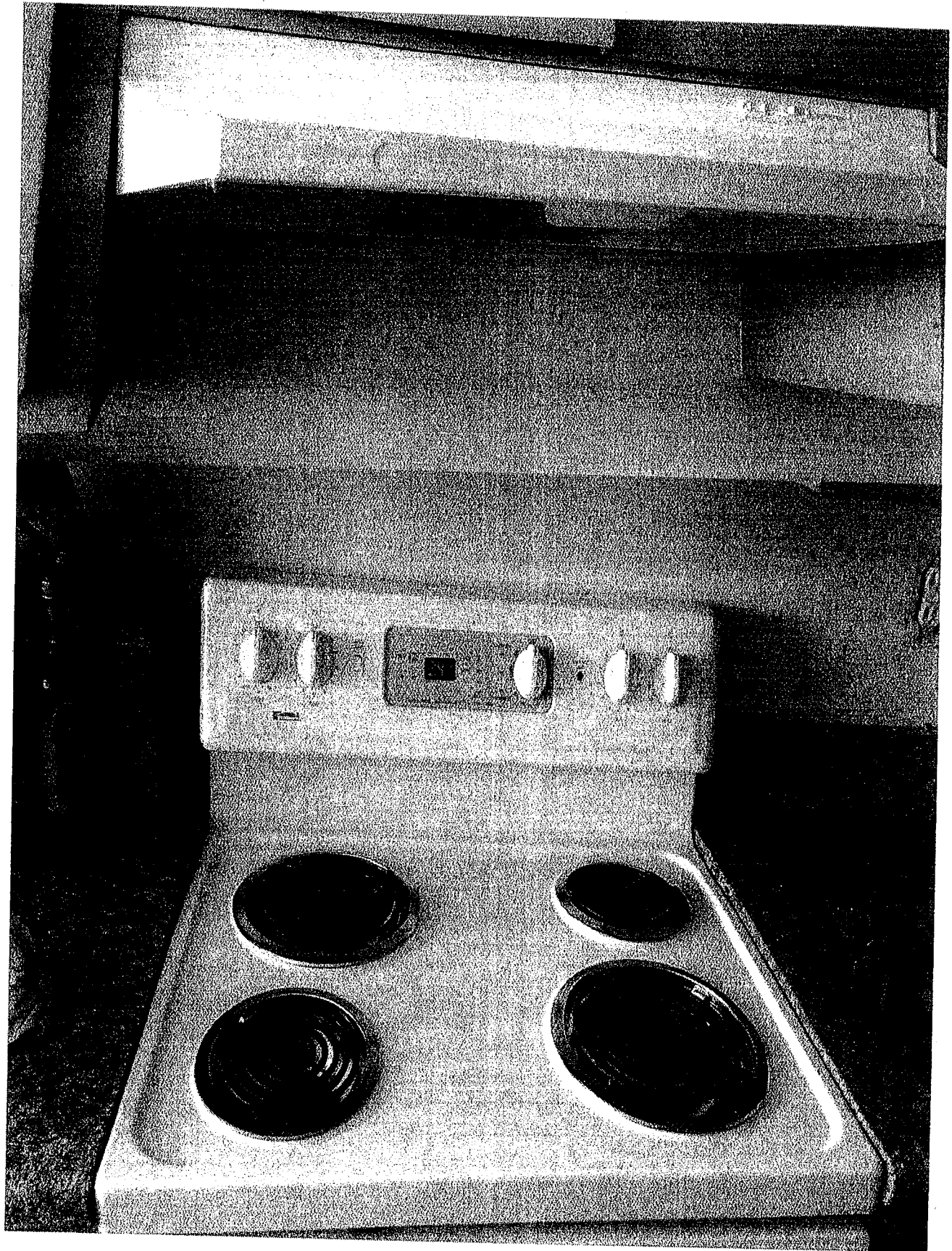
NEW BLINDS



NEW
WINDOW
SCREEN

000129

12



000130

Sun, Jan 24, 1:11 PM

Hi Elizabeth
Is the water leak any where.
Please check the under sink in
bathroom. Let me know

There are water leaking fr your
bathroom to ceiling downstair
apt . I called Jose he will come
at 3:00pm .pls let him in to gō
the leak.

Fix the leak
I appreciate your cooperation.

Is someone home do Jose can
come at 3:00pm?

Look Ming it is Sunday we are at
church and it's our private, rest
day. I thought you said Jose or
any of your workers don't work
on Sundays?

Water is leaking so bad to
downstair apt .i ask if he could
come to fix . He say OK . If it not
OK w you I tell him not to come.
But pls lock the under sink vale
for me .

Water comes down from the fan
on the ceiling of downstair apt . I
asked tenant downstair to use a
bucket to catch the water .

Well, there's the lovely work
your worker Jose did. We do not
need anyone to tell us what
needs to be done. The valves
have been closed since Friday. I

am in service right now.

When can he come to fix the
problem?

I said I was in church service I
don't care about any of this right
now. Appt was made for
Inspector on Tuesday right? He
can come then.

SUNDAY
Water leak from
her apartment
she did not let
us come to fix
until Tuesday

Send

000131

Messages

Elizabeth Diaz

Details

How about Monday? Water leaking can't leave it long . It emergency,

Ok, please stop. You are harassing me now. I have asked to be left alone ad this is my worship day. There is no leak going on in here. If downstairs has

a problem, then you need to check with them and not me.
Good day.

Mon, Jan 25, 11:11 AM

The leaking i from your bathroom . Please let us in to stop the leak .It does not take long . I will be there too. Let me know please.

REQUESTED
24 HOURS
NOTICE IN
WRITING

You can provide me with 24-hour notice is what you need to do.

For emergency : water leakage or fire. No need 24hours notice.

If you don't want to let us in to fix the leakage to ceiling of apt downstair you are responsible to pay for damage.
I told you the problem and asked for your permission more than 24 hours already
You don't have to be home . I am there w the worker . i have the key to get in to your apt .
Please cooperate

Ok I send the worker home . Then tomorrow they will come in early in the morning to fix .

Harassing me is not helping you lady. You did not give me any 24 hour notice stating you were going to come Monday.
Emergency or not, I need to be made a

ware when you all plan to do



Send

000132

67

Messages Elizabeth Diaz

Details

ware when you all plan to do things. Maybe if you brought professional workers from the beginning, things would've been fixed correctly. Instead you've i

ntroduced charlatans, con men into my home that keep re-doing the same work, failing inspections, verbally insulting us all while you do nothing. While i

t is your right to hire anyone, it is also my right to speak up and say these people have taken up our time, infected our home with bad hygiene ethics. A

s for threatening me on being responsible for incurring costs to repairs being done on the downstairs unit, I would suggest you charge your workers for c

reating the problem. If that is the case then I will charge you for the lamp that Jose's worker broke in my bedroom and failed to report to me, just left

there in shambles. I will be contacting the city to verify everything you have just informed me is accurate.

Is tomorrow 9:00am ok with you?
Tuesday appointment is set last week.

Tue, Jan 26, 7:49 AM

My husband will be there w the worker 9:00am today.

Tue, Jan 26, 12:51 PM

Is the inspector coming or not?

I just called. City will come tomorrow. He will call to let us know what time tomorrow morning.

I thought you said today? You lied to me. You just wanted Jose



Send

000133

Messages Elizabeth Diaz

Details

SHE DID NOT WANT US TO FIX THE LEAK SO THE CITY INSPECTOR WILL FAIL INSPECTION

lied to me. You just wanted Jose to come fix stuff so you can pass the inspection. I don't have your time to be here again

tomorrow and I don't care if you or your husband say you can come in if I'm not here. I'm going to go to the city right now and ask why they didn't come

today and if in fact the appointment was for today.

Tue, Jan 26, 2:13 PM

We have to change the appointment for tomorrow because you did not let us in to fix the leak Monday. The city require the work be done before appointment be set. Please go there and find out. I really don't want to go To your apt without your present. If you don't agree for tomorrow I have to cancel the appointment again. Let me know yes or no?

You don't have to be home, your mother can open the door I will be there w the inspector.

ON THE FIRST PAGE SHE SAID WORKER CAN COME ON TUESDAY

I never said I wasn't going to let you in on Monday. You never said anything about having anyone come on Monday, so we took advantage of the day to final

ly go out and run errands, medical appointments and things we have not been able to do since we've been stuck at home supervising your workers. How does

that change the agreed, scheduled day for inspection on Tuesday? Now you change it for tomorrow?

How do you know that my mother is available to be the bell girl for all of you? You have not

Send

000134

16

Messages Elizabeth Diaz

Details

even given me times for said inspection.

City won't let you know the time . Only on that morning .

guess I have to cancel tomorrow appointment if you don't agree and send you 24 hours notice for Thursday appointment .

Again another cancellation? Why now?

I have not cancel yet . But if you don't agree I will cancel . Pls tell me yes or no?

They can come tomorrow, sure

Thank a lot . I just want to have it done so I can let the carpet people work on your floor. Can I see your garage tomorrow also ? Pls don't forget .

WE REQUESTED TO SEE THE GARAGE TO FIX THE LEAK AT LEAST 5 TIMES.

Wed, Jan 27, 6:39 AM

Inspection time 11:00am-1:00pm Pls find garage door key , I would like to take care of it ASAP

We will see you all at 11am then.

Ok thank you When will you want to do carpet so I can order worker?

We can discuss that later

I will tell you later on today.

Ok

Wed, Jan 27, 11:02 AM


I am here at parking How are everything? Looking good ?

I don't know what to say I can't



Send

000135

 Messages

Elizabeth Diaz

Details

I don't know what to say. I can't tell what's good work or not anymore. I'm sure the inspector will know more than me.

Any leaking any where?

I don't know. We are not using the faucet to be on the safe side

I hope it's passed today so we can move forward. I want you to have a nice apartment. I want both of us are happy.

I would like that too.

Great without your help I will be miserable. I need your help.

My family and I have been cooperative to have things get done.

Thank you

I'm not sure why you just called to ask that when the inspector gets here I "don't ask, don't tell" him anything. I'm perplexed by this. If and when the

inspector decides to ask me something I will respond. If I have a question for him, I will ask it after the inspection is over, like I did on 1/19/16. As

for you ordering me what to say and when to speak, is beyond your control and it's a threat and intimidation. No can do Ming.

You are twisting my words. My God, I don't know who are harassing who?

No, I know exactly what you meant. Don't ask, don't tell? What would that sound like if someone told you that? I'm going to get past this.



Send

000136



18

Messages Elizabeth Diaz

Details

Elizabeth . Be nice please ,life is short . God is w us always. I am doing everything in good faith .

Thu, Jan 28, 10:29 AM

I Have another worker (not Jose) To work on cleaning your brother bedroom and closet . (The condition is not too bad) Can I give you his number so you can set up appointment w him?

Mon, Feb 1, 9:19 AM

Can he come tomorrow at 10:00am ? He will clean your brother bedroom an closet before carpet installation. If I don't hear from you I have to serve 24h notice to enter. I don't have more time to wait.

An Le home service 510 990 7112 he is waiting for your call to confirm appointment.

Can I give him your phone number?

Mon, Feb 1, 12:24 PM

Can you call your worker and let him know that Wednesday at 10 am sounds good. Or if he needs to come later, it's fine with us.

Ok
When will you ready for carpet?
Randy Schimm gave me 1 week extension from 02/04/16.
We have to work with the Carpet Installer on their available time .
They have busy schedule too.

So, when will Randy be coming for inspection then?

He said one week extension .
Let him know the progress . Do



Send

000137

Messages Elizabeth Diaz

Details

Let him know the progress . Do my best .

Well, since the carpet people want the area/s cleared if furniture, I will be the only one moving furniture

You can ask relative, friends help, you can also hire someone to move your furniture for you . We can't help you due to liabilities .

Well, I have no relatives or friends since I'm not from the area and I don't see why I should hire someone to move my things as it's not in my budget.

Mon, Feb 1, 8:44 PM

I gave An Le your phone number because he said he has doctor appointment on Wednesday

Ok

Tomorrow is best for him . You both set the time with each other . Please call him

Tomorrow is not best for me. I had stated Wednesday, I don't see why I have to call him.

How about Thursday ?

So, when exactly is the inspection going to take place, since it won't be this Thursday?

Tue, Feb 2, 10:23 AM

He said extension 1 week . I have to call when work is done

Wed, Feb 3, 9:37 AM

An Le said he called you , you did not pick up the phone . He left message waiting for you to call him back ? Hi Numbers

IT EXTREMELY HARD TO SET AN APPOINTMENT TO DO REPAIR WORKS .

SHE NEVER CALLED BACK TO WORKERS



Send

Messages Elizabeth Diaz Details

call him back? Hi Numbers
990 7112

Isn't he coming on Thursday?

He is waiting for your respond to know when he should come?

Wed, Feb 3, 11:40 AM

Well, I had said Wednesday at 10, but since he couldn't you can tell him he can come tomorrow or Friday at the same time, it's just the same at this point.

Ok, Thursday at 10:00am

Good then, we will be here waiting for him.

Thu, Feb 4, 10:19 AM

Did An come?

Yes, him and his assistant are here

Thu, Feb 4, 2:26 PM

How are they doing?

So far, they are doing pretty well. Courteous and doing their jobs, no inappropriate talk, and if they are I don't speak the language so it's good.

Did he fix the leak under sink?

Pls dont use the old piece of fabric you used before to cover the new blinds. The window covering need to be very clean and dry and free of mold.

He said the sink looks good. I don't know. There's nothing obstructing the window. Heater works, so we are ok

He said he tighten the join under the sink tested
Please let me know if any dripping still happen.



Send

Messages Elizabeth Diaz Details

Please let me know if any dripping still happen. Thanks

Ok

Thu, Feb 4, 5:31 PM

Please let me know as soon as you make plan on moving furniture . I have to coordinate w the carpet installer . They are busy too . They need to fit work in their schedule .

Thu, Feb 4, 6:31 PM

Fri, Feb 12, 4:08 PM

When will the floor is available? At City Randy Schimm said I should have the date by now. I will be out of town 2/18- 2/22

Fri, Feb 26, 12:50 PM

Hi . I am back in town . Danny is back too . When can we work on the floor? I have worker stand by . The carpet installer won't do construction work .

Please set the date ASAP . I need to let Randy Schimm know.

Wed, Mar 9, 4:18 PM

Hi Elizabeth
What happen to you? I tried to get the hold of you for the last 2 weeks , posted messages at your door , sent mail to you via post office first class . I hope you will respond to this message , let me know if you received all messages I sent you?



Send

SINCE FEB 4
SHE STOPPED
ANSWERING MY
TEXTS
UNTIL I HAVE TO
SENT HER A
CERTIFIED LETTER
ON 03/09/16
SHE SENT A RESPOND
LETTER ON.
03/27/16 -
ALMOST 2 MONTHS.

< Messages

Elizabeth Diaz

Details

Mon, Apr 4, 11:56 AM

I received your mail request repair complete. Please call me or Danny to set up appointment for worker to do the repair to get it done for you. We are waiting for your call.

Mon, Apr 4, 7:20 PM

To clarify, I am not requesting any special or extra repairs, I am simply reminding everyone that the necessary repairs were not completed, and no one c

hecked in with us to verify if work was completed.

My question now is: What is the entrance to my apartment on 4/6/2016 be for, as it is not clearly stated in the notice left on my door this afternoon. Al

so, I appreciate how you continue to text me.

Send

FINALLY SHE
LET US COME
TO DO ALL
THE WORKS.
IF SHE COOPERATES
LIKE THIS LAST
YEAR THE APARTMENT
IS DONE BEFORE
DECEMBER.

CITY OF OAKLAND
 Department of Planning and Building
 BUILDING SERVICES
 250 Ogawa Plaza · 2nd Floor · Oakland, CA 94612
 telephone (510) 238-3444 · facsimile (510) 238-7287 · www.oaklandnet.com

2016 JUN -9 PM 4:16

PERMIT INSPECTION RECORD

Commercial and Multiple-Unit Residential
 California Building, Electrical, Plumbing, Mechanical, Energy, and Green Building Codes
 Oakland Building, Planning, Sustainability, Fire, and Municipal Codes

Address: 1605 8TH AVE, #206, Oakland, CA 94606 **ST Suite:** #206 **APN:** 020 018800701

Description: Repair bathroom subfloor and joists. #1504452. Permit must be finalized by 2-16-16.

Owner: Le Tinh V & Minh T Trs & Vu Tien T & Thanh B **Issued:** 01/13/2016

Contractor: **Type:** Non-Residential Building - Repair

Construction: **Sprinklers:** No

Spec Insp:

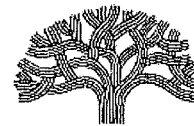
Permits: B1600150 E1600073 P1600085

Pre-paid Inspections: 3 3 3

General Notes	
1a	This Inspection Record Card and the Approved Plans and Approved Construction Management Plan must be readily available at the job site for all inspections. Protect all documents from the weather.
1b	All construction must remain readily visible for inspection until the "OK TO COVER" box on this Inspection Record Card has been signed and dated by the City inspector.
1c	Noise levels and Hours of Construction shall conform with the Zoning Conditions of Approval and Oakland Municipal Code regulations.
1d	Follow all hazardous material testing, worker protection, remediation, and disposal regulations (lead-based paint, asbestos, etc.).
1e	Toilet facilities must be provided on-site for construction workers.
Permit Expiration & Refunds	
2a	A permit may be extended (fee required) for a total of one year from the date of issuance only if no inspections have been performed.
2b	Each permit will expire separately unless each of the Major Inspections (Foundation, First Floor, Frame, Final) is approved by the City Inspector every 6 months (or sooner). An expired permit cannot be reinstated if an inspection has been performed.
2c	A Refund Request must be filed for all refunds. Up to 80% of inspection fees may be refunded if no inspections have been performed. No fees may be refunded more than 180 days after a permit has expired.
Site Maintenance	
3a	"Best Management Practices" must be used daily for dust control and to protect storm water drainage systems (C6).
3b	Jobsite must be cleaned daily of trash and debris and maintained free of graffiti. Construction materials must be neatly stockpiled on-site. Vehicles and equipment must be parked on-site (see 5a below).
Inspections	
4a	To avoid being charged for an inspection, a cancellation must be called-in before 10:00 am on the morning of the scheduled inspection.
4b	For Building (B), Electrical (E), Plumbing (P), Mechanical (M), Grading (GR), Solar (SE, SP), Zoning, and Infrastructure (PX, PZ) inspections, call (510) 238-3444 weekdays 8:00 am to 4:00 pm, Wednesdays 9:30 am to 4:00 pm well in advance. Each permit must be scheduled separately.
4c	For Fire inspections, call (510) 238-3851. For Public Works inspections, call (510) 238-3651. For EBMUD sewer lateral certification inspections, call (510) XXX-XXXX.
4d	When a permit is Greenpoint or LEED energy rated, third-party inspections by a pre-Certified Rater must be also be completed. City inspections are not a substitute for the Certified Rater's inspections and approvals.
Additional Permits	
5a	Separate permits (OB) are required to reserve curbside parking or to obstruct the sidewalk or street in any way (scaffolding, pedestrian canopy, construction fencing, material stock piles, debris dumpsters, traffic lane closure, etc.).
5b	Separate Fire Prevention Bureau permits are required for fire sprinkler and fire alarm systems.
5c	Separate permits (X, SL, CGS) are required for excavation and repair work in the Public Right-of-Way (sidewalk, curb, gutter, driveway approach, sewer lateral, water and gas piping, storm drain, etc.).

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1	FOUNDATION Major Inspection	2	FIRST FLOOR Major Inspection	3	FRAME Major Inspection	4	FINAL Major Inspection	5	SITE
ELECTRICAL		ELECTRICAL		ELECTRICAL		ELECTRICAL		PRE-CONSTRUCTION	
E 10	CONSTRUCTION POWER	E 20	UNDERFLOOR	E 30	SUBPANEL/ FEEDER	E 40	SMOKE & CO ALARMS	S 50	PRE-CON MEETING
E 11	W/FR	E 21	CABLE PROTECTION	E 31	WALLS	E 41	EQUIPMENT/ DEVICES	S 50B	OBSTRUCT/ ENCROACH
E 12	UNDERGROUND/ CONDUIT/CABLE	E 22	EXTERIOR WRNG	E 32	BOX MAKE-UP	E 42	UTILITY RELEASE/ TRANSFORMER	S 50C	SURVEY/ ELEVATION
E 13	SINGLE SERVICE			E 33	SUSPENDED CELNG	E 43	ENERGY/ CAL GREEN	S 50D	GRADING
E 14	SERVICE RACEWAY			E 38	FRAME O.K.	E 46	FINAL MECHANICAL	S 50E	CREEK PROTECTION
PLUMBING		PLUMBING		PLUMBING		PLUMBING			
P 10	UNDERGROUND	P 20	UNDERFLOOR	P 30	DWV PPNG	P 40	ROOF DRAINS	S 50F	TREE PROTECTION
P 11	BACKWATER VALVE	P 21	DRAINS (FRE/ CONDENS/MS)	P 31	GAS PPNG	P 41	GASTEST	S 50G	VEGETATION CLEARING
P 12	INTERCEPTOR (SD)	P 22	FLOOR RECEPTORS	P 32	WATER PPNG/ SERVICE	P 42	UTILITY RELEASE	S 50H	DUST & EROSION CONTROL
P 13	INTERCEPTOR (GREASE)			P 33	TUB/ SHOWER PAN	P 43A	ENERGY CODE/ CAL GREEN	S 50J	CO & RAINWATER RUNOFF
				P 34	BACKFLOW DEVICES	P 44	CHLORINATION/ SIREPORTS	S 50K	EXCAVATION SHORING
				P 38	FRAME O.K.	P 46	FINAL PLUMBING	S 50L	TRAFFIC CONTROL & PARKING
MECHANICAL		MECHANICAL		MECHANICAL		MECHANICAL		INFRASTRUCTURE	
M 10	UNDERGROUND	M 20	UNDERFLOOR DUCTS	M 30	SUSPEND CELNG/ VAV/COILS	M 40	REGISTERS/ GRILLS	PZ 50	SEWER/ BACKWATER
M 11	RADIANT/ COILS	M 21	RADIANT/ COILS	M 31	DAMPER (FRE, DELNG, SMOKE)	M 41	EQUIPMENT	PZ 51	STORM DRAIN
				M 32	MUAR/ OUTDOOR AIR	M 42	ROOF ACCESS/ GUARDS	PZ 52	DRAINAGE
				M 23	DUCT (TYPE HOOD)	M 43	ENERGY COMPLY FORMS	PZ 53	HARDSCAPE
				M 34	DETECTORS (DUCT, CO)	M 44	CAL GREEN	PZ 54	FIRE ACCESS
				M 35	EXHAUST DUCTS	M 45	SIREPORTS (EQ. BALANCE)	PZ 55	CS FACILITY
				M 38	FRAME O.K.	M 46	FINAL MECHANICAL	PZ 56	FINAL INFRASTR
BUILDING		BUILDING		BUILDING		BUILDING		GRADING	
B 10	SURVEY/ STAKING	B 20	GARAGE PAD ELEVATION	B 30	ROOF FRAMING & WALNG	B 40	DECK/ RETAIN WALL	GR 50	SUBGRADE
B 11	SETSACKS	B 21	FIRST FLOOR ELEVATION	B 31	ZONING ROUGH	B 41	ZONING CONDITIONS	GR 51	PAD
B 12	SPNSPECT REPORT	B 22	SPNSPECT REPORT	B 32	SPNSPECT REPORT	B 42	SPNSPECT REPORT	GR 52	SPNSPECT REPORT
B 13	PERS	B 23	ACCESSIBILITY	B 32	FRERATED ASSEMBLY	B 43	SIGNAGE	GR 55	FINAL GRADING
B 14	FOOTING/ GRADE BEAM			B 33A	SHAFT CONSTRUCTION	B 44	ACCESSIBILITY	RIGHT OF WAY	
B 15	EMBEDMENTS			B 34	SHEAR WALL BRACNG	B 45	ENERGY/HERS (FORMS, REPORT)	PX 50	SDEWALK/ DRAINWAY
				B 35	SUSPENDED CELNG	B 45A	GPR COMPLNCE	PX 51	EBM UD LATERAL CERTFCATION
B 16	SLAB FLOOR/ VAPOR BARRIER	B 24	FLOOR FRAMNG	B 35A	FLOOR WALL INSULATION	B 46	SMOKE & CO ALARMS	PX 55	FINAL ROW
B 17	W/P PROTECTION & DRAINAGE	B 25	INSULATION	B 36	INSULATION	B 47	RECYCLNG CDSR	S 60	FIRE MARSHALL
B 18	MASONRY WALLS			B 37	LATH/ EXTERIOR COVERNG			FM 50	FIRE SPRINKLER
				B 37A	W/P MEMBRANE			FM 55	FINAL FIRE (510) 295-8051
				B 37B	EGRESS/ SAFETY GLAZNG			7	PLANNING
				B 38	GR TO COVER	B 48	OK TO OCCUPY	ZC 58	ROUGH
				B 39	TUB/ SHOWER WALL			ZC 59A	LANDSCAPE/ HARDSCAPE
				B 39A	GYPSON WALLBOARD			ZC 59B	SITE IMPROVEMENTS
				B 39B	FRESAFNG	B 48	FINAL CRAPYS	ZC 59C	FINAL ZONING
1	FOUNDATION APPROVD	2	FIRST FLOOR APPROVD	3	FRAME APPROVD	4	FINAL CRAPYS	5	PROJECT FINAL



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 NUMBER: T15-0698, Diaz v. Le
PROPERTY ADDRESS: 1605 – 8th Ave., #206, Oakland, CA
DATE OF HEARING: April 20, 2016
DATE OF DECISION: May 19, 2016
APPEARANCES: Elizabeth Diaz (Tenant)
Minh Le (Owner)
Danny Do (Witness for Owner)

SUMMARY OF DECISION

The tenant's petition is partly granted.

CONTENTIONS OF THE PARTIES

The tenant filed a petition on December 30, 2015, which alleges that a past rent increase from \$1,000 to \$1,057 per month, effective September 1, 2014, and a current proposed rent increase from \$1,057 to \$1,075 per month, effective January 1, 2016, exceed the CPI Adjustment and are unjustified or are greater than 10%; that the owner has never given her the form Notice to Tenants (RAP Notice); that at present there exists a health, safety, fire or building code violation in her unit; and that her housing services have been decreased, as follows:

- No heat
- No ventilation in bathroom
- Bathroom floor sinking
- Floor rotting and cracking
- Roach feces
- Roaches

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- Mold
- Stove
- Carpet
- Leaky pipes in garage
- Window screen
- Window blinds

The owner filed a response to the petition, which alleges that the challenged rent increases are justified by Banking; that the tenant was given the RAP Notice in 2003 and following years; and denies that the tenant's housing services have decreased.

THE ISSUES

- (1) When, if ever, did the tenant receive the RAP Notice?
- (2) Is a current rent increase justified by Banking and, if so, in what amount?
- (3) Have the tenant's housing services been decreased and, if so, by what percentage of the total housing services that are provided by the owner?

EVIDENCE

RAP Notice: At the Hearing, the tenant identified her signature on a RAP Notice dated September 13, 2003.¹

Rent History: The parties agreed that the tenant has paid rent of \$1,057 per month from September 2014 through April 2016.

Current Proposed Rent Increase: At the Hearing, the owner rescinded the current rent increase notice.

Decreased Housing Services:

At the Hearing, the owner and the owner's agent first testified that the tenant never asked for any repairs before she filed the subject petition. When asked by this Hearing Officer to confirm this statement for the record, the owner's agent testified that the tenant had complained to him regarding roaches. When asked if that were all, the agent slowly replied that the tenant also complained about mold in the bathroom, the stove, and a leaky pipe in the garage.

Heat: The tenant testified that there are 2 wall heaters in the unit, neither of which was working when she moved into the unit in 2003. The tenant submitted a Notice of Violation issued by the City inspection services agency on January 4, 2016.² This Notice states, in part: "Lack of heat in unit #206. Repair heaters." The tenant testified that in 2007, a PG&E inspector told her that the heaters were not working. She further testified that she told the owner's agent about the lack heat many times over the years, but nothing was done. She finally decided to call

¹ Exhibit No. 1. This Exhibit, and all others to which reference is made in this Decision, were admitted into evidence without objection.

² Exhibit No. 4.

the City Inspector, and the heaters were repaired in late January 2016. The owner and her witness testified that the heaters were working when the tenant moved into the unit, and that the tenant did not complain about the lack of heat before December 2015.

Bathroom Ventilation: The tenant testified that there is no window in the bathroom, and that the exhaust fan in the room was weak and noisy for a number of years. The owner tried to repair the fan in 2014 and again in late 2015, but it still is not working as well as the tenant would prefer. The owner's agent testified that the fan was working properly in 2014, and that any delay in making the repair was the fault of the tenant.

Bathroom Floor: The bathroom floor is covered in linoleum. The tenant testified that in 2014 she notified the owner's agent that an area next to the bathtub was sinking, but nothing was done. The Notice of Violation states: "Bathroom subfloor has dryrot and is falling through at tub." The floor was repaired in late January 2016.

Apartment Floor: The tenant testified that all floors in the unit were soft and there was a squeaking sound when one would walk. She notified the owner's agent about this problem, although she does not recall when. The Notice of Violation states: "Subfloor squeaking throughout unit. Screw subflooring in all loose areas." The tenant testified that some areas were repaired the day before the Hearing, but some areas still squeak.

Roaches / Roach Feces: The tenant testified that this was a problem until July 2013, when the owner hired an exterminator.

Mold: The tenant testified that mold developed on the walls in the bathroom and bedrooms in 2014, and she notified the owner's agent at that time, but nothing was done. The Notice of Violation states: "Mold in bathroom and bedrooms. Disinfect and refinish walls as needed to eliminate surface mold." At the Hearing, the tenant played a DVD taken in September 2015, which reflected a great deal of mold on a wall. The owner had the walls painted in late January 2016.

Stove: The tenant testified that there have been various problems with the electric stove since she moved into the unit. The owner replaced it with a used stove, but in December 2015, two burners stopped working. A new stove was installed in January 2016.

Carpet: The tenant testified that the carpet was worn when she moved into the unit, and she pointed this out to the owner's agent. The Notice of Violation states: "Carpet deteriorated and worn out. Replace carpet and padding." The carpet was replaced the day before the Hearing.

Leaky Pipes in Garage: The tenant testified that she has an assigned parking space in the garage under the building in which she lives; she uses the space for storage. In January 2015, water began dripping from a pipe in the ceiling of the garage onto items that the tenant was storing. She reported this to the owner's agent in October 2015, but the pipe was not sealed until April 2016.

Window Screen: The tenant testified that in October 2015, workers damaged the screen on the kitchen window, which she reported to the owner. The screen was replaced in April 2016.

Window Blinds: The tenant testified that there were blinds on all windows when she moved into the unit. However, the blinds in the living room could not be adjusted, and there was mold on the bedroom blinds. The blinds were replaced in January 2016, but the blinds did not work properly, and the blinds were replaced again in April 2016.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

RAP Notice: It is found that the tenant received the RAP Notice in the year 2003.

The Prior Rent Increase: A tenant petition must be filed within 60 days of the date of service of a rent increase notice or the date the tenant first receives the RAP Notice, whichever is later.³ The tenant's petition was filed far too late to challenge in rent increase notice in 2014. The owner rescinded the rent increase notice issued in 2015. Therefore, before considering the tenant's claims of decreased housing, the rent is \$1,057 per month.

Decreased Housing Services: Under the Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent⁴ 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 either the elimination or reduction of a service that existed at the start of the tenancy or a violation of the housing or building code which seriously affects the habitability of the tenant's unit.

There is also a time limit for claiming decreased housing services. A tenant petition must be filed within 60 days after the date of service of a rent increase notice or change in the terms of a tenancy or the date the tenant first receives the RAP Notice, whichever is later.⁶

However, when a tenant complains of ongoing problems with his or her unit, the Board has declared that such claims should not be completely denied if the tenant received the RAP Notice more than 60 days before the petition was filed. The tenant first received the RAP Notice in the year 2003, far more than 60 days before filing her petition on December 30, 2015. Therefore, in accordance with the Regulations and Board decision,⁷ the tenant can only be granted relief on her claims for decreased housing services beginning 60 days before the date on which she filed her petition. Allowable claims of decreased housing services therefore begin on October 30, 2015.

Credibility of the Parties: The tenant testified in a straightforward manner, and she called the City Inspector after the owner and her agent were consistently unresponsive. By contrast, the owner's agent at first denied any notice, and then begrudgingly admitted having received notice on a number of items when the question was again asked by this Hearing Officer. On balance, it is found that the testimony of the tenant was more credible than that of the owner and the

³ O.M.C. Section 8.22.090 (A)(2)

⁴ O.M.C. Section 8.22.070(F)

⁵ O.M.C. Section 8.22.110(E)

⁶ O.M.C. Section 8.22.090(A)(2)

⁷ Appeal Decision in Case No. T09-0086, Lindsey v. Grimsley, et al.

owner's agent. Therefore, it is found that the owner had actual or constructive notice of each claimed decreased housing service on or before October 30, 2015.

Heat: Heat is a basic housing service, and the lack of heat reduced the package of housing services by 10% from October 30, 2015 through January 31, 2016. As set forth on the Table below, the tenant overpaid rent during that time.

Bathroom Ventilation: The effectiveness of a fan is extremely hard to measure, and it would be nearly impossible to determine if a fan is inadequate or when, if ever, it has been sufficiently repaired. Therefore, the claim is denied.

Bathroom Floor: This sanitation issue was cited by the Building Inspector, and reduced the package of housing services by 5% from October 30, 2015 through January 31, 2016. As set forth on the Table below, the tenant overpaid rent during that time.

Apartment Floor: This claim was cited by the Building Inspector, and reduced the package of housing services by 3% from October 30, 2015 through April 19, 2016. As set forth on the Table below, the tenant overpaid rent during that time.

Roaches / Roach Feces: Since this problem ended well before October 30, 2015, the claim is denied.

Mold: This was a potential health hazard, which was also cited by the Inspector. This condition reduced the package of housing services by 4% from October 30, 2015 through January 31, 2016. As set forth on the Table below, the tenant overpaid rent during that time.

Stove: The stove was never in perfect condition, and the loss of 2 of 4 burners was not a significant decrease in housing services. The claim is therefore denied.

Carpet: Since this condition was cited by the Building Inspector, it is reasonable to assume that there was a tripping hazard, rather than merely a cosmetic problem. This condition reduced the package of housing services by 4% from October 30, 2015 through April 19, 2016. As set forth on the Table below, the tenant overpaid rent during that time.

Leaky Pipes in Garage: There was no evidence that the owner was aware that the tenant used the garage for storage, rather than parking a car. A leaky pipe would not be a decreased housing service if the space were used for parking and, for this reason, the claim is denied.

Window Screen: There was a screen on the kitchen window when the tenant moved into the unit. A screen over a kitchen window allows for ventilation and keeps flies and other insects away from food. The lack of a screen reduced the package of housing services by 2% from October 30, 2015 through April 19, 2016. As set forth on the Table below, the tenant overpaid rent during that time.

Window Blinds: The owner probably would not have replaced the blinds if there were not a good reason to do so, and the lack of proper blinds reduced the package of housing services

by 1% from October 30, 2015 through April 19, 2016. As set forth on the Table below, the tenant overpaid rent during that time.

Conclusion: As set forth on the following Table, the tenant overpaid rent in the amount of \$1,236.69. The overpayment is ordered repaid over a period of 12 months.⁸ The rent is temporarily reduced by \$128.60 per month, to \$928.40 per month, beginning with the rent payment in June 2016 and ending with the rent payment in May 2017.

VALUE OF LOST SERVICES

Service Lost	From	To	Rent	% Rent Decrease	Decrease /month	No. Months	Overpaid
Heat	30-Oct-15	31-Jan-16	\$1,057	10%	\$105.70	3	\$317.10
Bathroom Floor	30-Oct-15	31-Jan-16	\$1,057	5%	\$ 52.85	3	\$158.55
Apartment Floor	30-Oct-15	19-Apr-16	\$1,057	3%	\$ 31.71	6	\$190.26
Mold	30-Oct-15	31-Jan-16	\$1,057	4%	\$ 42.28	3	\$126.84
Carpet	30-Oct-15	19-Apr-16	\$1,057	4%	\$ 42.28	6	\$253.68
Window Screen	30-Oct-15	19-Apr-16	\$1,057	2%	\$ 21.14	6	\$126.84
Window Blinds	30-Oct-15	19-Apr-16	\$1,057	1%	\$ 10.57	6	\$ 63.42
TOTAL LOST SERVICES							\$1,236.69

RESTITUTION

	MONTHLY RENT	\$1,057
TOTAL TO BE REPAYED TO TENANT		\$1,236.69
TOTAL AS PERCENT OF MONTHLY RENT		117%
AMORTIZED OVER	12 MO. BY REG. IS	\$ 128.60

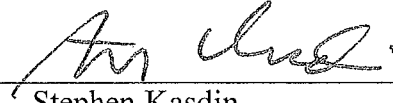
ORDER

1. Petition T15-0698 is partly granted.
2. The Base Rent is \$1,057 per month.
3. Because of past decreased housing services, the tenant has overpaid rent in the amount of \$1,236.69. This overpayment is adjusted by a rent reduction for 12 months.
4. The rent is temporarily reduced by \$128.60 per month, to \$928.40 per month, beginning with the rent payment in June 2016 and ending with the rent payment in May 2017.
5. In June 2017, the rent will increase to \$1,057 per month.
6. The owner may otherwise be eligible for a rent increase.
7. Right to Appeal: **This decision is the final decision of the Rent Adjustment Program Staff.** Either party may appeal this decision by filing a properly completed appeal using the

⁸ Regulations, Section 8.22.110(F)

form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) calendar days after service of the decision. The date of service is shown on the attached Proof of Service. If the Rent Adjustment Office is closed on the last day to file, the appeal may be filed on the next business day.

Dated: May 19, 2016



Stephen Kasdin
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE

Case Number T15-0698

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:

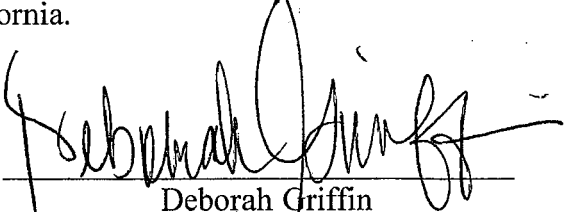
Elizabeth Diaz
1605 8th Avenue #206
Oakland, CA 94606

Danny Do
544 International Blvd. #1
Oakland, CA 94606

Ming Le
Tinh Le
5033 Crystal Ridge Court
Oakland, CA 94605

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **May 20, 2016** in Oakland, California.


Deborah Griffin
Oakland Rent Adjustment Program

000151

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM P.O. Box 70243 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	For filing stamp. RENT ADJUSTMENT PROGRAM 2016 JAN 29 AM 10:53
---	--

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 T15 - 0698 MS/SK

OWNER RESPONSE

Please print legibly.

Your Name <u>MINH LE</u>	Complete Address (with zip code) <u>5033 CRYSTAL RIDGE CT</u> <u>OAKLAND, CA 94605</u>	Phone: <u>(510) 414 2232</u> Email: <u>Minhthuan49@HOTMAIL.COM</u>
Your Representative's Name (if any) <u>DANNY DO</u>	Complete Address (with zip code) <u>544 INTERNATIONAL BL #1</u> <u>OAKLAND, CA 94606</u>	Phone: <u>(510) 465-7076</u> Fax: <u>(510) 451-9517</u> Email: _____
Tenant(s) name(s) <u>ELIZABETH DIAZ</u>	Complete Address (with zip code) <u>1605 8th AV # 206</u> <u>OAKLAND, CA 94606</u>	

Have you paid for your Oakland Business License? Yes No Number 1008021
(Provide proof of payment.)

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

There are 24 residential units in the subject building. I acquired the building on 04/19/1999

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

I. RENTAL HISTORY

The tenant moved into the rental unit on 10/01/2003.

The tenant's initial rent including all services provided was \$ 1,000 / 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? 09/13/2003

Is the tenant current on the rent? Yes No

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

If a contested increase was based on **Capital Improvements**, did you provide an **Enhanced Notice to Tenants for Capital Improvements** to the petitioning tenant(s)? Yes _____ No NA . 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. NA

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

Date Notice Given (mo/day/year)	Date Increase Effective (mo/day/year)	Amount Rent Increased		Did you provide NOTICE TO TENANTS with the notice of rent increase?
		From	To	
11/18/2015	01/01/2016	\$ 1,057	\$ 1,075	1.7% <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
7/30/2014	09/01/2015	\$ 1,000	\$ 1,057	5.7% <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No

II. JUSTIFICATION FOR RENT INCREASE

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

<u>Date of Increase</u>	Banking (deferred annual increases)	Increased Housing Service Costs	Capital Improvements	Uninsured Repair Costs	Fair Return	Debt Service (if purchased before 4/1/14)
01/01/16	<input type="checkbox"/> 1.7%	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
09/01/15	<input checked="" type="checkbox"/> 1.9 x 3%	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> 5.7%	<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 *NA*

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.

Mina Le
Owner's Signature

01/26/2016
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).

Mina Le
Owner's Signature

01/26/2016
Date

Jan 27th 2016

2016 JAN 29 AM 11:09
CIT ARBITRATION PROGRAM

TO WHOM IT MAY CONCERN:

My problem with this tenant :

Did not report all problems. Always close the door . All windows are covered with old dirty clothes make the rooms dark , many gunk boxes everywhere . Never clean anything. Stove is full of greases . Mildew in bedrooms and bathroom.

Did not respond to workers or manager's calls to schedule repair works . Don't want anybody to come to her apartment . Give workers hard time.

In December she behind in rent we sent her notice to pay. We also send her a notice of rent increased. The increase is only 1.7% less than what we are allowed . We should increased 1.7X3 : 5.1% at least.

We did not count the improvement we made: replaced roof, replaced dual pane windows. Repaired Parking. Installing camera to watch the building. Water cost more, garbage cost double .

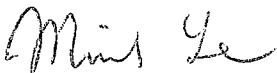
She moved in 2003 Rent \$1,000.00

2014 \$1,057.00 5.7%incr

2015 \$1,075.00 1.7%incr

The rent on the market for this 2 bedroom apartment with an enclosed garage in the area is \$1600/mo She should not upset about the increase.

Sincerely



MINH LE

Owner

(510) 414 2232

000156

DESCRIPTION OF REDUCED SERVICES & PROBLEMS

<u>PROBLEM</u>	<u>DATE OF LOSS</u>	<u>\$\$\$ LOST</u>
1) NO HEATER IT'S WORKS WHEN TENANT MOVE IN ; NEVER RECEIVE A REQUEST	NOT TRUE 10/2003	40% of rent
2) NO VENTILATION IN BATHROOM, MOLD/MILDEW, FLOOR BY BATHTUB IS SINKING DOWN NO RESPOND TO WORKER & MANAGER CALLS	3/2011	40% of rent
3.) APT. FLOOR ROTTING, CRACKS LOUDLY, FEELS SOFT, BOUNCY, CREATES PROBLEMS WITH DOWNSTAIR NEIGHBORS. (OLD BUILDING NO SOUND PROOF).	12/2003 WE WANT TO PUT MORE MATS ON FLOOR, CHANGE CARPET WITH THICKER PAD. TENANT IS NOT AVAILABLE TO MOVE HER FURNITURE	30% of Rent
4) FEACES OF ROACHES IN WALL, PLUGS, PHONE JACK, SMOKE ALARM, SOME PLUGS DONTWORK	10/2003 WE HAVE EXTERMINATION GIVE SERVICE TO BUILDING REGULARLY NO COMPLAINT FROM OTHER UNITS	30% of Rent
5) MOLD IN BOTH BEDROOMS AND THEIR WINDOWS, HAS RUINED BEDS, CLOTHING, PERSONAL ITEMS	1/2004 DID NOT ALLOW WORKER TO GO TO THEIR BEDROOMS.	60% of Rent
6) STOVE DOES NOT WORK PROPERLY, TWO BURNES ARE OUT, OVEN WAS FUMIGATED FOR ROACHES IN 2013, NOT ABLE TO USE	2/2010 NEVER CLEAN STOVE VERY DIRTY. (WE ALREADY REPLACED A GOOD ONE)	60% of Rent
7) CARPET NEVER CHANGED EVEN, WHEN I FIRST MOVED	10/2003 AGREED TO CHANGE CARPET TENANT DID NOT RESPOND TO CARPET INSTALLER AND MANAGER	000157 30% of Rent

8) ROACHES UNTIL 2013,
NOW ROACHES ONLY IN
BUILDING, DOWNSTAIRS,
LAUNDRY ROOM, MAILBOX
RESIDUE OF FECES HARD
TO REMOVE FROM APT WALLS

10/2003

80% of #

CONTROL VERY WELL
WITH PROFESSIONAL
EXTERMINATOR.

9) LEAKY PIPES IN OUR
GARAGE, CANNOT TELL
IF WATER IS FROM
A LEAKY FAUCET OR
TOILET WATER, RUINED
MY BELONGINGS

2/2015

80% of Ren.

ASKED SEVERAL
TIMES TO COME TO REPAIR
THE LEAK / KEEP DELAYING
DID NOT GIVE US ACCESS

10) SCREEN MISSING FROM
KITCHEN WINDOW, ALL
BLINDS IN BAD
CONDITION.

BLINDS 10/2003
SCREEN 1/2011

40% of #

TENANT RESPONSIBILITY
(

December 29, 2015

From: Minh Le
544 International Bl, #1
Oakland, CA 94606

To: Ms. Elizabeth Diaz
1605 8th Ave , # 206
Oakland, CA 94606

Re: Repairs

Dear Ms. Diaz:

I received your certified letter dated 12/16/2015 on 12/26/2015 . There are 13 items needed to be repaired per your request. Danny had place orders for repair all of the items listed. He left messages on your phone and left notes on your door . But you never respond. My workers reported that they can't get access to your unit . I called yesterday , but when you heard my voice you hung up the phone .

Ms. Diaz, if you requested the repair to be done. Please cooperate. We even gave you the phone number of our workers for your convenience. The carpet installer is ready to inspect the floor and install new carpet for you. You did not respond to his phone calls either.

Please review item#15 on your rental agreement regarding ENTRY . California law allows Owner/Agent to enter premises after giving you written notice.(Civil code section 1954).

Danny (manager) is on vacation . Please give me a call at (510) 414 2232. .

If I don't hear from you I will enter your unit on January 4th at 11AM to inspect the unit I would like to proceed all repairs.

Thank you for your cooperation.



MINH LE
(Owner)

000159

T15-0698 MS/BK

<p>CITY OF OAKLAND RENT ADJUSTMENT PROGRAM Mail To: P. O. Box 70243 Oakland, California 94612-0243 (510) 238-3721</p>	<p>For date stamp. 2015 DEC 30 PM 4:56</p>
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Please Fill Out This Form As Completely As You Can. Failure to provide needed information may result in your petition being rejected or delayed.

TENANT PETITION

Please print legibly

Your Name Elizabeth Diaz	Rental Address (with zip code) 1605 8TH AVE. Apt. 206 Oakland, CA. 94606	Telephone (510) 692-3722
Your Representative's Name Danny Do	Mailing Address (with zip code) 544 International Blvd. Ste. 1 Oakland, CA 94606	Telephone (510) 465-7076
Property Owner(s) name(s) Tinh Le Ming Le	Mailing Address (with zip code) 5033 Crystal Ridge Court Oakland, CA 94605	Telephone (510) 414-2232 (Ming Le)

Number of units on the property: 24

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

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

<input checked="" type="checkbox"/> (a) The increase(s) exceed(s) the CPI Adjustment and is (are) unjustified or is (are) greater than 10%.
<input type="checkbox"/> (b) The owner did not give me a summary of the justification(s) for the increase despite my written request.
<input type="checkbox"/> (c) The rent was raised <u>illegally</u> after the unit was vacated (Costa-Hawkins violation).
<input checked="" type="checkbox"/> (d) No written notice of Rent Program was given to me together with the notice of increase(s) I am contesting. (Only for increases noticed after July 26, 2000.)
<input checked="" type="checkbox"/> (e) A City of Oakland form notice of the existence of the Rent Program was not given to me at least six months before the effective date of the rent increase(s) I am contesting.
<input 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: 10/01/2003 Initial Rent: \$ 1,000.⁰⁰ /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		
11/18/2015	01/01/2016	\$ 1,057	\$ 1,075	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7/30/2014	9/01/2015	\$ 1,000	\$ 1,057	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

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

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.

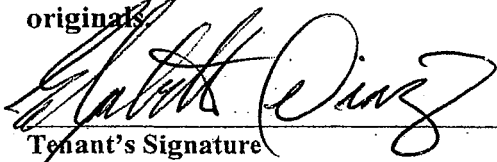
- Are you being charged for services originally paid by the owner? Yes No
- Have you lost services originally provided by the owner or have the conditions changed? Yes No
- Are you claiming any serious problem(s) with the condition of your rental unit? Yes No

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.



Tenant's Signature

12/30/2015

Date

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

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

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

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

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

Tenant's Signature

Date

VI. IMPORTANT INFORMATION:

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

File Review

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

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

- Printed form provided by the owner
- Pamphlet distributed by the Rent Adjustment Program
- Legal services or community organization
- Sign on bus or bus shelter
- Other (describe): RANDY SCHIMM - Specialty/Combination Inspector
City of Oakland

DESCRIPTION OF REDUCED SERVICES & PROBLEMS

<u>PROBLEM</u>	<u>DATE OF LOSS</u>	<u>\$\$ LOST</u>
1) NO HEATER	10/2003	40% of rent
2) NO VENTILATION IN BATHROOM, MOLD/MILDEW, FLOOR BY BATHTUB IS SINKING DOWN	3/2011	40% of rent
3) APT. FLOOR ROTTING, CRACKS LOUDLY, FEELS SOFT, BOUNCY, CREATES PROBLEMS WITH DOWNSTAIR NEIGHBORS.	12/2003	30% of Rent
4) FECES OF ROACHES IN WALL, PLUGS, PHONE JACK, SMOKE ALARM, SOME PLUGS DONT WORK	10/2003	30% of Rent
5) MOLD IN BOTH BEDROOMS AND THEIR WINDOWS, HAS RUINED BEDS, CLOTHING, PERSONAL ITEMS	1/2004	60% of Rent
6) STOVE DOES NOT WORK PROPERLY, TWO BURNES ARE OUT, OVEN WAS FUMIGATED FOR ROACHES IN 2013, NOT ABLE TO USE	2/2010	60% of Rent
7) CARPET NEVER CHANGED EVEN, WHEN I FIRST MOVED IN ALREADY RISEN.	10/2003	30% of Rent

000163

- 8) ROACHES UNTIL 2013, 10/2003 80% of R
NOW ROACHES ONLY IN
BUILDING, DOWNSTAIRS,
LAUNDRY ROOM, MAILBOX
RESIDUE OF FECES HARD
TO REMOVE FROM APT WALLS
- 9) LEAKY PIPES IN OUR 2/2015 80% of Rent
GARAGE, CANNOT TELL
IF WATER IS FROM
A LEAKY FAUCET OR
TOILET WATER, RUINED
MY BELONGINGS
- 10) SCREEN MISSING FROM BLINDS 10/2003 40% of Rent
KITCHEN WINDOW, ALL
SCREEN 1/2011
BLINDS IN BAD
CONDITION.

12. 16. 15

To: Tinh Le and Ming Le
5033 Crystal Ridge Court
Oakland, CA 94605

Re: 1605 8th Ave. Unit 206 Oakland, CA 94606

Dear Landlord's Name:

I have been a tenant at 1605 8th ave. Unit 206 Oakland, CA 94606 since 2003.

I am writing to let you know about a repair that needs to be done to my unit. As of today, the following repair needs to be completed:

Description of Repair:

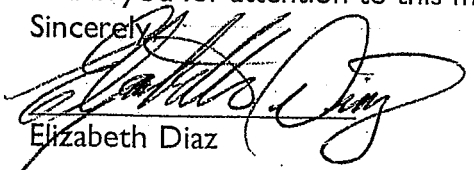
1. Sink doesn't work- handles are missing and it's continuously leaking. It's completely unusable.
2. No proper ventilation in bathroom which causes mold in the bathroom.
3. The floor in the apartment is rotting. Feels bouncy and it cracks. Afraid of it breaking any moment.
4. We have no heater
5. Feces of pests inside the walls and energy plugs of the unit
6. Blinds don't work
7. Huge crack on the wall
8. No screen on one window
9. Leak on the garage.
10. Carpet hasn't been changed in 13 years
11. Mold in the bedroom
12. Two burners work in the stove and the oven doesn't work
13. Roaches in the building

It is your responsibility under the California Civil Code Section 1941.1 ("Warranty of Habitability") to take care of the above-mentioned repairs. Please respond to this letter in writing within 5 days to let me know when and how you plan to complete these repairs. Please note that we are receiving help from a housing organization.

Also, please be advised that California Civil Code Section 1942.5 prohibits you from retaliating against me for having exercised my legal right to request repairs.

Thank you for attention to this matter.

Sincerely,


Elizabeth Diaz

Cc: Housing Counselor, Causa Justa :: Just Cause

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City of Oakland

250 FRANK H. OGAWA PLAZA - SUITE 2340 - OAKLAND, CALIFORNIA 94612-2031

Planning and Building Dept
Bureau of Building
www.oaklandnet.com

(510) 238-6402
FAX: (510) 238-2959
TDD: (510) 238-3254

Request for Service Tenant Complaint

Property Address: 1605 8TH AVE

Date: 12-29-2015

Complaint Number: 1504452

ELIZABETH DIAZ

Reported by: Tenant Other

Name: 1605 8TH AVE, #206

Day Phone: 510-692-3722

Address: _____

Zip Code: _____

Night Phone: _____

Email Address: _____

Owner: TIN LE

Day Phone: _____

Address: 5033 CRYSTAL RIDGE CT.

Night Phone: _____

City: OAKLAND

State: CA

Zip Code: 94605

Email Address: _____

Investigate:

- Electric - lights/outlets/switch
- Elevator operation
- Entry door locks
- House sewer blockage
- Lack of electric service
- Lack of gas service
- Lack of heat
- Lack of hot water or water service
- Lack of smoke detector

- BATHROOM SUBFLOOR
- Peeling paint
- Plumbing leak GARAGE
- Required exit blocked
- Resident manager (16 or more units)
- Roof leak
- Stairs/railing/deck
- Window(s) operation/broken
- Other CARPET - BAD
- Other SUBFLOOR SOILING

Surface mold present on BATHROOMS & BEDROOMS See enclosed brochure for remediation guidelines. (Description required, e.g. bedroom walls)

Tenants Only: I certify that I have notified the owner/manager of the above identified problem(s) and I will allow the owner and/or his/her agents, with proper notice as governed by State law, to enter my unit in order to make all necessary repairs.

Signature: [Handwritten Signature]

Date: 12/29/15

250 Frank Ogawa Plaza, 2nd Floor, Oakland, CA 94612 Tel: 510.238-6402 TDD 510.238-3542 FAX: 510.238-2959
Email: www.oaklandnet.com

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