

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

July 27, 2017

7:00 P.M.

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

AGENDA

1. CALL TO ORDER
2. ROLL CALL
3. OPEN FORUM
4. NEW BUSINESS
 - i. Appeal in Consolidated Cases:
 - a. T14-0541; Perdomo v. Tordjeman
T14-0548/T15-0088; Aguilera v. Tordjeman
T14-0549/T15-0089; Lopez v. Tordjeman
T14-0546/T15-0090; Sanchez v. Tordjeman
T14-0557/T15-0091; Calzadilla v. Tordjeman
5. SCHEDULING AND REPORTS
6. ADJOURNMENT

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

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

Service Animals / Emotional Support Animals: The City of Oakland Rent Adjustment Program is committed to providing full access to qualified persons with disabilities who use services

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OAKLAND

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.

CHRONOLOGICAL CASE REPORT

Case Nos: T14-0541 et al.
Case Name: Perdomo v. Tordjeman et al.
Property Address: 1428-1436 45th Avenue, Oakland
Parties: Maria Perdomo, et al. (Tenants)
Gina Tordjeman (Property Owner)

PROPERTY OWNER & TENANT APPEALS: (Consolidated Cases)

<u>Activity</u>	<u>Date</u>
Mediation Agreement Executed	April 6, 2015
Tenants filed Declaration for Non-compliance of Mediation Agreement	July 13, 2015
Compliance Hearing Held/Site Inspection Conducted	September 29, 2015
Order Re Compliance Hearing issued	December 4, 2015
Corrected Order Re Compliance Hearing issued	February 5, 2016
Tenant Appeals filed	February 5, 2016
Property Owner Appeals filed	February 5, 2016

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City of Oakland Residential Rent Adjustment Program 250 Frank Ogawa Plaza, Suite 5313 Oakland, California 94612 (510) 238-3721		APPEAL	
Appellant's Name Maria Perdomo; Leonardo Aguilera; Ruth Lopez; Reyna Sanchez; Maria Vazquez Calzadilla		Landlord <input type="checkbox"/> Tenant <input checked="" type="checkbox"/>	
Property Address (Include Unit Number) 1428-1436 45th Avenue Oakland, CA See attached sheet for individual addresses			
Appellant's Mailing Address (For receipt of notices) See attached sheet for individual addresses		Case Number T14-0541, T14-0548, T14-0549, T14-0546, T14-0557, T15-0088, T15-0089, T15-0090, and T15-0091 Date of Decision appealed February 3, 2016 (mailed February 5, 2016)	
Name of Representative (if any) Gillian Quandt		Representative's Mailing Address (For notices) Gillian Quandt Centro Legal de la Raza 3022 International Blvd, Suite 410 Oakland, CA 94601	

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.*

Attachment: Grounds for Appeal

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Appellants' Case Numbers, Names, and Mailing Addresses:

- T14-0541: Maria Perdomo, 1436 45th Avenue, Apt. A, Oakland, CA 94601
- T14-0546/T15- 0090: Reyna Sanchez, 1428 45th Avenue, Oakland, CA 94601
- T14-0548/ T15-0088: Leonardo Aguilera, 1436 45th Avenue, #Upper, Oakland, CA 94601
- T14-0549/ T15-0089: Ruth Lopez, 1434 45th Avenue, Oakland, CA 94601
- T14- 0557/ T15-0091: Maria Vazquez Calzadilla, 1430 45th Avenue, Oakland, CA 94601

The Tenants have requested corrections to the Corrected Order Re Compliance decision. However, in the case that corrections are not made, the Tenants are appealing because the Corrected Order Re Compliance Hearing contained clerical errors which deny tenants rent reductions and cause confusion (see appeal ground #7, "Other"). If the Hearing Officer issues corrections, the Tenants will withdraw their appeal.

The Tenants respectfully requested the following corrections to the Corrected Order Re Compliance decision on the basis of the following errors. If no new Correct Order is issued, the following errors are the tenants' grounds for appeal.

1. The Order states on page 5, para 1 that "the tenants are all entitled to a monthly 2% rent decrease from June 2015 until the owner arranges for weekly removal of the garbage, recycle and compost bins." However, when the tenants' base rents increase in either May 2016 or November 2016, the Order continues to use 2% of the discounted base rents, not the new base rents; this causes the tenants to have to pay more each month. The Order should be changed to reflect that after the base rent increases, the 2% reduction of each tenants' rent will be a larger number.
 - a. **Tenant Perdomo:** Her base rent increases to \$800 in May 2016, thereby a 2% reduction of \$800 for the landlord's failure to remove the garbage is **\$16** (not \$14, which is a 2% reduction of her reduced base rent of \$700.) **Her rent in May 2016 should be \$737.33.** However, as the tenants will be paying their prior rents until a corrected order is issued, the amount of reductions for the owners' non-removal of garbage will increase if the Corrected Order comes out in March or later (please see below for a more in-depth explanation.) **It also would helpful to specify that her rent in June 2016 will be \$784.** Additionally, paragraph 7 should clarify that the landlord may increase the tenant's rent "by \$14.00 until May 2016 or by \$16 starting in May 2016..."
 - b. **Tenant Aguilera:** His base rent increases to \$975 in November 2016, thereby a 2% reduction of \$975 for the landlord's failure to remove the garbage is **\$19.50**

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- Ms. Lopez: \$1080 (will start paying new base rent of \$1200 in November 2016)
- Ms. Sanchez: \$875 (will start paying new base rent of \$975 in May 2016)
- Ms. Perdomo: \$700 (will start paying new base rent of \$800 in May 2016)
- Ms. Vazquez Calzadilla/ Mr. Rubio: \$705 (will start paying new base rent of \$825 in November 2016)
- Mr. Aguilera: \$855 (will start paying new base rent of \$975 in November 2016)


In the Corrected Order, please issue the rent decrease to take effect in the month after the Corrected Order is issued (e.g. if the order is issued in March 2015, please start rent reductions in April 2016 and beyond as tenants will pay their previous rents until they receive a corrected decision.) Please also note that an additional 2% of each tenant's monthly rent should be refunded for the owner's failure to remove the garbage bins during the months when the tenants are paying their prior rent while they are awaiting a correction to the clerical mistakes contained in the February order.

2. Page 6, paragraph 4 should state "Tenants Calzadilla/Rubio are entitled to a 3% decrease from June 6, 2015 to September 2015, for the **water leak and the mold**," not "for the clogged bathtub."
3. Page 1, bullet point 1 should state, "That tenant Lopez's rent was **\$1020**, not \$1080; Tenant Lopez subsequently admitted that the \$1,080 rent amount is correct," instead of "That tenant Lopez's rent was \$1025."

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 February 25, 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>	Gina Tordjeman, c/o Crown Fortune Properties, Inc.
<u>Address</u>	468 Green Street
<u>City, State Zip</u>	San Francisco, CA 94133
<u>Name</u>	
<u>Address</u>	
<u>City, State Zip</u>	

	2/25/16
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

IMPORTANT INFORMATION:

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

- Appeals filed late without good cause will be dismissed.
- You must provide all of the information required or your appeal cannot be processed and may be dismissed.
- Anything to be considered by the Board must be received by the Rent Adjustment Program by 3:00 p.m. on the 8th day before the appeal hearing.
- The Board will not consider new claims. All claims, except as to jurisdiction, must have been made in the petition, response, or at the hearing.
- The Board will not consider new evidence at the appeal hearing without specific approval.
- You must sign and date this form or your appeal will not be processed.

TENANTS' APPEAL BRIEF

2017 JUL 18 AM 9:19

To: Rent Adjustment Program

From: Maria Perdomo, Reyna Sanchez, Leonardo Aguilera, Ruth Lopez, and Maria Vazquez Calzadilla

Case Numbers and Titles:

- T14-0541 (Perdomo v. Tordjeman);
- T14-0546/T15-0090 (Sanchez v. Tordjeman);
- T14-0548/T15-0088 (Aguilera v. Tordjeman);
- T14-0549/T15-0089 (Lopez v. Tordjeman);
- T14-0557/ T15-0091 (Calzadilla v. Tordjeman)

Property Addresses:

- 1436 45th Avenue, Oakland, CA 94601 (Perdomo);
- 1428 45th Avenue, Oakland, CA 94601 (Sanchez);
- 1436, #UPPER 45th Avenue, Oakland, CA 94601 (Aguilera);
- 1434 45th Avenue, Oakland, CA 94601 (Lopez);
- 1430 45th Avenue, Oakland, CA 94601 (Calzadilla)

I. SUMMARY OF APPEAL

The decision below contained a number of clerical errors affecting all Tenants. Tenants are appealing to request that that the clerical errors be corrected. Below is a more detailed procedural and factual history setting forth the errors and their effect on Tenants.

II. FACTS AND PROCEDURAL HISTORY

Tenants Maria Perdomo, Reyna Sanchez, Leonardo Aguilera, Ruth Lopez, and Maria Vazquez Calzadilla filed petitions with the Oakland Rent Adjustment Program (“RAP”) against their landlord, Gina Tordjeman (“Landlord”) contesting rent increases and claiming decreased housing services and serious habitability problems. On April 6, 2015, the parties mediated a settlement and executed a settlement agreement (“Agreement”), which included Tenants’

III. APPLICABLE LAW

The RAP Appeal Board has the power to remand a decision for recalculation if the decision's calculations appear to be incorrect. In *Williams v. Duncan* (T03-0076), the Board found that "certain calculations may be incorrect" and the scope of some reductions were "unclear." The Board remanded the decision with "instructions to review the calculations and clarify the scope of the rent reduction for loss of the heater." The Board only needs to identify that there may be incorrect calculations to remand the decision; the Board is not required to determine all errors and produce new calculations.

IV. ARGUMENT

Hearing Officer Awarded Rent Reductions after Compliance Hearing, but Calculations Based on the Reductions Were Incorrect

At the Compliance Hearing, the Hearing Officer found that Landlord had not complied with Agreement, and the Hearing Officer ordered rent reductions for Tenants. Some of the reductions were for a limited period if Landlord had remedied the problem before the Compliance Hearing, while other reductions were ongoing until Landlord complied and served Tenants proper notice of a rent increase. The reductions given in the Corrected Order are included below:

- "All Tenants are entitled to a monthly 2% rent decrease from June 2015 until owner arranges for a weekly removal of the garbage, recycle and compost bins."
 - The Corrected Order clarifies when Landlord can increase the rent by 2%:
"When the owner makes proper arrangements for the weekly trash collection he [sic] may increase the tenant's rent by [specific dollar

amount for each tenant] upon proper notice pursuant to the Rent Ordinance and Section 827 of the California Civil Code.”

- “All tenants are entitled to a monthly 1% rent decrease from June 2015 through August 2015 until the owner provided a key to the gate to the post office.”
- “Tenants Calzadilla/ Rubio are entitled to a 3% decrease from June 6, 2015 to September 2015, for the clogged bath tub.”¹
- “Tenant Sanchez is entitled to a 1% rent decrease from June through September 2015 for the clogged bath tub.”

Tenants are not challenging the Hearing Officer’s decision regarding the amount of the reductions, but rather are appealing only on the grounds of an incorrect calculation of the reductions.

Hearing Officer’s Clerical Errors

There were two types of errors in the Corrected Decision: calculation errors caused by calculating the reductions on the incorrect base rent, and miscellaneous clerical errors.

Clerical Errors: Calculations Errors Related to Base Rents

In the Corrected Order, the Hearing Officer ordered an ongoing 2% reduction based upon the reduced base rent paid by the Tenants. However, after the base rents increased for each tenant, the Hearing Officer did not calculate the ongoing reduction based upon the new, higher base rent, and instead used the previous, lower base rent. Tenants Perdomo and Sanchez’s base

¹ This reduction should state “for the water leak and the mold,” not “for the clogged bath tub.”

rents increased in May 2016 and Tenants Aguilera, Calzadilla, and Lopez's base rents increased in November 2016.

For example, Tenant Perdomo was paying a reduced rent of \$700 until May 2016. The Corrected Order gave Tenant Perdomo a reduction of 2% or \$14 monthly for Landlord's failure to remove garbage, recycling, and compost bins ("Bins"). However, when Perdomo's base rent increased to \$800 in May 2016, the reduction for the Bins stated in the decision is still \$14. It should instead be listed as \$16.00, which is 2% of \$800. Tenant Perdomo's reduced rent for May 2016 should be corrected from \$739.33 to \$737.33 (base rent of \$800, minus \$46.67 for previous overpayment of rent and minus \$16.00 for Landlord's failure to remove bins and notice rent increase.)²

Similarly, Tenant Sanchez's reduction for Landlord's failure to remove Bins in the Corrected Order is listed as \$17.50, which is 2% of her reduced base rent of \$875. However, when Ms. Sanchez's base rent increases to \$875 in May 2016, her reduction remains at \$17.50, when it should have increased to \$19.50, which is 2% of her higher base rent of \$975. Tenant Sanchez's reduced rent for May 2016 should be corrected from \$887.50 to \$885.50 (base rent of \$975, minus \$70 for previous overpayment of rent and minus \$19.50 for Landlord's failure to remove bins and notice rent increase.)³

The Corrected Order does not state that Tenants Aguilera, Lopez, and Calzadilla should receive 2% reductions based on the higher base rent when their base rent increases in November

² In order to increase the rent after providing weekly trash collection services, Landlord must provide proper notice pursuant to the Rent Ordinance and Section 827 of the California Civil Code. Landlord did not provide proper notice to Tenants Perdomo, Sanchez, and Lopez until April 2017 to take effect in May 2017 and to Tenants Calzadilla and Aguilera until May 2017 to take effect in June 2017.

³ In order to increase the rent after providing weekly trash collection services, Landlord must provide proper notice pursuant to the Rent Ordinance and Section 827 of the California Civil Code. Landlord did not provide proper notice to Tenants Perdomo, Sanchez, and Lopez until April 2017 to take effect in May 2017 and to Tenants Calzadilla and Aguilera until May 2017 to take effect in June 2017.

2016. Instead, the Corrected Order only calculates the 2% reduction for the Landlord's failure to remove bins based upon the Tenants' reduced base rents.

For Tenant Aguilera, the Corrected Order states, "When the owner makes proper arrangements for the weekly trash collection he [sic] may increase the tenant's rent by \$17.10 upon proper notice pursuant to the Rent Ordinance and Section 827 of the California Civil Code." However, as Tenant Aguilera's base rent increased to \$975 in November 2016, the 2% reduction should be calculated upon the new base rent of \$975 and therefore be \$19.50; the 2% reduction should not be calculated on the prior reduced base rent of \$855. The Corrected Order should state that the owner can increase the tenant's rent "by \$17.10 until November 2016 or by \$19.50 starting in November 2016."

For Tenant Lopez, the Corrected Order states, "When the owner makes proper arrangements for the weekly trash collection he [sic] may increase the tenant's rent by \$21.60 upon proper notice pursuant to the Rent Ordinance and Section 827 of the California Civil Code." However, as Tenant Lopez's base rent increased to \$1200 in November 2016, the 2% reduction should be calculated upon the new base rent of \$1200, not the prior reduced base rent of \$1080. Therefore, the 2% reduction of \$1200 is \$24. The Corrected Order should state that the owner can increase the tenant's rent by \$21.60 until November 2016 or by \$24 starting in November 2016..."

For Tenant Calzadilla, the Corrected Order states, "When the owner makes proper arrangements for the weekly trash collection he [sic] may increase the tenant's rent by \$14.10 upon proper notice pursuant to the Rent Ordinance and Section 827 of the California Civil Code." However, as Tenant Calzadilla's base rent increased to \$825 in November 2016, the 2% reduction should be calculated upon the new base rent of \$825, not calculated upon the prior

reduced base rent of \$705. Therefore, a 2% reduction of \$825 is \$16.50. The Corrected Order should state that the owner can increase the tenant's rent "by \$14.10 until November 2016 or by \$16.50 starting in November 2016..."

Clerical Errors: Miscellaneous

The Corrected Order contained one other small clerical error. The fourth paragraph of page six states, "Tenants Calzadilla/ Rubio are entitled to a 3% decrease from June 6, 2015 to September 2015, for the clogged bath tub." Tenant Calzadilla had a water leak and mold, not a clogged bath tub, and this paragraph should state, "Tenants Calzadilla/ Rubio are entitled to a 3% decrease from June 6, 2015 to September 2015, for the water leak and the mold."

Tenants Never Paid Reductions Awarded to Them By Corrected Order and Paid Higher Amounts from Agreement

Tenants never paid the reductions awarded to them under the Order or Corrected Order and continued to pay the amounts agreed upon under Agreement. Tenants were confused by the calculation errors in the orders and unsure of what amounts to pay. They wanted to have the mistakes corrected before paying discounted rents.⁴ Tenants have now overpaid their rent by significant amounts during 2016 and 2017.

⁴ Tenants hoped that the amounts would be recalculated after they requested corrections from the Hearing Officer. Tenants' counsel contacted the Hearing Officer in February 2016 via telephone and email to request corrections. Tenants then appealed the case to request corrections.

There are Significant Errors in Calculations in Corrected Order and the Corrected Order Should be Remanded for Recalculation

In the interests of justice and in order to avoid confusion, Tenants request that the calculations be corrected and that they receive the rent reductions they are due. As established by *Williams v. Duncan* (T03-0076), the RAP Appeal Board has the power to remand a decision for recalculation if the decision's calculations appear to be incorrect. Tenants respectfully request that the Corrected Order be remanded for a correction of the calculations.

Guidance for Recalculations Upon Remand

The following tables show the correct calculations for each tenant and how much is owed to each tenant for the reductions. In order to increase the rent after providing weekly trash collection services, Landlord must provide proper notice pursuant to the Rent Ordinance and Section 827 of the California Civil Code. Landlord did not provide proper notice to Tenants Perdomo, Sanchez, and Lopez until April 2017 to take effect in May 2017 and to Tenants Calzadilla and Aguilera until May 2017 to take effect in June 2017. As such, Tenants Perdomo, Sanchez, and Lopez must receive a 2% reduction from their base rent until May 2017, and Tenants Calzadilla and Aguilera must receive a 2% reduction from their base rents until June 2017.

Tenant Perdomo

Tenant Perdomo has overpaid her rent by \$381.01 and should be awarded a rent credit of this amount.

Month	Base rent during time period	Payment Calculated in Corrected Order	Payment Calculated Based on Corrected Calculations	Rent Actually Paid by Tenant	Amount of Rent Overpayment
Mar-16	\$700.00	\$618.33	\$618.33	\$700.00	\$81.67
Apr-16	\$700.00	\$639.33	\$639.33	\$700.00	\$60.67
May-16	\$800.00	\$739.33	\$737.33	\$800.00	\$62.67
Jun-16	\$800.00		\$784.00	\$800.00	\$16.00
Jul-16	\$800.00		\$784.00	\$800.00	\$16.00
Aug-16	\$800.00		\$784.00	\$800.00	\$16.00
Sep-16	\$800.00		\$784.00	\$800.00	\$16.00
Oct-16	\$800.00		\$784.00	\$800.00	\$16.00
Nov-16	\$800.00		\$784.00	\$800.00	\$16.00
Dec-16	\$800.00		\$784.00	\$800.00	\$16.00
Jan-17	\$800.00		\$784.00	\$800.00	\$16.00
Feb-17	\$800.00		\$784.00	\$800.00	\$16.00
Mar-17	\$800.00		\$784.00	\$800.00	\$16.00
Apr-17	\$800.00		\$784.00	\$800.00	\$16.00
May-17	\$840.00		\$840.00	\$840.00	\$0.00
Jun-17	\$840.00		\$840.00	\$840.00	\$0.00
Jul-17	\$840.00		\$840.00	\$840.00	\$0.00
TOTAL OVERPAYMENT					\$381.01

Tenant Aguilera

Tenant Aguilera has overpaid his rent by \$381.05 and should be awarded a rent credit of this amount.

Month	Base rent during time period	Payment Calculated in Corrected Order	Payment Calculated Based on Corrected Calculations	Rent Actually Paid by Tenant	Amount of Rent Overpayment
Mar-16	\$855.00	\$538.15	\$538.15	\$705.00	\$166.85
Apr-16	\$855.00	\$643.90	\$690.90	\$705.00	\$14.10
May-16	\$855.00	\$643.90	\$690.90	\$705.00	\$14.10
Jun-16	\$855.00		\$690.90	\$705.00	\$14.10
Jul-16	\$855.00		\$690.90	\$705.00	\$14.10
Aug-16	\$855.00		\$690.90	\$705.00	\$14.10
Sep-16	\$855.00		\$690.90	\$705.00	\$14.10
Oct-16	\$855.00		\$690.90	\$705.00	\$14.10
Nov-16	\$975.00		\$808.50	\$825.00	\$16.50
Dec-16	\$975.00		\$808.50	\$825.00	\$16.50
Jan-17	\$975.00		\$808.50	\$825.00	\$16.50
Feb-17	\$975.00		\$808.50	\$825.00	\$16.50
Mar-17	\$975.00		\$808.50	\$825.00	\$16.50
Apr-17	\$975.00		\$808.50	\$825.00	\$16.50
May-17	\$975.00		\$808.50	\$825.00	\$16.50
Jun-17	\$1,033.85		\$1,033.85	\$1,033.85	\$0.00
Jul-17	\$1,033.85		\$1,033.85	\$1,033.85	\$0.00
TOTAL OVERPAYMENT					\$381.05

Tenant Lopez

Tenant Lopez has overpaid her rent by \$565.20 and should be awarded a rent credit of this amount.

Month	Base rent during time period	Payment Calculated in Corrected Order	Payment Calculated Based on Corrected Calculations	Rent Actually Paid by Tenant	Amount of Rent Overpayment
Mar-16	\$1,080.00	\$954.00	\$954.00	\$1,080.00	\$126.00
Apr-16	\$1,080.00	\$986.40	\$986.40	\$1,080.00	\$93.60
May-16	\$1,080.00	\$986.40	\$986.40	\$1,080.00	\$93.60
Jun-16	\$1,080.00		\$1,058.40	\$1,080.00	\$21.60
Jul-16	\$1,080.00		\$1,058.40	\$1,080.00	\$21.60
Aug-16	\$1,080.00		\$1,058.40	\$1,080.00	\$21.60
Sep-16	\$1,080.00		\$1,058.40	\$1,080.00	\$21.60
Oct-16	\$1,080.00		\$1,058.40	\$1,080.00	\$21.60
Nov-16	\$1,200.00		\$1,176.00	\$1,200.00	\$24.00
Dec-16	\$1,200.00		\$1,176.00	\$1,200.00	\$24.00
Jan-17	\$1,200.00		\$1,176.00	\$1,200.00	\$24.00
Feb-17	\$1,200.00		\$1,176.00	\$1,200.00	\$24.00
Mar-17	\$1,200.00		\$1,176.00	\$1,200.00	\$24.00
Apr-17	\$1,200.00		\$1,176.00	\$1,200.00	\$24.00
May-17	\$1,272.00		\$1,272.00	\$1,272.00	\$0.00
Jun-17	\$1,272.00		\$1,272.00	\$1,272.00	\$0.00
Jul-17	\$1,272.00		\$1,272.00	\$1,272.00	\$0.00
TOTAL OVERPAYMENT					\$565.20

Tenant Calzadilla

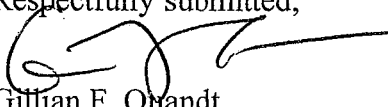
Tenant Calzadilla has overpaid her rent by \$381.05 and should be awarded a rent credit of this amount.

Month	Base rent during time period	Payment Calculated in Corrected Order	Payment Calculated Based on Corrected Calculations	Rent Actually Paid by Tenant	Amount of Rent Overpayment
Mar-16	\$705.00	\$538.15	\$538.15	\$705.00	\$166.85
Apr-16	\$705.00	\$643.90	\$690.90	\$705.00	\$14.10
May-16	\$705.00	\$643.90	\$690.90	\$705.00	\$14.10
Jun-16	\$705.00		\$690.90	\$705.00	\$14.10
Jul-16	\$705.00		\$690.90	\$705.00	\$14.10
Aug-16	\$705.00		\$690.90	\$705.00	\$14.10
Sep-16	\$705.00		\$690.90	\$705.00	\$14.10
Oct-16	\$705.00		\$690.90	\$705.00	\$14.10
Nov-16	\$825.00		\$808.50	\$825.00	\$16.50
Dec-16	\$825.00		\$808.50	\$825.00	\$16.50
Jan-17	\$825.00		\$808.50	\$825.00	\$16.50
Feb-17	\$825.00		\$808.50	\$825.00	\$16.50
Mar-17	\$825.00		\$808.50	\$825.00	\$16.50
Apr-17	\$825.00		\$808.50	\$825.00	\$16.50
May-17	\$855.00		\$808.50	\$825.00	\$16.50
Jun-17	\$825.00		\$855.00	\$855.00	\$0.00
Jul-17	\$825.00		\$855.00	\$855.00	\$0.00
TOTAL OVERPAYMENT					\$381.05

V. CONCLUSION

Tenants respectfully request that the Residential Rent Adjustment Program Appeal Board remand the Corrected Order only for the purpose of recalculating the rent payments.

Date: 6/18/17

Respectfully submitted,

 Gillian F. Quandt
 Attorney for Tenants

PROOF OF SERVICE FOR CASE NUMBERS:

T14-0541 (Perdomo v. Tordjeman);
T14-0546/T15-0090 (Sanchez v. Tordjeman);
T14-0548/T15-0088 (Aguilera v. Tordjeman);
T14-0549/T15-0089 (Lopez v. Tordjeman); and
T14-0557/ T15-0091 (Calzadilla v. Tordjeman)

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 3022 International Blvd, Suite 410, Oakland, CA, 94601.

Today, I served the attached Appeal Brief by placing a true copy of it in a sealed envelope for collection with the United States Postal Service with the postage fully prepaid.

The envelope was addressed and mailed as follows to the Landlord's representative:

**Crown Fortune Properties, Inc.
468 Green Street
San Francisco, CA 94133**

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on July 18, 2017 in Oakland, CA.


Gillian F. Quandt

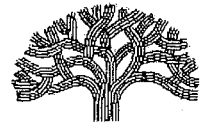
Our landlord, Gina Tordjeman, has not complied with the Settlement Agreement. Specifically, she has not complied with paragraph 6 of the Agreement, which stated that the landlord would complete the repairs listed in Exhibits 1 and 1a. Please note that while the landlord has hired pest control services, they have not fumigated in our apartments, and the cockroach problem continues. The outstanding repairs are listed below and can also be found in the attached Settlement Agreement:

- Mrs. Perdomo (1436 45th Avenue, Apt. A):
 - Front windows do not lock after they were “fixed” (#4 in petition)
 - Cockroaches (#12) in petition
- Mrs. Sanchez (1428 45th Ave)
 - Cockroaches (#7 in petition)
 - Bathtub clogged (#12 on petition, but actually #8)
 - Post office to get key from Landlord
- Ms. Lopez (1434 45th Ave.)
 - Lack of weatherproofing of windows which haven't already been replaced (#4 in petition)
 - Cockroaches (#13 in petition)
 - Post office to get key from owner
- Mr. Aguilera (1436 Upper 45th Ave)
 - Cockroaches (#2 in petition)
 - Post Office to get key from owner
- Ms. Vazquez Calzadilla and Mr. Ricardo Rubio (1430 45th Avenue)
 - Cockroaches (#2 in petition)
 - Mold on bedroom wall (#6 in petition)
 - Water leak from upstairs tenant apt. into Ms. Vazquez's kitchen (#10 in petition)
 - Post office to get key from owner

Additionally, the landlord has not complied with the following two terms listed in Exhibit 1 which affect all tenants in the agreement:

- Owner will be responsible for removing garbage, recyclable, and compost bins weekly. Owner will designate and mark a specific area, which does not interfere with tenant's use of the property, where trash, recycling, and compost will be housed. The owner will ensure that this area remains clean and organized.
- Owner will provide Post Office with a key to the locked gate. Owner will provide written notification to the tenants that she has provided the Post Office with a key to the locked gate.

CITY OF OAKLAND



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

Department of Housing and Community Development
Rent Adjustment Program

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

TDD (510) 238-3254

SETTLEMENT AGREEMENT AND DISMISSAL

CASE NUMBER	T14-0541	Perdomo v. Tordjeman
AND NAME:	T14-0548/T15-0088	Aguilera v. Tordjeman
	T14-0549/T15-0089	Lopez v. Tordjeman
	T14-0546/T15-0090	Sanchez v. Tordjeman
	T14-0557/T15-0091	Calzadilla v. Tordjeman

PROPERTY

1430 45th Avenue
1434 45th Avenue
1436 45th Avenue, Apt. A
1436 45th Avenue, Upper
1428 45th Avenue

ADDRESS:

Oakland, CA

APPEARANCES:

Maria Vasquez Calzadilla
Maria Perdomo
Reyna Sanchez
Ricardo Rubio
Leonardo Aguilera
Ruth Lopez

Gina Tordjeman Owner
Santina DeRose Owner Representative
Noemi Gonzalez Interpreter

I. INTRODUCTION

The following Agreement is intended to compromise and end the dispute to resolve the issues presented in the Petitions and Responses in the cases described above.

5. The parties agree that there shall be no rent increase until May 2017.
6. The parties have also agreed to repair the following within 60 days from the date of this Agreement: See attachment which is incorporated and made a part of this Agreement as exhibit 1 and 1a.
7. The parties acknowledge that there is a covenant of good faith and fair dealing included in this agreement and further acknowledge their obligation to fulfill the terms of this agreement in good faith and to deal fairly with each other in doing so.
8. The Rent Adjustment Program shall have continuing jurisdiction over any dispute that arises concerning this Agreement. The parties agree to submit disputes arising out of this Agreement to arbitration before a Rent Adjustment Program Hearing Officer.

III. ENTIRE AGREEMENT

9. This Agreement contains the entire agreement between the Parties and takes the place of any and all prior agreements, either oral or in writing. This agreement is considered a contract by the parties.

IV. GOVERNING LAW

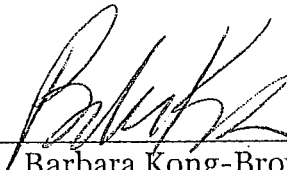
10. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the Parties under this Agreement, shall be governed by, and interpreted in accordance with, the laws of the State of California.

V. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY

11. If any provision of this Agreement is held in whole or in part to be invalid, void, contrary to public policy or any law, or unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and shall remain in full force and effect.

VI. ATTORNEYS' FEES AND COSTS

12. The parties acknowledge and agree that each of them will bear their own costs, expenses and attorneys' fees arising out of or connected with each party's Petition or Response.
13. The parties hereby represent that they are authorized to enter into this agreement. The parties further acknowledge that they have signed the agreement of their own free will and not under duress from any participant in the mediation process including the mediator.



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

Ms. Lopez (1434 45th Ave)

- Lack of weather proofing of windows which haven't already been replaced (#4 in petition)
- cockroaches (#13 in petition)
- Post office to get key from owner

Mr. Aguilera (1436 Upper 45th Ave)

- cockroaches (#2 in petition)
- Post office to get key from owner

Ms. Vasquez Calzadilla (1430 45th Ave)

- cockroaches (#2 in petition)
- ~~install bars on large windows in living room (#4 in petition)~~ APM
GR
- Mold on bedroom wall (#6 in petition)
- Water leak from upstairs tenant apt into Ms. Vasquez Kitchen (#10 in petition)
- Post office to get key from owner

Exhibit E4

City of Oakland Residential Rent Adjustment Program 250 Frank Ogawa Plaza, Suite 5313 Oakland, California 94612 (510) 238-3721		2016 FEB 25 PM 12:38 APPEAL	
Appellant's Name GINA TOROJEMAN (OWNER)		Landlord <input checked="" type="checkbox"/> Tenant <input type="checkbox"/>	
Property Address (Include Unit Number) 1436 45th AVE Apt A Oakland, CA 94601			
Appellant's Mailing Address (For receipt of notices) 4040 Balboa ST Apt #4 SAN FRANCISCO, CA 94121		Case Number T14-0541 Date of Decision appealed Dec 3, 2015 / Feb 3, 2016	
Name of Representative (if any) CROWN FORTUNE PROPERTIES, INC.		Representative's Mailing Address (For notices) 468 GREEN ST SAN FRANCISCO, CA 94133	


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 02 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 _____, 200____, 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>	MARIA PERDOMO & ANGEL SANCHEZ
<u>Address</u>	1436 45th AVE Apt A
<u>City, State Zip</u>	Oakland, CA 94601
<u>Name</u>	
<u>Address</u>	
<u>City, State Zip</u>	

	2/24/16
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

IMPORTANT INFORMATION:

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

- Appeals filed late without good cause will be dismissed.
- You must provide all of the information required or your appeal cannot be processed and may be dismissed.
- Anything to be considered by the Board must be received by the Rent Adjustment Program by 3:00 p.m. on the 8th day before the appeal hearing.
- The Board will not consider new claims. All claims, except as to jurisdiction, must have been made in the petition, response, or at the hearing.
- The Board will not consider new evidence at the appeal hearing without specific approval.
- You must sign and date this form or your appeal will not be processed.

Appeal Attachment

CASE NUMBER AND NAME:

T14-0541	Perdomo v. Tordjeman
T14-0548/T15-0098	Aguilera v. Tordjeman
T14/0549/T15-0089	Lopez v. Tordjeman
T14-0546/T15-0090	Sanchez v. Tordjeman
T14-0557/T15-009	Calzadilla v. Tordjeman

Property Address:

1430 45th Ave, Oakland, CA
1434 45th Ave, Oakland, CA
1436 45th Ave, Oakland, CA
1436 45th Ave, Oakland, CA
1438 45th Ave, Oakland, CA

We kindly ask that you not apply a 2% reduction for taking out the garbage and recycling bins, towards rent after September 29, 2015. Since your site inspection on September 29, 2015, ~~so that there is no further confusion~~, the property owner and management company have ensured that all bins at the property are taken out on a weekly basis, not just the bins belonging to the five tenants above (we have ten totally units at the building). Ownership has provided copies of invoices for bin service for the months of Oct 2015 – Jan 2016, on the following page. Furthermore, the tenants named above have been fully aware that their bins are being taken out on a weekly basis, and have made no further complaints about this issue since your site inspection.

000027

RICHARD JAMES 0013763
 SIO 237 7808 DATE
 GINA TOLDJEMAN 2/1/16
 JANUARY 16
 PULL 2015
 1/31 45th AVE
 OBERLIN
 POND # 113 \$100

RICHARD JAMES 0013754
 SIO 237 7808 DATE
 GINA TOLDJEMAN 12/1/15
 NOV 2015
 PULL 2015
 1/31 45th AVE
 OBERLIN
 POND # 113 \$100

RICHARD JAMES 0013763
 SIO 237 7808 DATE
 GINA TOLDJEMAN 10/25/15
 NOV 2015
 PULL 2015
 10/25/15
 1/31 45th AVE
 OBERLIN
 POND # 113 \$100

RICHARD JAMES 0013754
 SIO 237 7808 DATE
 GINA TOLDJEMAN 12/1/15
 DEC 15
 PULL 2015
 1/31 45th AVE
 OBERLIN
 POND # 113 \$100

City of Oakland Residential Rent Adjustment Program 250 Frank Ogawa Plaza, Suite 5313 Oakland, California 94612 (510) 238-3721		ARBITRATION 2016 FEB 25 PM 12:39 APPEAL	
Appellant's Name GINA TOROJEMAN (owner)		Landlord <input checked="" type="checkbox"/> Tenant <input type="checkbox"/>	
Property Address (Include Unit Number) 1428 45th AVE Oakland, CA 94601			
Appellant's Mailing Address (For receipt of notices) 4040 Balboa ST Apt #4 SAN FRANCISCO, CA 94121		Case Number T14-0546 / T15-0090 Date of Decision appealed Dec 3, 2015 / Feb 3, 2016	
Name of Representative (if any) CROWN FORTUNE PROPERTIES, INC.		Representative's Mailing Address (For notices) 468 GREEN ST SAN FRANCISCO, CA 94133	


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 02. 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 _____, 200____, 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>	REYNA SANCHEZ & RAYMUNDO LUNA
<u>Address</u>	1428 45th AVE
<u>City, State Zip</u>	Oakland, CA 94601
<u>Name</u>	
<u>Address</u>	
<u>City, State Zip</u>	

	2/24/16
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

IMPORTANT INFORMATION:

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

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- 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.~~
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Appeal Attachment

CASE NUMBER AND NAME:

T14-0541	Perdomo v. Tordjeman
T14-0548/T15-0098	Aguilera v. Tordjeman
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T14-0557/T15-009	Calzadilla v. Tordjeman

Property Address:

1430 45th Ave, Oakland, CA
1434 45th Ave, Oakland, CA
1436 45th Ave, Oakland, CA
1436 45th Ave, Oakland, CA
1438 45th Ave, Oakland, CA

We kindly ask that you not apply a 2% reduction for taking out the garbage and recycling bins, towards rent after September 29, 2015. Since your site inspection on September 29, 2015, ~~So that there is no further~~ the property owner and management company have ensured that all bins at the property are taken out on a weekly basis, not just the bins belonging to the five tenants above (we have ten totally units at the building). Ownership has provided copies of invoices for bin service for the months of Oct 2015 – Jan 2016, on the following page. Furthermore, the tenants named above have been fully aware that their bins are being taken out on a weekly basis, and have made no further complaints about this issue since your site inspection.

000031

RICHARD JAMES 0013754
 SING TOBACCO 2/1/15
 JANUARY 10
 TRASH & OIL GOT
 TIRE STRIP
 1436 45th AVE
 OAKRIDGE
 PAID # 413 \$ 120

RICHARD JAMES 0013754
 SING TOBACCO 12/1/15
 NOV 2015
 ROLL OIL WASH
 1436 45th AVE
 OAKRIDGE
 PAID # 413 \$ 105

Richard James
 2214 SE 2nd Ave 0013754
 SING TOBACCO 10/2/15
 OIL
 ROLL OIL
 10 Wash
 10 ROLL
 1436 45th AVE
 OAKRIDGE
 PAID # 401 \$ 100

RICHARD JAMES 0013754
 SING TOBACCO 12/1/15
 DEC 15
 ROLL OIL
 1436 45th AVE
 PAID # 412 \$ 150

City of Oakland Residential Rent Adjustment Program 250 Frank Ogawa Plaza, Suite 5313 Oakland, California 94612 (510) 238-3721		RECEIVED 2015 FEB 25 PM 12:38 APPEAL	
Appellant's Name GINA TOROJEMAN (owner)		Landlord <input checked="" type="checkbox"/> Tenant <input type="checkbox"/>	
Property Address (Include Unit Number) 1436 45th AVE, UPPER Oakland, CA 94601			
Appellant's Mailing Address (For receipt of notices) 4040 Balboa ST Apt #4 SAN FRANCISCO, CA 94121		Case Number T14-0548 / T15-0098	
		Date of Decision appealed Dec 3, 2015 / Feb 3, 2016	
Name of Representative (if any) CROWN FORTUNE PROPERTIES, INC.		Representative's Mailing Address (For notices) 468 GREEN ST SAN FRANCISCO, CA 94133	


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.)

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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.*
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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 02. Please number attached pages consecutively.

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<u>Name</u>	MARGARITA TORRES & LEONARDO AGUILERA
<u>Address</u>	1436 45th AVE, UPPER
<u>City, State Zip</u>	OAKLAND, CA 94601
<u>Name</u>	
<u>Address</u>	
<u>City, State Zip</u>	

	2/24/16
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

IMPORTANT INFORMATION:

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

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Appeal Attachment

CASE NUMBER AND NAME:

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Property Address:

1430 45th Ave, Oakland, CA
1434 45th Ave, Oakland, CA
1436 45th Ave, Oakland, CA
1436 45th Ave, Oakland, CA
1438 45th Ave, Oakland, CA

We kindly ask that you not apply a 2% reduction for taking out the garbage and recycling bins, towards rent after September 29, 2015. Since your site inspection on September 29, 2015, ~~So that there is no further confusion,~~ the property owner and management company have ensured that all bins at the property are taken out on a weekly basis, not just the bins belonging to the five tenants above (we have ten totally units at the building). Ownership has provided copies of invoices for bin service for the months of Oct 2015 – Jan 2016, on the following page. Furthermore, the tenants named above have been fully aware that their bins are being taken out on a weekly basis, and have made no further complaints about this issue since your site inspection.

000035

RICHARD JONES 0013753
 510 282 7605 DATE
 GINA TORDJEMAN 2/1/16
 JANUARY 16
 PULL OUT
 TAPE STRIP
 1/36 1/5 LINE
 OAKLAND
 2119
 Pmt # 213 \$ 100

RICHARD JONES
 0013754
 510 282 7605 DATE
 GINA TORDJEMAN 12/1/15
 NOV 2015
 PULL OUT
 1/36 1/5 LINE
 OAKLAND
 Pmt # 213 \$ 105

Richard Jones
 282 7605
 0013754
 DATE
 GINA TORDJEMAN 10/1/15
 OCT
 PULL OUT
 1/36 1/5 LINE
 OAKLAND
 Pmt # 213 \$ 100

RICHARD JONES
 510 282 7605 0013753
 DATE
 GINA TORDJEMAN 12/30/15
 DEC 31
 PULL OUT
 1/36 1/5 LINE
 Pmt # 213 \$ 100

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

2016 FEB 25 PM 12:39 **APPEAL**

Appellant's Name
GINA TOROJEMAN (OWNER)

Landlord Tenant

Property Address (Include Unit Number)
1430 45th AVE
Oakland, CA 94601

Appellant's Mailing Address (For receipt of notices)
4040 Balboa ST Apt #4
SAN FRANCISCO, CA 94121

Case Number
T14-0557/T15-009
Date of Decision appealed
December 3, 2015 / Feb 3, 2016

Name of Representative (if any)
CROWN FORTUNE PROPERTIES, INC.

Representative's Mailing Address (For notices)
468 GREEN ST
SAN FRANCISCO, CA 94133


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.
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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 _____, 200__, 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>	MARIA VASQUEZ CALZADILLA & Ricardo Rubio
<u>Address</u>	1430 45th AVE
<u>City, State Zip</u>	Oakland, CA 94601
<u>Name</u>	
<u>Address</u>	
<u>City, State Zip</u>	

 SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	2/24/16 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.

Appeal Attachment

CASE NUMBER AND NAME:

T14-0541 Perdomo v. Tordjeman
T14-0548/T15-0098 Aguilera v. Tordjeman
T14/0549/T15-0089 Lopez v. Tordjeman
T14-0546/T15-0090 Sanchez v. Tordjeman
T14-0557/T15-009 Calzadilla v. Tordjeman

Property Address:

1430 45th Ave, Oakland, CA
1434 45th Ave, Oakland, CA
1436 45th Ave, Oakland, CA
1436 45th Ave, Oakland, CA
1438 45th Ave, Oakland, CA

We kindly ask that you not apply a 2% reduction for taking out the garbage and recycling bins, towards rent after September 29, 2015. Since your site inspection on September 29, 2015, ~~so that there is no further confusion,~~ the property owner and management company have ensured that all bins at the property are taken out on a weekly basis, not just the bins belonging to the five tenants above (we have ten totally units at the building). Ownership has provided copies of invoices for bin service for the months of Oct 2015 – Jan 2016, on the following page. Furthermore, the tenants named above have been fully aware that their bins are being taken out on a weekly basis, and have made no further complaints about this issue since your site inspection.

RICHARD JAMES 0013763
 GINA TORJEMAN 2/1/16
 JANUARY 16
 FRESH PINK SOAP
 WIRE STERN
 1736 45th AVE
 OAKLAND
 Paid # 413 \$ 120

RICHARD JAMES 0013764
 GINA TORJEMAN 12/1/15
 NOV 2015
 FRESH PINK SOAP
 WIRE STERN
 1736 45th AVE
 OAKLAND
 Paid # 413 \$ 105

Richard James
 2411 870 Ave 0013765
 GINA TORJEMAN 10/2/15
 OCT 15
 FRESH PINK SOAP
 WIRE STERN
 1736 45th AVE
 OAKLAND
 Paid # 401 \$ 100

RICHARD JAMES 0013768
 GINA TORJEMAN 10/2/15
 DEC 15
 FRESH PINK SOAP
 WIRE STERN
 1736 45th AVE
 OAKLAND
 Paid # 424 \$ 150

City of Oakland Residential Rent Adjustment Program 250 Frank Ogawa Plaza, Suite 5313 Oakland, California 94612 (510) 238-3721		2016 FEB 25 PM 12:30 APPEAL	
Appellant's Name GINA TOKOJEMAN (owner)		Landlord <input checked="" type="checkbox"/> Tenant <input type="checkbox"/>	
Property Address (Include Unit Number) 1434 45th AVE Oakland, CA 94601			
Appellant's Mailing Address (For receipt of notices) 4040 Balboa ST Apt #4 SAN FRANCISCO, CA 94121		Case Number T14-0549 / T15-0089	
		Date of Decision appealed Dec 3, 2015 / Feb 3, 2016	
Name of Representative (if any) CROWN FORTUNE PROPERTIES, INC.		Representative's Mailing Address (For notices) 468 GREEN ST SAN FRANCISCO, CA 94133	


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 02. 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 _____, 200____, 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>	EARIQUE HERNANDEZ & RUTH LOPEZ
<u>Address</u>	1434 45th AVE
<u>City, State Zip</u>	OAKLAND, CA 94601
<u>Name</u>	
<u>Address</u>	
<u>City, State Zip</u>	

	2/24/16
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

IMPORTANT INFORMATION:

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

- Appeals filed late without good cause will be dismissed.
- You must provide all of the information required or your appeal cannot be processed and may be dismissed.
- Anything to be considered by the Board must be received by the Rent Adjustment Program by 3:00 p.m. on the 8th day before the appeal hearing.
- The Board will not consider new claims. All claims, except as to jurisdiction, must have been made in the petition, response, or at the hearing.
- ~~The Board will not consider new evidence at the appeal hearing without specific approval.~~
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CASE NUMBER AND NAME:

T14-0541	Perdomo v. Tordjeman
T14-0548/T15-0098	Aguilera v. Tordjeman
T14/0549/T15-0089	Lopez v. Tordjeman
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Property Address:

1430 45th Ave, Oakland, CA
1434 45th Ave, Oakland, CA
1436 45th Ave, Oakland, CA
1436 45th Ave, Oakland, CA
1438 45th Ave, Oakland, CA

We kindly ask that you not apply a 2% reduction for taking out the garbage and recycling bins, towards rent after September 29, 2015. Since your site inspection on September 29, 2015, ~~South of the building~~ ~~for the same reason~~, the property owner and management company have ensured that all bins at the property are taken out on a weekly basis, not just the bins belonging to the five tenants above (we have ten totally units at the building). Ownership has provided copies of invoices for bin service for the months of Oct 2015 – Jan 2016, on the following page. Furthermore, the tenants named above have been fully aware that their bins are being taken out on a weekly basis, and have made no further complaints about this issue since your site inspection.

RICHARD JAMES 0013753
 310 271 72005 DATE
 GINA TODD JAMES 2/1/16
 JANUARY 16
 FRESH TUB GUT
 TAPE STRAIN
 1/36 45" TUBE
 OBSERVED
 CIRCUIT
 PAN # 413 3/105

RICHARD JAMES
 0013754
 310 271 72005 DATE
 GINA TODD JAMES 12/1/15
 NOV 2015
 PULL OUT FRESH
 1/36 45" TUBE
 OBSERVED
 PAN # 413 3/105

RICHARD JAMES
 2014 310 271 72005 0013751
 DATE
 GINA TODD JAMES 10/2/15
 OCT
 PULL OUT FRESH
 1/36 45" TUBE
 OBSERVED
 1/36 45" TUBE
 OBSERVED
 PAN # 410 3/100

RICHARD JAMES
 310 271 72005 0013750
 DATE
 GINA TODD JAMES 12/30/15
 DEC 15
 PULL OUT FRESH
 1/36 45" TUBE
 OBSERVED
 PAN # 410 3/100



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

CORRECTED ORDER RE COMPLIANCE HEARING

CASE NUMBER AND NAME:	T14-0541	Perdomo v. Tordjeman
	T14-0548/T15-0088	Aguilera v. Tordjeman
	T14-0549/T15-0089	Lopez v. Tordjeman
	T14-0546/T15-0090	Sanchez v. Tordjeman
	T14-0557/T15-0091	Calzadilla v. Tordjeman

PROPERTY ADDRESS:

1430 45th Avenue
1434 45th Avenue
1436 45th Avenue
1436 45th Avenue, Upper
1428 45th Avenue
Oakland, CA

APPEARANCES:

Maria Vasquez Calzadilla	Tenant
Enrique Hernandez	"
Maria Perdomo	"
Reyna Sanchez	"
Ricardo Rubio	"
Leonardo Aguilera	"
Ruth Lopez	"
Gillian Quandt	Tenant Representative
Gina Tordjeman	Owner
Santino DeRose	Owner Representative
Maria Valdiviero	Interpreter

DATE OF COMPLIANCE HEARING & SITE INSPECTION: September 29, 2015

DATE OF DECISION: December 3, 2015

DATE OF CORRECTED ORDER: February 3, 2016

1. INTRODUCTION

The above referenced parties participated in mediation and executed a settlement agreement on April 6, 2015, which provided certain repairs were to be made within 60 days, or by June 6, 2015. Paragraph 8 of the Settlement Agreement provides that the Rent Adjustment Program shall have continuing jurisdiction over any dispute that arises concerning this Agreement.

On July 13, 2015, the tenants filed declarations under penalty of perjury, which stated that the owner had not completed certain repairs which were agreed to in the settlement agreement.

The Hearing Officer conducted a hearing regarding compliance with the mediation agreement and issued an Order Re Compliance Hearing on December 3, 2015. The tenants filed an appeal on December 23, 2015, which stated the following:

- That tenant Lopez' rent was \$1,025, not \$1,080; Tenant Lopez subsequently admitted that the \$1,080 rent amount is correct;
- All the tenants complained about not having a key to the post office and this should be reflected on the chart on page two of the Order; the rent reduction should be 1% from June through August 2015;
- Paragraph 1 of the order should grant a 2% rent reduction for weekly removal of the garbage;
- The rent for tenant Sanchez should reflect a 1% rent decrease for a clogged tub from June through September 2015; his base rent is \$875 until 4/1/16.

The owner also filed appeals on the grounds that the rent calculations regarding the weekly trash collection are not consistent with the percentages stated in the order. Corrections regarding these items have been made.

This Decision is an entirely new decision and sets out a new appeal period.

Repairs agreed to

Tenant	Cockroaches	Bathtub clogged	Key to post office	Mold on bedroom wall	Leak in kitchen	Front windows do not lock	Weather proofing	Garbage bins
Perdomo	X		X			X		X
Sanchez	X	X	X					X
Lopez	X		X				X	X
Aguilera	X		X					X
Vasquez/Rubio	X		X	X	X			X

Cockroaches

The owner testified that there is a monthly pest control service since December 2014, and the service can go into each tenant's unit. The tenants have the option of fumigating their units. The tenants do not want to fumigate their units.

Tenant Perdomo testified that the pest control service comes once a month and he sets the boxes but there is not spray, and the boxes don't work. However, she did not tell the owner about this problem. The owner testified that she had no notice about this issue until the declarations were filed.

Tenant Aguilera testified that he does not want his unit fumigated and he doesn't remember if and when he told the owner about a problem with cockroaches. The pest control service puts boxes in the kitchen and bathroom. The owner testified that there is a problem with access to this unit.

Tenant Sanchez testified that her unit was fumigated in September 2015 and she has regular service.

Tenant Rubio testified that his unit was fumigated in December 2014 and September 2015. The service comes every month and they set traps and gel but he still has cockroaches.

Tenant Lopez testified that she would like to have her unit fumigated. The service comes every month and sets traps but does not put down any gel. She asked for her unit to be fumigated in January 2015 but the owner told her "no." The owner denied that she was ever asked and she prefers that the units be fumigated.

All the tenants testified that they would like their units fumigated, including tenant Aguilera, who testified earlier that he did not want fumigation.

Post office key

Tenant Lopez testified that the mail boxes are in front of tenant Perdomo's unit and the gate is locked which prevents mail delivery. The owner testified that she provided a key to the locked gate to the post office for the mailman within the last month. The Settlement Agreement provides that the owner will provide written notice to the tenants that she has provided the post office with a key to the locked gate.

Garbage

The settlement agreement provides that the owner will be responsible for removing garbage, recycle bins and compost bins weekly, and that she will designate a specific area for storage of the bins which does not interfere with the tenants' use of the property, and that the area will be clean and organized.

During the site inspection, the Hearing Officer noted that the areas were designated for garbage, recycle and compost bins and the area was clean and organized and did not interfere with the tenants' use of the property.

However, the tenants testified that they are still taking out the bins weekly, which is the owner's responsibility. Tenant Lopez told the manager in May 2015 that the tenants were taking the garbage bins out. The owner testified that she pays for Waste Management to go in and take the garbage bins out.

Front Window

Tenant Perdomo testified that she was not happy with the lock that the owner installed on the front window because her daughter can get cut. The owner installed a window lock on September 18, 2015. The tenant wants a lock installed on top.

Bath tub clog

Tenant Sanchez testified that the bathtub clog was fixed on September 16, 2015, and there is no issue.

Weatherproofing

Tenant Lopez testified that the owner changed the window pane and installed two windows and broke the window in her daughter's room. On September 14, 2015, they changed one window pane and the frame needs weatherproofing because air comes in.

Mold/water leak from upstairs

Tenant Rubio testified that they cleaned the mold and painted the bathroom wall in July 2015. The owner installed a fan on September 18, 2015. The water leak was repaired on September 18, 2015.

The Hearing Officer conducted a site inspection on September 29, 2015. She noted that the garbage cans were in a designated area and were well maintained and clear of debris. She also noted that the windows in tenant Lopez' unit were weather proofed and there was no gap between the windows and the frame.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Pursuant to the Settlement Agreement, the owner has made good faith efforts to resolve the cockroach issue. She has had a monthly pest control service at the subject property. There is still an issue of cockroaches in some of the units which requires fumigation and the tenants have now all agreed to fumigation.

Regarding taking out the garbage, the manger notified in May 2015 that the tenants are still taking out the garbage and it is the owner's responsibility under the Agreement. Therefore, the owner has not complied with this portion of the Agreement and the tenants are entitled to a 2% rent reduction from June 2015 until the owner fulfills her responsibility to take out the garbage bins.

Regarding the key for the post office although the owner did not provide written notice to the tenants she did provide the post office with a key in September 2015. The tenants are entitled to 1% rent reduction from May 2015 through August 2015 and are aware as a result of the Hearing that the owner has provided the key to the post office.

Tenant Perdomo

The owner is in compliance with the Settlement Agreement regarding the front window lock. She did install a lock on the window. The tenant has raised an issue of safety about her daughter because the lock is not on top of the window, and the owner shall have a reasonable opportunity to respond to this concern.

Tenant Vasquez Calzadilla/Rubio

The mold was repaired by the tenant in July 2015 and the water leak was repaired in September 2015. The owner did not fulfill her responsibility for these items. Therefore, the tenant is entitled to a 3% rent decrease from June 6, 2015, to September 2015.

Tenant Lopez

The owner has complied with the Settlement Agreement regarding weatherproofing of the tenant's windows.

Tenant Sanchez

The bathtub clog in tenant Sanchez' unit was not repaired until September 2015. He is entitled to a rent decrease of 1% from June through September 2015.

CONCLUSION

For the reasons stated above, the Hearing Officer issues the following:

ORDER

1. The tenants are all entitled to a monthly 2% rent decrease from June 2015 until the owner arranges for weekly removal of the garbage, recycle and compost bins.

2. The tenants are all entitled to a monthly 1% rent decrease from June 2015 through August 2015 until the owner provided a key to the gate to the post office.
3. The owner is in compliance with the Settlement Agreement regarding the following
 - Cockroaches
 - Installation of a window lock on tenant Perdomo's front window
 - Weatherproofing of tenant Lopez' windows
4. Tenants Calzadilla/Rubio are entitled to a 3% decrease from June 6, 2015 to September 2015, for the clogged bath tub.
5. Tenant Sanchez is entitled to a 1% rent decrease from June through September 2015, for the clogged bath tub.
6. The rent for tenant Perdomo is stated below as follows:

Base Rent until 4/1/16	\$700.00
-1% June-August 2015 (post office key)	\$ -21.00
- 2% Current decreased housing service-garbage	-14.00
-2% garbage bin removal (May 2015-Feb.2016-10 x\$14=\$140/3=\$46.67	-\$ 46.67
Rent payment for March 2016	\$618.33
Rent payment for April 2016	\$639.33
Base rent for May 2016-\$800	\$739.33

7. When the owner makes proper arrangements for the weekly trash collection he may increase the tenant's rent by \$14.00 upon proper notice pursuant to the Rent Ordinance and Section 827 of the California Civil Code.
8. The rent for tenant Aguilera is stated below as follows:

Base Rent until 10/1/16	\$855.00
-1% June-August 2015 (post office key)	\$-25.65
-2% garbage bin removal x 10 x \$17.10=\$171/3=\$57.00	\$-57.00
-2%-current decreased housing service-garbage	\$-17.10
Rent payment for March 2016	\$755.25
Tent payment for April and May 2016	\$780.90

9. When the owner makes proper arrangements for the weekly trash collection he may increase the tenant's rent by \$17.10 upon proper notice pursuant to the Rent Ordinance and Section 827 of the California Civil Code.

10. The rent for tenant Lopez is stated below as follows:

Base Rent until 10/1/16	\$1,080.00
-1% June-August 2015 (post office key)	\$ - 32.40
-2% current decreased housing service-garbage	- \$21.60
-2% garbage bin removal x 10=\$216.00/3=	\$ - 72.00
Rent payment for March 2016	\$ 954.00
Rent payment for April and May 2016	\$ 986.40

11. When the owner makes proper arrangements for the weekly trash collection he may increase the tenant's rent by \$21.60 upon proper notice pursuant to the Rent Ordinance and Section 827 of the California Civil Code.

12. The rent for tenant Sanchez is stated below as follows:

Base Rent until 4/1/16	\$875.00
-2% current decreased housing service-garbage	\$ -17.50
-1% June-August 2015 (post office key)	\$ -26.25
-2% garbage bin removal x 10 mos.\$175; -1% for clogged tub 6-9/15=\$8.75 x 4=\$35.00;\$210/3=\$70	\$ 70.00
Rent payment for March 2016	\$761.25
Rent payment for April 2016	\$787.50
Rent payment May 2016-base rent is \$975	\$887.50
Base Rent as of May 2016	\$975.00

13. When the owner makes proper arrangements for the weekly trash collection he may increase the tenant's rent by \$17.50 upon proper notice pursuant to the Rent Ordinance and Section 827 of the California Civil Code.


14. The rent for tenants Calzadilla/Rubio is stated below as follows:

Base Rent until 10/1/16	\$705.00
-1% June-August 2015 (post office key)	\$- 21.15
-2% garbage bin removal x 10 mos. \$141/3=	- \$47.00
-3% June-September 2015-mold and water leak=-\$21.15 x 4= \$84.60	\$ -84.60
-2% for current decreased housing service-garbage	\$ -14.10
Rent payment for March 2016	\$538.15
Rent payment for April and May 2016	\$643.90

15. When the owner makes proper arrangements for the weekly trash collection he may increase the tenant's rent by \$14.10 upon proper notice pursuant to the Rent Ordinance and Section 827 of the California Civil Code.

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

Dated: February 3, 2016


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

PROOF OF SERVICE

Case Number T14-0541,T14-0548/T15-0088,T14-0549/T15-0089,T14-0546/T15-0090,T14-0557/T15-0091

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 **Notice of Corrected Order Re Compliance Hearing** 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:

Maria Vazquez Calzadilla
1430 45th Avenue
Oakland, CA 94601

Ana Baires Mira
Centro Legal de la Raza
3022 International Blvd. #410
Oakland, CA 94601

Gina Tordjeman
4040 Balboa Street #4
San Francisco, CA 94121

Reyna Sanchez
1428 45th Avenue
Oakland, CA 94601

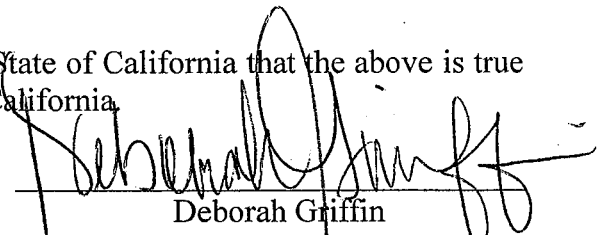
Ruth Lopez
1434 45th Avenue
Oakland, CA 94601

Leonardo Aguilera
1436 45th Avenue Upper
Oakland, CA 94601

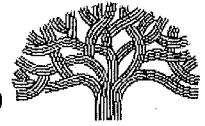
Maria Perdomo
1436 45th Avenue #A
Oakland, CA 94601

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on February 5, 2016 in Oakland, California.


Deborah Griffin
Oakland Rent Adjustment Program

000053



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

Department of Housing and Community Development
Rent Adjustment Program

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

ORDER RE COMPLIANCE HEARING

CASE NUMBER	T14-0541	Perdomo v. Tordjeman
AND NAME:	T14-0548/T15-0088	Aguilera v. Tordjeman
	T14-0549/T15-0089	Lopez v. Tordjeman
	T14-0546/T15-0090	Sanchez v. Tordjeman
	T14-0557/T15-0091	Calzadilla v. Tordjeman

PROPERTY ADDRESS: 1430 45th Avenue
1434 45th Avenue
1436 45th Avenue
1436 45th Avenue, Upper
1428 45th Avenue
Oakland, CA

APPEARANCES: Maria Vasquez Calzadilla
Enrique Hernandez
Maria Perdomo
Reyna Sanchez
Ricardo Rubio
Leonardo Aguilera
Ruth Lopez
Gillian Quandt Tenant Representative

Gina Tordjeman Owner
Santino DeRose Owner Representative
Maria Valdiviero Interpreter

SITE INSPECTION: September 29, 2015

DATE OF DECISION: December 2, 2015

I. INTRODUCTION

The above referenced parties participated in a mediation and executed a settlement agreement on April 6, 2015, which provided certain repairs to be made within 60 days. Paragraph 8 of the Settlement Agreement provides that the

Rent Adjustment Program shall have continuing jurisdiction over any dispute that arises concerning this Agreement.

On July 13, 2015, the tenants filed declarations under penalty of perjury, which stated that the owner had not completed certain repairs which were agreed to in the settlement agreement as follows;

Tenant	Cockroaches	Bathtub clogged	Key to post office	Mold on bedroom wall	Leak in kitchen	Front windows do not lock	Weather proofing	Garbage bins
Perdomo	X					X		X,
Sanchez	X	X	X					X
Lopez	X		X				X	X
Aguilera	X		X					X
Vasquez/ Rubio	X			X	X			X

Cockroaches

The owner testified that there is a monthly pest control service since December 2014, and the service can go into each tenant's unit. The tenants have the option of fumigating their units. The tenants do not want to fumigate their units.

Tenant Perdomo testified that the pest control service comes once a month and he sets the boxes but there is no spray, and the boxes don't work. However, she did not tell the owner about this problem. The owner testified that she had no notice about this issue until the declarations were filed.

Tenant Aguilera testified that he does not want his unit fumigated and he doesn't remember if and when he told the owner about a problem with cockroaches. The pest control service puts boxes in the kitchen and bathroom. The owner testified that there is a problem with access to this unit.

Tenant Sanchez testified that her unit was fumigated in September 2015 and she has regular service.

Tenant Rubio testified that his unit was fumigated in December 2014 and September 2015. The service comes every month and they set traps and gel but he still has cockroaches.

Tenant Lopez testified that she would like to have her unit fumigated. The service comes every month and sets traps but does not put down any gel. She asked for her unit to be fumigated in January 2015 but the owner told her "no." The owner denied that she was ever asked and she prefers that the units be fumigated.

All the tenants testified that they would like their units fumigated, including tenant Aguilera, who testified earlier that he did not want fumigation.

Post office key

Tenant Lopez testified that the mail boxes are in front of tenant Perdomo's unit and the gate is locked which prevents mail delivery. The owner testified that she provided a key to the locked gate to the post office for the mailman within the last month. The Settlement Agreement provides that the owner will provide written notice to the tenants that she has provided the post office with a key to the locked gate.

Garbage

The settlement agreement provides that the owner will be responsible for removing garbage, recycle bins, and compost bins weekly, and that she will designate a specific area for storage of the bins which does not interfere with the tenants' use of the property, and that the area will be clean and organized.

During the site inspection, the Hearing Officer noted that the areas were designated for garbage, recycle and compost bins and the area was clean and organized and did not interfere with the tenants' use of the property.

However, the tenants testified that they are still taking out the bins weekly, which is the owner's responsibility. Tenant Lopez told the manager in May 2015 that the tenants were taking the garbage bins out. The owner testified that she pays for Waste Management to go in and take the garbage bins out.

Front window

Tenant Perdomo testified that she was not happy with lock that the owner installed on the front window because her daughter can get cut. The owner installed a window lock on September 18, 2015. The tenant wants a lock installed on top.

Bath tub clog

Tenant Sanchez testified that the bathtub clog was fixed on September 16, 2015, and there is no issue.

Weatherproofing

Tenant Lopez testified that the owner changed the window pane and installed two windows and broke the window in her daughter's room. On

September 14, 2015, they changed one window pain and the frame needs weatherproofing because air comes in.

Mold/water leak from upstairs

Tenant Rubio testified that they cleaned the mold and painted the bathroom wall in July 2015. The owner installed a fan on September 18, 2015. The water leak was repaired on September 18, 2015.

The Hearing Officer conducted a site inspection on September 29, 2015. She noted that the garbage cans were in a designated area and were well maintained and clear of debris. She also noted that the windows in tenant Lopez' unit were weather proofed and there was no gap between the windows and the frame.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Pursuant to the Settlement Agreement, the owner has made good faith efforts to resolve the cockroach issue. She has had a monthly pest control service at the subject property. There is still an issue of cockroaches in some of the units which requires fumigation and the tenants have now all agreed to fumigation.

Regarding taking out the garbage, the manager was notified in May 2015 that the tenants are still taking out the garbage and it is the owner's responsibility under the Agreement. Therefore, the owner has not complied with this portion of the Agreement and the tenants are entitled to a 2% rent reduction from June 2015 until the owner fulfills her responsibility to take out the garbage bins.

Regarding the key for the post office although the owner did not provide written notice to the tenants she did provide the post office with a key in September 2015. The tenants are entitled to 1% rent reduction from May 2015 through August 2015 and are aware as a result of the Hearing that the owner has provided the key to the post office.

Tenant Perdomo

The owner is in compliance with the Settlement Agreement regarding the front window lock. She did install a lock on the window. The tenant has raised an issue of safety about her daughter because the lock is not on top of the window, and the owner shall have a reasonable opportunity to respond to this concern.

Tenant Vasquez

The mold was repaired by the tenant in July 2015 and the water leak was repaired in September 2015. The owner did not fulfill her responsibility for these

items. Therefore, the tenant is entitled to a 3% rent decrease from June 6, 2015, to September 2015.

Tenant Lopez

The owner has complied with the Settlement Agreement regarding weatherproofing of the tenant's windows.

Tenant Sanchez

The bathtub clog in tenant Sanchez' unit was not repaired until September 2015. He is entitled to a rent decrease of 1% from June through September 2015.

CONCLUSION

For the reasons stated above, the Hearing Officer issues the following

ORDER

1. The tenants are all entitled to a monthly 1% rent decrease from June 2015 until the owner arranges for weekly removal of the garbage, recycle and compost bins.
2. The tenants are all entitled to a monthly 1% rent decrease from June 2015 through August 2015 until the owner provided a key to the gate to the post office.
3. The owner is in compliance with the Settlement Agreement regarding the following:
 - Cockroaches
 - Installation of a window lock on tenant Perdomo's front window
 - Weatherproofing of tenant Lopez' windows
4. Tenants Calzadilla/Rubio are entitled to a 3% decrease from June 6, 2015, to September 18, 2015 for the water leak and the mold.
5. Tenant Sanchez is entitled to a 1% rent decrease from June through September 2015, for the clogged bath tub.
6. The rent for tenant Perdomo is stated below as follows:

Base Rent until 4/1/16	\$ 700.00
-1% July-September 2015(post office key)	\$ -21.00
-2% garbage bin removal x 6 mos.	- 84.00
Rent payment for January 2016	\$ 595.00
Rent payment for February 2016	\$ 686.00

7. When the owner makes proper arrangements for the weekly trash collection he may increase the tenant's rent by \$14.00 upon proper notice pursuant to the Rent Ordinance and Section 827 of the California Civil Code.

8. The rent for tenant Aguilera is stated below as follows:

Base Rent until 10/1/16	\$ 855.00
-1% July-September 2015(post office key)	-25.65
-2% garbage bin removal x 6 mos.	102.60
Rent payment for January 2016	726.75
Rent payment for February 2016	\$837.90

9. When the owner makes proper arrangements for the weekly trash collection he may increase the tenant's rent by \$17.10 upon proper notice pursuant to the Rent Ordinance and Section 827 of the California Civil Code.

10. The rent for tenant Lopez is stated below as follows:

Base Rent until 10/1/16	\$ 1,080.00
-1% July-September 2015(post office key)	-32.140
-2% garbage bin removal x 6 mos.	-129.60
Rent payment for January 2016	\$ 918.00
Rent payment for February 2016	\$1058.40

11. When the owner makes proper arrangements for the weekly trash collection he may increase the tenant's rent by \$21.60 upon proper notice pursuant to the Rent Ordinance and Section 827 of the California Civil Code.

12. The rent for tenant Sanchez is stated below as follows:

Base Rent until 10/1/16	\$ 875.00
-1% July-September 2015(post office key)	26.25
-2% garbage bin removal x 6 mos.	-105.00
Rent payment for January 2016	743.75
Rent payment for February 2016	857.50

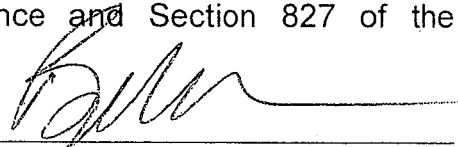
13. When the owner makes proper arrangements for the weekly trash collection he may increase the tenant's rent by \$17.50 upon proper notice pursuant to the Rent Ordinance and Section 827 of the California Civil Code.

14. The rent for tenants Calzadilla/Rubio is stated below as follows:

Base Rent until 10/1/16	\$ 705.00
-1% July-September 2015(post office key)	21.15
-2% garbage bin removal x 6 mos.	84.60
-3% July-September 2015-mold and water leak	63.45
Rent payment for January 2016	535.80
Rent payment for February 2016	690.90

15. When the owner makes proper arrangements for the weekly trash collection he may increase the tenant's rent by \$14.10 upon proper notice pursuant to the Rent Ordinance and Section 827 of the California Civil Code

Dated: December 3, 2015



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

PROOF OF SERVICE

<u>Case Number T14-0541</u>	<u>Perdomo v. Tordjeman</u>
T14-0548/T15-0088	Aguilera v. Tordjeman
T14-0549/T15-0089	Lopez v. Tordjeman
T14-0546/T15-0090	Sanchez v. Tordjeman
T14-0557/T15-0091	Calzadilla v. Tordjeman

I am a resident of the State of California and over 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 Order Re Compliance Hearing 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:

Maria Vazquez Calzadilla
1430 45th Avenue
Oakland, Ca 94601

Ana Baires Mira
Centro Legal de la Raza
3022 International Blvd., No. 410
Oakland, CA 94601

Gina Tordjeman
4040 Balboa Street, No. 4
San Francisco, CA 94121

Reyna Sanchez
1428 45th Avenue
Oakland, CA 94601

Ruth Lopez
1434 45th Avenue
Oakland, CA 94601

Leonardo Aguilera
1436 45th Avenue Upper
Oakland, CA 94601

000061

Maria Perdomo
1436 45th Avenue, No. A
Oakland, Ca 94612

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on Friday, December 04, 2015, in Oakland, California.



BARBARA KONG-BROWN

000062



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

Department of Housing and Community Development
Rent Adjustment Program

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

TDD (510) 238-3254

SETTLEMENT AGREEMENT AND DISMISSAL

CASE NUMBER	T14-0541	Perdomo v. Tordjeman
AND NAME:	T14-0548/T15-0088	Aguilera v. Tordjeman
	T14-0549/T15-0089	Lopez v. Tordjeman
	T14-0546/T15-0090	Sanchez v. Tordjeman
	T14-0557/T15-0091	Calzadilla v. Tordjeman

PROPERTY **1430 45th Avenue**
1434 45th Avenue
1436 45th Avenue, Apt. A
1436 45th Avenue, Upper
1428 45th Avenue

ADDRESS: **Oakland, CA**

APPEARANCES: **Maria Vasquez Calzadilla**
 Maria Perdomo
 Reyna Sanchez
 Ricardo Rubio
 Leonardo Aguilera
 Ruth Lopez

Gina Tordjeman Owner
 Santino DeRose Owner Representative
 Noemi Gonzalez Interpreter

I. INTRODUCTION

The following Agreement is intended to compromise and end the dispute to resolve the issues presented in the Petitions and Responses in the cases described above.

Tenants Maria Vasquez Calzadilla, Maria Perdomo, Reyna Sanchez, Ricardo Rubio, Leonardo Aguilera, Ruth Lopez and Gina Tordjeman ("the Parties") have reached a settlement of the tenant's claims on February 9, 2015 in the offices of the Rent Adjustment Program

In consideration of the mutual promises contained herein, the parties agree as follows:

II. TERMS AND CONDITIONS

1. The parties agree that the following petitions shall be dismissed with prejudice:

T14-0541
T14-0548/T15-0088
T14-0549/T15-0089
T14-0546/T15-0090
T14-0557/T15-0091

2. The parties intend this Agreement to be binding and enforceable in a court of law.
3. The parties understand that this Agreement is a compromise and does not constitute a finding or admission of any violation of law.
4. The owner agrees to provide restitution to the tenants as follows:
 - Tenant Perdomo-\$1,200 which shall be in the form of a rent credit of \$100/month for 12 months; her monthly rent shall be \$700.00 commencing May 1, 2015 and ending with the rent payment of April 1, 2016;
 - Tenant Sanchez--\$1,200 which shall be in the form of a rent credit of \$100/month for 12 months; her monthly rent shall be \$875.00 commencing May 1, 2015 and ending with the rent payment of April 1, 2016;
 - Tenant Calzadilla-\$1,800 which shall be in the form of a rent credit of \$120/month for 18 months; her monthly rent shall be \$705.00 commencing May 1, 2015 and ending with the rent payment of October 1, 2016;
 - Tenant Aguilera-\$1,800 which shall be in the form of a rent credit of \$120/month for 18 months; his monthly rent shall be \$855.00 commencing May 1, 2015 and ending with the rent payment of October 1, 2016;
 - Tenant Lopez-\$1,800- which shall be in the form of a rent credit of \$120/month for 18 months; his monthly rent shall be \$1,080.00 commencing May 1, 2015 and ending with the rent payment of October 1, 2016;

5. The parties agree that there shall be no rent increase until May 2017.
6. The parties have also agreed to repair the following within 60 days from the date of this Agreement: See attachment which is incorporated and made a part of this Agreement as exhibit 1 and 1a.
7. The parties acknowledge that there is a covenant of good faith and fair dealing included in this agreement and further acknowledge their obligation to fulfill the terms of this agreement in good faith and to deal fairly with each other in doing so.
8. The Rent Adjustment Program shall have continuing jurisdiction over any dispute that arises concerning this Agreement. The parties agree to submit disputes arising out of this Agreement to arbitration before a Rent Adjustment Program Hearing Officer.

III. ENTIRE AGREEMENT

9. This Agreement contains the entire agreement between the Parties and takes the place of any and all prior agreements, either oral or in writing. This agreement is considered a contract by the parties.

IV. GOVERNING LAW

10. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the Parties under this Agreement, shall be governed by, and interpreted in accordance with, the laws of the State of California.

V. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY

11. If any provision of this Agreement is held in whole or in part to be invalid, void, contrary to public policy or any law, or unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and shall remain in full force and effect.

VI. ATTORNEYS' FEES AND COSTS

12. The parties acknowledge and agree that each of them will bear their own costs, expenses and attorneys' fees arising out of or connected with each party's Petition or Response.
13. The parties hereby represent that they are authorized to enter into this agreement. The parties further acknowledge that they have signed the agreement of their own free will and not under duress from any participant in the mediation process including the mediator.

The foregoing is agreed to and executed on the 6th^h day of April, 2015, Oakland, California, by:

Maria Vasquez
MARIA VASQUEZ CALZADILLA

Tenant

Maria Perdomo
MARIA PERDOMO

Tenant

Reyna Sanchez
REYNA SANCHEZ

Tenant

Ricardo Rubio
RICARDO RUBIO

Tenant

Leonardo Aguilera
LEONARDO AGUILERA

Tenant

Ruth Lopez
RUTH LOPEZ

Tenant

Ana Baires Mira
ANA BAIRE MIRA, Esq.

Tenant
Representative

Gillian Quandt
GILLIAN QUANDT

Tenant
Representative

Gina Tordjeman
GINA TORDJEMAN

Owner

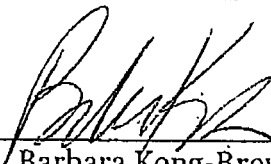
ORDER OF DISMISSAL

Pursuant to the withdrawal of the petition in the settlement agreement above, Petitions number

- T14-0541
- T14-0548/T15-0088
- T14-0549/T15-0089
- T14-0546/T15-0090
- T14-0557/T15-0091

are dismissed:

Dated: April 6, 2015



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

Mrs. Perdomo (1436 45th Ave, Apt A)

- front windows do not lock after they were "fixed". (#4 in petition)
- Bathroom door frame is splintered (#10 in petition)
- cockroaches (#12 in petition)

Mrs. Sanchez (1428 45th Ave)

- cockroaches (#7 in petition)
- Bathtub clogged (#12 on petition, but actually #8)
- Post office to get key from landlord

Owner will be responsible for removing garbage, recyclable, and compost bins weekly. Owner will designate and mark a specific area, which does not interfere with tenants use of the property, where trash, recycling, and compost will be housed. ~~The owner will ensure that this area remains clean and organized.~~ ^{GO}
The owner will ensure that this area remains clean and organized.

- Exhibit 1

Owner will provide Post office with a key to the locked gate. Owner will provide ^{written} notification to the tenants that she has provided the Post office with a key to the locked gate.

Ms. Lopez (1434 45th Ave)

- Lack of weatherproofing of windows which haven't already been replaced (#4 in petition)
- cockroaches (#13 in petition)
- Post office to get key from owner

Mr. Aguilera (1436 Upper 45th Ave)

- cockroaches (#2 in petition)
- Post office to get key from owner

Ms. Vasquez Calzadilla (1430 45th Ave)

- cockroaches (#2 in petition)
- ~~install pane on large windows~~ ^{near GR}
Living room (#4 in petition)
- Mold on bedroom wall (#6 in petition)
- Water leak from upstairs tenant apt into Ms. Vasquez Kitchen (#10 in petition)
- Post office to get key from owner

- Exhibit E4 -