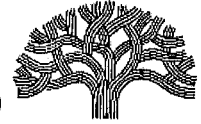


CITY OF OAKLAND



250 FRANK OGAWA PLAZA, SUITE 5313, OAKLAND, CALIFORNIA
MAILING ADDRESS: P.O. BOX 70243, OAKLAND, CA 94612-2043

Department of Housing and Community Development
Rent Adjustment Program

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

**THE CITY OF OAKLAND'S HOUSING, RESIDENTIAL RENT AND
RELOCATION BOARD WILL HOLD A SPECIAL CLOSED SESSION
MEETING ON AUGUST 10, 2017, beginning at 6:30 P.M. IN CITY HALL
HEARING ROOM 1**

**The Board Will Convene in Open Session Prior to Adjourning to Closed Section and Will
Report Out Any Final Decisions in Hearing Room 1 During the Board's Open Session
Meeting Agenda**

1. Conference with its City Attorney pursuant to California Government Code Section 54956.9 (a) (pending litigation) regarding:

Sherman v. City of Oakland
Alameda County Superior Court Case No. RG16843773

2017 AUG -3 AM 8:40

SHIRLEY M. HARRIS
CITY CLERK
CITY OF OAKLAND

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

August 10, 2017

7:00 P.M.

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

AGENDA

1. CALL TO ORDER
2. ROLL CALL
3. CONSENT ITEMS
 - i. Approval of minutes July 13, 2017
4. OPEN FORUM
5. REPORT ON CLOSED SESSION
6. NEW BUSINESS
 - i. Appeal Hearings in cases:
 - a. T14-0238; Geiser v. Chandler Properties
 - b. T15-0428; Geiser v. Chandler Properties
 - c. T16-0257; Geiser v. Jacobs
7. SCHEDULING AND REPORTS
8. ADJOURNMENT

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

2017 AUG -3 AM 8:40

OFFICE OF THE CITY CLERK
OAKLAND

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

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

If your service animal lacks visual evidence that it is a service animal (presence of an apparel item, apparatus, etc.), then please be prepared to reasonably establish that the animal does, in fact, perform a function or task that you cannot otherwise perform.

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

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

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

**Regular Meeting
July 13, 2017
7:00 p.m.
City Hall, Hearing Room #1
One Frank H. Ogawa Plaza, Oakland, CA**

DRAFT MINUTES

1. CALL TO ORDER

The HRRRB was called to order at 7:05 p.m. by Board Chair, Jessie Warner.

2. ROLL CALL

MEMBER	STATUS	PRESENT	ABSENT	EXCUSED
Debbie Mesaros	Tenant		X	
Terry Sandoval	Tenant	X		
Karen Friedman	Landlord	X		
Jessie Warner	Homeowner	X		
Ramona Chang	Landlord	X		
Robert Stone	Homeowner	X		
Mary Jo Cook	Homeowner	X		
Ubaldo Fernandez	Tenant Alt	X		

Staff Present

Kent Qian	Deputy City Attorney
Connie Taylor	Rent Adjustment Program Manager

3. CONSENT ITEMS

i. Approval of Minutes for June 8, 2017

R. Stone made a motion to approve the minutes as drafted. U. Fernandez seconded. The Board voted as follows:

Aye: T. Sandoval, Karen Friedman, J. Warner, R. Chang, R. Stone, M.J. Cook, U. Fernandez

Nay: 0

Abstained: 0

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The motion was approved by consensus.

4. OPEN FORUM

James Vann

5. NEW BUSINESS

- i. Presentation of appreciation plaques to Noah Frigault, Linda Lonay & Craig Castellonet
- ii. Appeal Hearing in Cases:
 - a. T15-0617; Chow v. Lew
T15-0641; Kaplan v. Lew

Appearances: Tenant Appeal

Tenants

Clara Chow
Patricia Kaplan

Property Owner

Debra Lew

Rebuttal

James Vann
Jill Broadhurst

Board Discussion

After Board discussion and questions to all parties, K. Friedman made a motion to affirm the decision based on substantial evidence. R. Chang seconded.

K. Friedman withdrew her motion and accepted a friendly amendment from U. Fernandez to bifurcate the vote. K. Friedman made a motion to affirm the Decision in Chow v. Lew based on substantial evidence. R. Chang seconded. The Board voted as follows:

Aye: R. Stone, U. Fernandez, M.J. Cook, K. Friedman, R. Chang, J. Warner

Nay: T. Sandoval

Abstained: 0

The motion carried.

K. Friedman made a motion to affirm the Hearing Officer's decision in Kaplan v. Lew. U. Fernandez seconded. The Board voted as follows:

Aye: R. Stone, U. Fernandez, M.J. Cook, K. Friedman, R. Chang, J. Warner, T. Sandoval
Nay: 0
Abstained: 0

The motion carried by consensus.

iii. Discussion and Possible Action on Regulations for the Tenant Protection Ordinance Clarifying Terms "Bad Faith" and "Pattern and Practice."

Board Break – 8:35 p.m.

Roll Call – 8:45 p.m.

U. Fernandez
T. Sandoval
R. Stone
M.J. Cook
J. Warner
K. Friedman
R. Chang

After Board discussion, K. Friedman made a motion to defer the discussion clarifying terms in the Tenant Protection Ordinance to a future meeting. R. Stone seconded. The Board voted as follows:

Aye: U. Fernandez, T. Sandoval, R. Stone, M.J. Cook, J. Warner, K. Friedman, R. Chang
Nay: 0
Abstained: 0

The motion carried by consensus.

7. SCHEDULING AND REPORTS

1. Schedule discussion reviving the Standing Committee.
2. Board was informed that there would no recess in August.

8. ADJOURNMENT

J. Warner made motion to adjourn. R. Stone seconded. The meeting was adjourned by consensus at 9:25 p.m.

CHRONOLOGICAL CASE REPORT

Case Nos.: T14-0238; T15-0428; T16-0257
Case Names: Geiser v. Chandler Properties;
Geiser v. Chandler Properties;
Geiser v. Jacobs
Property Address: 1906 Jackson Street, Oakland, CA
Parties: Brian Geiser (Tenant)
Mimi Johnson-Jacobs

<u>Activity</u>	<u>Date</u>
Case# T14-238: Owner & Tenant Appeal	
Tenant Petition filed	June 30, 2014
Owner Response filed	July 30, 2014
Hearing Decision issued	June 8, 2015
Tenant Appeal filed	June 29, 2015
Remand Decision issued	March 7, 2017
Owner Appeal filed	March 20, 2017
Tenant Appeal filed	March 27, 2017
Amended Remand Decision issued	July 10, 2017
Tenant Appeal filed	July 31, 2017

**Case# T15-0428:
Owner Appeal**

Tenant Petition filed	August 19, 2015
Owner Response filed	None
Administrative Decision issued	December 3, 2015
Tenant Appeal filed	December 23, 2015
Hearing Decision on Remand issued	March 1, 2017
Owner Appeal filed	March 10, 2017

**Case# T16-0257:
Owner & Tenant Appeal**

Tenant Petition filed	May 19, 2016
Owner Response filed	June 16, 2016
Hearing December issued	September 14, 2016
Correction of Clerical error in Decision issued	October 5, 2016
Owner Appeal filed	October 18, 2016
Tenant Appeal filed	October 25, 2016
Additional Tenant Documents submitted	August 2, 2017



CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
P.O. Box 70243
Oakland, CA 94612-0243
(510) 238-3721

For date stamp.
2017 JUL 31 PM 4:08
APPEAL

Appellant's Name <i>brian geiser</i>		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
Property Address (Include Unit Number) <i>1906 Jackson St. #116 Oakland, CA 94612</i>			
Appellant's Mailing Address (For receipt of notices)		Case Number <i>T14-0238</i>	Date of Decision appealed <i>July 5, 2017</i>
Name of Representative (if any)		Representative's Mailing Address (For notices)	

Please select your ground(s) for appeal from the list below. As part of the appeal, an explanation must be provided responding to each ground for which you are appealing. Each ground for appeal listed below includes directions as to what should be included in the explanation.

- 1) There are math/clerical errors that require the Hearing Decision to be updated. *(Please clearly explain the math/clerical errors.)*
- 2) Appealing the decision for one of the grounds below (required):
 - a) The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations or prior decisions of the Board. *(In your explanation, you must identify the Ordinance section, regulation or prior Board decision(s) and describe how the description is inconsistent.)*
 - b) The decision is inconsistent with decisions issued by other Hearing Officers. *(In your explanation, you must identify the prior inconsistent decision and explain how the decision is inconsistent.)*
 - c) The decision raises a new policy issue that has not been decided by the Board. *(In your explanation, you must provide a detailed statement of the issue and why the issue should be decided in your favor.)*
 - d) The decision violates federal, state or local law. *(In your explanation, you must provide a detailed statement as to what law is violated.)*
 - e) The decision is not supported by substantial evidence. *(In your explanation, you must explain why the decision is not supported by substantial evidence found in the case record.)*

For more information phone (510)-238-3721.

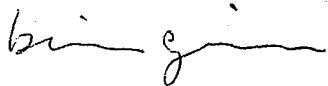
- f) I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. (In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue a decision without a hearing if sufficient facts to make the decision are not in dispute.)
- g) The decision denies the Owner a fair return on my investment. (You may appeal on this ground only when your underlying petition was based on a fair return claim. You must specifically state why you have been denied a fair return and attach the calculations supporting your claim.)
- h) Other. (In your explanation, you must attach a detailed explanation of your grounds for appeal.)

Submissions to the Board are limited to 25 pages from each party. Please number attached pages consecutively.
 Number of pages attached: 15.

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 July 31, 2017, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

Name	Carolyn Chandler / Chandler Properties
Address	2799 California St.
City, State Zip	San Francisco, CA 94115
Name	
Address	
City, State Zip	

	July 31, 2017
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510)-238-3721.

July 31, 2017

City of Oakland
Community and Economic Development Agency, Rent Adjustment Program
250 Frank Ogawa Plaza, Suite 5313
Oakland, CA 94612

Served via the United States Postal Service (USPS) on March 8, 2017, I received a "Hearing Decision on Remand" to an appeal in which a final approval of the Board's draft remand was never approved and an "Appeal Decision" never produced and therefor never served to the parties. After the appeal had been filed, on July 5, 2017 an "Appeal Decision" was executed and served via the USPS on July 6, 2017. On July 10, 2017 an "Amended Hearing Decision on Remand" was served via the USPS.

Some history regarding this case:

1. There was no mailing of an owner response to the tenant's petitions. This let the renters know the owner was NOT going to contest their original requested capital improvement pass through. Except the owner did respond! The Rent Adjustment Program (RAP) chose not to mail the owner's response per Regulation 8.22.090.B.2. and C.2. If I hadn't scheduled a case file viewing shortly before the hearing, none of the renters would have known and they wouldn't have been able to look at the submitted materials to create their case. I demanded the RAP delay the hearing.
2. In addition, there was a selective adherence to written ordinance, regulations, processes written in the packets provided by the RAP, and prior decisions of both the hearing offices and the Board. This is too much to describe here but most is described in the brief for the July 28, 2016 appeal hearing in this case.
3. At best, there was a haphazard following of noticing procedures over the multiple dates of the petition hearings. The hearing officer had to be reminded and corrected creating delays and forcing some of the parties to attend unnecessary meetings which had to be cancelled due to improper noticing.
4. Either none, or selective inclusion of appellant materials in the agenda packet for viewing by the Appeals Board at the following proposed hearings. I'll provide the following history:

Feb 25, 2016. My 24 pages were not included. I requested and was "granted" a continuation.

May 12, 2016. Continuance from Feb 25 in T14-0238. In addition, the appeal of T15-0428 Geiser v. Chandler Properties was also scheduled to be heard. Only 2 of 24 pages for T14-0238 were included. I had submitted instructions as to exactly what I wanted submitted. A request for a continuation denied but at the last minute the Deputy City Attorney Jessica Leavitt had to intervene and admonish the program manager and force her to grant my request for a rescheduling. At the Board meeting an excuse was stated to the Board and the appeal hearing was rescheduled to a future date. The Board actually allowed a member of the public – someone who had NOT signed-up – to speak on the matter during – not before – the aborted appeal hearing item.

July 28, 2016. Materials are provided though the "brief" is out of order and a prior "brief" is also included so as to confuse the Board. Once again, I had submitted instructions as to exactly what I wanted submitted.

5. Selective changing of language so as to invalidate the Board's decision in the appeal hearing – not just once, but twice! An attempt was made by me at the following Appeals Board meetings:

Sept 22, 2016. Changes need to be made to the meeting minutes and BOTH draft remands in T14-0238 & T15-0428 Geiser v. Chandler Properties. I provided transcripts on the July 28, 2016 meeting and a longer description to all the Board members. Program Manager Taylor states that if any changes are made, the draft will return to the Board for approval of the changes.

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Oct 13, 2016. Not all of the required changes are made to the July 28, 2016 meeting minutes AND to the DRAFT remand decision for T14-0238 so the Board motions for the changes in both to occur. On Oct 13 I once again provide the July 28 transcript to the Chair for verification. Per his request, the Chair shared this document with Mr. Fernandez so he could verify.

Dec 9, 2016. The Board is being presented with the changes to the meeting minutes but NOT the DRAFT remand decision for T14-0238. PM Taylor had previously stated that if any changes are made, the draft will return to the Board for approval of the changes. Oddly, 3 versions of the Meeting Minutes for the July 28, 2016 meeting are in this packet:

- "7-28-16 Unaltered Motions" [pg 10] which have partly though NOT completely been corrected;
- "7-28-16 Minutes with Altered Motions" [pg 14] approaches something near to correct;
- a third version of the 7-28-16 Minutes is provided [pg 142]. It appears to be the same as the first.

After my comments, the Board motions to specify and accept the "7-28-16 Minutes with Altered Motions" and not either of the other two. The Board does NOT demand the previously corrected Draft Remand appear at the next regular meeting for Board approval of changes.

There would be NO return to the Board to verify and approve the final language of the Draft Remand before returning it to the staff.

6. As of my original appeal of the Hearing Decision Upon Remand on March 27, 2017, there was no creation of, or serving of, the "Appeal Decision" - this prevents an appellant from actually knowing what the final decision of the Board actually is. This is what the Chair announces at the conclusion of each appeal case as to what the parties can expect to receive. I was waiting and yet there was no mailing of this "Appeal Decision". My goal was to take it to the Board if it did not match their approved demand that was never returned for final approval. In a case file viewing of March 15, 2017, I verified there was no "Appeal Decision" drafted.
7. With the RAP staff preparation for the approaching appeal hearing, they read my March 27 brief and a few days later on July 6, 2017 served me via the USPS with an "Appeal Decision". The proposed appeal hearing was cancelled and rescheduled. Four days later on July 10, 2017 an "Amended Hearing Decision on Remand" was served via the USPS. This is what I am now appealing. The prior March 27, 2017 appeal and attachments are NOT to be included in the agenda packet for distribution to the Appeals Board. Aside from other issues, page references have needed to be updated with the issuance of the "Amended Hearing Decision on Remand." The 15 pages included with this appeal are to be substituted for the prior March 27, 2017 attachments.

I am appealing the Amended Hearing Decision on Remand in T14-0238 on the basis that (1) math/clerical errors, (2.a.) the decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations or prior decisions of the Board, (2.b.) the decision is inconsistent with decisions issued by other hearing officers, and (2.e.) the decision is not supported by substantial evidence. Those numbers reference the appeal form and I will reference these numbers in the narrative below. Regarding the Amended Hearing Decision on Remand served via USPS on July 10, 2017, I'll address the issues as the items occur within the document.

Page 1: "Summary of Appeal Decision" (2.a.)

The hearing officer states 4 items that "the Board voted to remand the Hearing Decision with the following direction." As noted previously, there was NO "Appeal Decision" drafted prior to the issuing of the "Hearing Decision on Remand". This is not a casual "well, sometimes we send an Appeal Decision and sometimes we don't" kind of situation. This program has procedures and written rules to follow and the parties should expect to have them adhered to. The RAP did finally do this as I have stated in the timeline provided above.

Starting on Page 2: "Summary of Hearing Decision on Remand" (2.a., 2.b.)

Page 2: 1. Timeliness of Owner Response to Request for Summary of Justification for Rent Increase

The Hearing Officer repeats what she had provided in the petition Hearing Decision. She states: "The Hearing Officer found that the representative testified credibly regarding the June 25, 2014, letter which referenced an earlier response by the owner on June 13, 2014."

Regarding "credibility", I questioned Elizabeth Button's ability to represent and provided the following for the appeal hearing:

Representation. Morning of December 4, 2014. As far as the renters are concerned, the owner-manager did not appear. Per state law, the owner-manager has to detail the method for the renter to mail rent and contact the owner-manager for maintenance issues. Chandler Properties provided a property manager who was the contact. Obviously, there is also an owner. I provided both of those names on the petition. Only the property manager was placed on the "landlord" response form. None of the aforementioned appeared. An Elizabeth Button appeared claiming to represent Chandler Properties. I quoted from the following at the beginning of the 1st day of the hearing on December 4, 2014 (*emphasis is mine*):

O.M.C. Ordinance 8.22.100.B.2. Any party to a hearing may be assisted by a representative who may be an attorney or any other person. A party *must* designate his or her representative *in writing*.

O.M.C. Regulation 8.22.090.E. Designation of Representative

... Representatives *must* be designated *in writing* by the party. ... Parties are encouraged to designate their representatives at the time of filing their petition or response whenever possible.

I referenced the petition & response forms at the hearing. The hearing officer could not provide any ordinance or regulation section in which to allow that particular member of the public to sit at the table. Button admitted in questioning that she had only ever visited the building a couple of times and that she had never even seen any of the changes in the basement. The owner choose someone to represent them who didn't know anything about these so-called capital improvements requests so as to not be able say one way or another as to the validity of the items entered into exhibits by the hearing officer.

I'll provide the following transcription from Day 1 of the T14-0238 Petition Hearing – December 4, 2015 @1:16:40 of the recording:

Jeff Wurms [renter]: Ms. Button, what's your position with Chandler [Properties], anyway?

Elizabeth Button: I'm the property manager there.

J Wurms: And you manage this property? Jackson Street?

E Button: I am one of the managers on this account because of the special attention due to this we brought me on to assist.

J Wurms: And when was that?

E Button: Like six months ago.

J Wurms: So it was after all this work was done, that they brought you on?

E Button: Yeah.

J Wurms: Ok. So, uh, with that you mentioned that you had bids for the mailbox, the phone and the carpet?

E Button: Uh-huh.

J Wurms: Do you know who you contacted?

E Button: I don't have that information for you right now.

J Wurms: Thank you.

Ms. Button didn't even know what Chandler Properties had submitted in the file. Note that all claimed work was completed over 13 months and ended on Dec 18, 2013. All correspondence submitted for inclusion with the petition occurred before she was supposedly brought onto this "account" as she states started in mid 2014. In fact, her first correspondence with me was in November of 2014. Chandler Properties when they wanted to create confusion on certain items would often have someone else respond. It wasn't until February 11, 2015 in a letter served via the USPS – months after her appearance – that it was announced that Elizabeth Buttton was to be the new property manager assigned to this building.

Ms. Button only attended the first day of the petition hearing. The Hearing Officer Kong-Brown had to take the lead in entering the owner's "evidence". All of the renters were appalled at the procedure. Kong-Brown had to devote a lot of time in trying to match items possibly being invoices with checks that did not match the dollar amounts. This was part of my July

000014

28, 2016 appeal. The Board has continually upheld that checks must match invoices. I even provided the spreadsheet in which I delineated this lack of matching to the hearing officer. See Exhibit 82 attached at the end.

Day 1 of T14-0238 Petition Hearing – December 4, 2015 @2:51:00 of the recording there is long presentation regarding the summary of justification and proof of falsification, lack of response, lack of evidence, and the importance. All of my statements were included in Exhibit 76B, & 76C and also included for the appeal hearing. Elizabeth Button stated she had NO knowledge of Chandler Properties' correspondence regarding the summary of justification letter.

The RAP is set up such that a renter must prove a decrease in services. In all other matters, it is required that the renter must actually *contest* the issue at hand. If the renter does, then the owner must provide proof of what is contested. Most renters do not read through all of the packets and do not know this. Therefore it rarely happens. This leads to apathy by the hearing officers. They go on autopilot and reflexively side with the owner. It's just easier that way for the hearing officer.

I provided the following in the brief for the appeal hearing:

Summary of Justification. Last item covered in the afternoon of December 4, 2014. The owner did not provide me a summary of justification for the requested increase despite my written request and more importantly did not meet the time frame for responding. I referenced 4 sections of the ordinance (O.M.C. 8.22.070.C.4, 8.22.070.H.1.c.ii, 8.22.070.H.3 and 8.22.090.A.1.i.) [#76B, pg 21, #76C, pg 22] to reiterate how important the Rent Adjustment Program has determined the Summary of Justification to be. The owner falsified evidence and did NOT provide evidence for inclusion as an exhibit a returned envelope with the Post Office's yellow announcement affixed.

Since members of the Board have admitted they rarely reference the Ordinance & Regulations, I'll provide the following:
O.M.C. 8.22.070.C. Rent Increases in Excess of the CPI Rent Adjustment.

4. An owner must provide a summary of the justification for a rent increase upon written request of the tenant.

O.M.C. 8.22.070.H. Notice Required to Increase Rent or Change Other Terms of Tenancy.

1.c.ii. ii. The owner must respond to the request with a written summary within 15 days after service of the request by the tenant.

3. If the owner fails to timely give the tenant a written summary of the basis for a rent increase in excess of the CPI Rent Adjustment, as required by Subsection 8.22.070H.1.c., the amount of the rent increase in excess of the CPI Rent Adjustment is invalid.

O.M.C. 8.22.090.A. Tenant Petitions.

1.a.i. The owner failed to timely give the tenant a written summary of the basis for a rent increase in excess of the CPI rent adjustment as required by Subsection 8.22.070H.1.c.

Allowing for the 5 days if mailed (per CA Code of Civil Procedure §1013 & O.M.C. Ord 8.22.160) the owner would have had 20 days to respond. The owner may not have known of the 5 days and probably did not want to risk that. Chandler falsified and backdated a reference to a non-existent mailing so as to appear as 14 days after my servicing of the summary of justification letter – 1 day short of what they perceived as the 15 day limit. That is not a coincidence. To remind the Board, I mailed my summary of justification letter on the morning of May 31, 2014. I had the testimony of fellow petitioner Susan Hill stating that we had talked about my mailing as I returned from that task and other errands. I was standing there on the landing to our floor with a grocery bag slung over each shoulder. Hill was particularly concerned because she also wanted to address some issues with Chandler. I warned her of the time limit for her to mail her letter.

Chandler Property's actual USPS serviced mailing was on June 26, 2014 – 26 days after my mailing and 6 days beyond the 20 day limit for responding. Notice that the hearing officer is not aware of State law. She thinks that the date someone places on a letter is the "mailed" date. Someone can place any date – back-date – a letter. The only date recognized is the USPS date stamped over and cancelling the postage. I provided that USPS service proof and it was entered as Exhibit 62. [see attached]

All of this was addressed in the petition hearing and the appeal hearing. I'll provide the relevant transcripts from the July 28, 2016 Housing, Residential Rent and Relocation Board appeal hearing. J.Karchmer begins by asking questions of staff regarding party representation at petition hearings. Then she has question for the owner's representative. J. Warner states she will start the timer. [Note: recording time 1:00:44, actual time 8:07pm] What follows is the actual transcript of the recording.:

000015

"QUESTIONS" Period

Joanne Karchmer: In terms of the response letter, that was mailed. That was asserted to be mailed on June 11 and then returned. That would have been a timely notification but it says it was returned to your possession. The tenant requested a written **summary** or a written **justification** for the increase.

Samantha Chandler-Duvall: When we issued the capital improvement pass through, we attached along with the increase letter, we attached this spreadsheet according to the way that the Rent Board laid it out and gave a **summary** and a breakdown of each item and what we were passing through. Actually attached to the original rent increase letter that we sent out.

J. Karchmer: But, um, so, the tenant is asserting that he didn't receive the first notice within the time period that was required. [addressing owner] and, that it was returned? Was it returned due to bad ... not enough postage? Like, why was it returned?

S. Chandler-Duvall: It was not returned. We never received a return. Are you saying the original increase?

J. Karchmer: He was saying there was a second letter issued referencing an earlier letter of June 11 was returned. A second letter was dated June 25.

S. Chandler-Duvall: A second letter from Chandler?

J. Karchmer: Justifying that you ...

S. Chandler-Duvall: Justifying ... And, so, then are you saying that the second letter would not have been ...

J. Karchmer: ... within the time period.

S. Chandler-Duvall: What I have in our notes and what we have provided to the Rent Board was were all of the letters that we provided Mr. Geiser. **I was not aware that any of them were returned.**

Samantha Chandler-Duvall is the owner's daughter and attend the second through the remaining days of the petition hearing. Although eventually another person was assigned as a manager in early 2013, aside from a few innocuous issues or in cases in which they wanted to "pass the buck", Chandler was the person who responded to all of my correspondence regarding the building throughout their title to the building. Note that Chandler replied 3 times that there was **NO** return of an earlier letter – admitting they had fabricated false evidence in their letter USPS postmarked June 26th. Not counting the day the request was mailed, Chandler waited 26 days to mail a response. A few minutes later ...

J. Karchmer: Um. I guess this is for staff or maybe a [inaudible]. Um. So, in terms of the hearing officer making a decision um on whether that was ... whether that notice was timely within the time period based the return of the letter. Is there a particular ... **who bears the burden** of showing one way or the other? Or ...

C. Taylor: It's um ... the notice ... the landlord ...

J. Leavitt: Yeah. The landlord response to the ... So, it would be the landlord but the um ... yes ... **the landlord would have the burden.** But the hearing officer did make that finding.

C. Taylor: She did address it. Yeah. So if you remand it basically you gotta say like what it is ... because she discusses it there. You know. And why she came to that conclusion. So ...

J. Karchmer: Well, she doesn't really say why she came to the conclusion and it was timely if there was no evidence by either party presented as to what the reason it was returned.

J. Warner: So. Um. Do we have any further questions? Further discussion?

U. Fernandez: Madam Chair.

J. Warner: I'm sorry. Mr. Fernandez.

U. Fernandez: Going back to those things the hearing examiner decision. It does appear that many of the mistakes seem to be kind of like [inaudible] of numbers, things like that. At a very minimum we should have them correct those and I see Mr. Geiser refers to often, you know, various check numbers and exhibit numbers. It seems to me that at the very least we should have the hearing examiner refer to check numbers and exhibit numbers for uh these invoices and these numbers that are ... uh ... that are forming the basis of the rent increase. Um. So, I would start with at least that.

J. Warner: Do we think we are ready to make a motion on these other items or are there further discussion? Ms. Karchmer.

J. Karchmer: So, um, I would move to remand both based on um if **the landlord bears the burden of showing proof of that timely response** um I would remand on that issue as well as the discrepancy in calculations and having those um reviewed by the hearing officer.

The Board was aware of the situation and what the Hearing Officer had stated in the petition Hearing Decision. The Board specifically requested the owner's proof. It should be an exhibit of the envelope with the post office's dated yellow non-deliverable return slip. There is NO proof. As I stated in the petition hearing (and provided as an exhibit to the Board for the appeals hearing):

If there are any people on this planet who know where I live and know the correct address to place on an envelope, it is the people at Chandler Properties. Chandler Properties chose a mailbox that does NOT have a location for a name to be placed. I taped a flip-down piece of paper with my name on it attached to the interior of the mailbox associated with my unit (#16). I receive mail from other renters in this building who place #16 on their address even though their name is also on the envelope. I receive mail from one organization in which I did not give a unit number. That mailing arrives every month without fail in my specific mailbox. There is only ONE building with an address on the 1900 block of Jackson Street. I have not attempted this but I would wager that if one put any random even number between 1900-1998 it would arrive at 1906 Jackson Street if it matched the name of someone in the building who had a name on the interior of their mailbox. I have received mailings from Chandler Properties with both hand-written and computer printed labels with my address on the envelope.. Chandler Properties had until December 1 to submit a copy of the return envelope with the Post Office yellow "Not able to Deliver" strip with the appropriate information on it.

I have NO doubt that the entire request for Capital Improvements is required to be declined. I've previously stated four (4) references to the RAP Ordinance that specifically states the necessity to provide clarification to a request within a set period of time.

The Capital Improvements request is invalid and must be denied by the Board.

Page 3: 2. Review the exhibits and checks listed for dollar amounts on page 6 of the Hearing Decision (1., 2.a., 2.b, 2.e.)

Listed adjacent to CAPITAL IMPROVEMENTS is the "Effective Date of Increase" listed as 1-Aug-14. It is actually November 1, 2014 per the revised table provided in the aforementioned June 26, 2014 mailing from Chandler Properties. This was addressed in the petition hearing and in my Corrections letter. The Hearing Officer just assumed all of the petitioners had the same effective date. They do not. If one considers the appeal hearing and the prior "Hearing Decision on Remand", this will now be the 5th time this incorrect date has been noticed and called out.

Putting aside the mess regarding the "Appeal Decision" actually being drafted and mailed, the Board did want the issues in my correction letter addressed. All of those corrections that needed to occur were tied to specific comments listed in the actual correction letter. While most of the listings have been corrected, it does NOT address that actual issues at hand and that were addressed in the petition hearing and the appeal hearing. I specifically provided references to prior cases decided by prior Board decision and Hearing Officer decisions. None of those have been addressed.

On page 5 in the table under "Painting", the Hearing Officer has actually made up a "description" for the \$14,580 item and the \$1000 item. In fact, these were not delineated. The owner and the renters had no description as to maintenance provided.

Page 9: 4. Determine whether a priority 1 or 2 condition existed regarding the electrical problems (2.a. & 2.e.)

The Hearing Officer has given the "short version" as listed on page 24 of the regulations [revised on 11/18/2011] she provides the following from the Regulations Appendix A:

2.7 Priority 1 Condition: The City of Oakland Housing Code Enforcement Inspectors determine housing conditions(s)/repair(s) as a "Priority 1" condition when housing condition (s)/repair(s) are identified as a major hazardous or inhabitable condition(s). A "Priority 1" condition must be abated immediately by correction, removal or disconnection. A Notice to Abate will always be issued.

The Hearing Officer correctly states that "No Notice to Abate was issued ..." No renter ever stated there was a Notice to Abate. However, Elizabeth Button in an effort to support her case that all of the panels needed to be replaced, went out of her way to describe how the equipment was old and no one could touch anything without sparks flying off. She also stated that this was in a locked room so the renters could never have known of this situation and would never have been able to call an inspector to produce a report. The renters could and did verify that the room was locked. Note that Elizabeth Button was only present for the first day of the petition hearing.

The Hearing Office then provides the following from the Regulations Appendix A:

2.8 Priority 2 Condition: The City of Oakland Housing Code Enforcement Inspectors determine housing condition(s)/repair(s) as a Priority condition when housing condition (s)/repair(s) are identified as major hazardous or inhabitable condition(s) that may be deferred by an agreement with the Housing Code enforcement Section.

The Hearing Officer correctly states that "The tenants did not provide any evidence that a City of Oakland Code Enforcement Inspector determined that there was a priority 1 or 2 condition ..." The hearing officer does NOT mention what the renters specifically stated in the petition hearing and which is listed on pages 27-29 of the regulations. It's a complex system of proof. I'll copy/paste the text and emphasize certain words by bolding. My comments are located within [brackets]:

10.2 Capital Improvement Costs:

10.2.2 Eligible capital improvements include, but are not limited to, the following items:

- 3. Except as set forth in this subsection, repairs completed in order to comply with the Oakland Housing Code may be considered capital improvements. Repairs for code violations may **not** be considered capital improvements if the Tenant proves the following:
 - a. That a repair was performed to correct a Priority 1 or 2 Condition that was not created by the Tenant, which may be demonstrated by any of the following:
 - i. the condition was cited by a City Building Services Inspector as a Priority 1 or 2 Condition;
 - ii. the Tenant produces factual evidence to show that had the property or unit been inspected by a City Buildings Services Inspector, the Inspector would have determined the condition to be a Priority 1 or 2 Condition, but the Hearing Officer may determine that in order to decide if a condition is a Priority 1 or 2 Condition expert testimony is required, in which case the Hearing Officer may require such testimony. **[The door was locked. The renters couldn't know. However, the owner stated under oath that the room was locked and (supposedly) the electrical equipment condition was very bad.]**
 - b. That the tenant
 - i. informed the Owner of the condition in writing;
 - ii. **otherwise proves that the landlord knew of the conditions,** or
 - iii. **proves that there were exceptional circumstances that prohibited the tenant from submitting needed repairs in writing; and [The door was locked. The renters couldn't know. But the owner stated under oath that the room was locked and (supposedly) the electrical equipment condition was very bad.]**
 - c. That the Owner failed to repair the condition within a reasonable time after the Tenant informed Owner of the condition or the Owner otherwise knew of the condition. A reasonable time is determined as follows:
 - i. If the condition was cited by a City Building Services Inspector and the Inspector required the repairs to be performed within a particular time frame, or any extension thereof, the time frame set out by the Inspector is deemed a reasonable time; or
 - ii. Ninety (90) days after the Owner received notice of the condition or otherwise learned of the condition is presumed a reasonable time unless either of the following apply:
 - (1) the violation remained unabated for ninety (90) days after the date of notice to the Owner and the Owner demonstrates timely, good faith efforts to correct the violation within the ninety the (90) days but such efforts were unsuccessful due to the nature of the work or circumstances beyond the Owner's control, or the delay was attributable to other good cause; or
 - (2) the Tenant demonstrated that the violation was an immediate threat to the health and safety of occupants of the property, fifteen (15) business days is presumed a reasonable time unless:
 - (a) the Tenant proves a shorter time is reasonable based on the hazardous nature of the condition, and the ease of correction, or

- (b) the Owner demonstrates timely, good faith efforts to correct the violation within the fifteen (15) business days after notice but such efforts were unsuccessful due to the nature of the work or circumstances beyond the Owner's control, or the delay was attributable to other good cause.
- iii. If an Owner is required to get a building or other City permit to perform the work, or is required to get approval from a government agency before commencing work on the premises, the Owner's attempt to get the required permit or approval within the timelines set out in (I) and (II) above shall be deemed evidence of good faith and the Owner shall not be penalized for delays attributable to the action of the approving government agency.
[The door was locked. The renters couldn't know.]

While the renters did not specifically address Regulation Appendix A Section 10.2 by name in the earlier portion of the hearing, they did specifically address the substance. On the last day, renter Wurms provided a long verbal statement summing up the petition hearing. He specifically does address this section of the Regulations and the party's testimony proving the renter's point.

It's malicious of the hearing officer to not state the regulation section and the renter's & owner's testimony meeting those requirements. The Hearing Officer did not have a list of the 27 items requested to be passed through when inspecting the property. The parties are not supposed to speak during the inspection but it was obvious she was not going to visit the basement. I had to remind her that she might want to. She had no idea why she should and did not inspect the issues around the electrical equipment. She did NOT view the locked room or attempt to comprehend any of the multiple electrical changes and their timeline.

Once again, the Hearing Officer has not addressed the demands of the Board.

Starting on Page 9: "FINDINGS OF FACT AND CONCLUSIONS OF LAW"

Page 9: 1. Summary of Justification for Rent Increase (2.a., 2.b.)

I've exhaustively addressed this earlier in this document. Once again, the Hearing Officer is not addressing the request of the Board or what was specifically stated by the Assistant City Attorney. The issue of the Hearing Officer's statement in the petition Hearing Decision was specifically addressed by the Board and found lacking. The Hearing Decision was specifically remanded for proof of the owner's correspondence. It has NOT and cannot be provided therefore the issue is to be decided in my favor. The Ordinance specifically states in:

O.M.C. 8.22.070.C.3. If the owner fails to timely give the tenant a written summary of the basis for a rent increase in excess of the CPI Rent Adjustment, as required by Subsection 8.22.070H.1.c., **the amount of the rent increase in excess of the CPI Rent Adjustment is invalid.**

The Capital Improvements request is invalid and must be denied by the Board.

Page 10: 2. Review of Capital Improvement Exhibits and Checks (1., 2.a., 2.c.)

While the following issue is moot – proof of response to the summary of justification is not met and the pass through request should be dismissed – for the purposes of being thorough, I'll address the following.

Listed under "Painting", the Hearing Officer is including a charge of \$5000 for color consultation. She states it "was approved in a prior hearing decision in T13-0218 and was not charged to any of the petitioners in that case. This amount is allowed." If it was approved why was it not passed through to any of the petitioners in that case? In fact, I was not given notice of the RAP and my capital improvement issue in T13-0218 was dismissed. I knew that in petitioning. I did not have to contest any requested capital improvement pass throughs nor was I burdened with any. If I had to contest requested capital improvement pass-throughs I would have. The Hearing Officer in this case can NOT approve capital improvements from a prior hearing. Especially when the renter was not able to contest them.

In addition, I provided a spreadsheet listing all of the 27 items requested for capital improvements. I included all of the dates. At least two at either end are invalid because only 1 year of improvements can be passed through with a given request. The Hearing Officer specifically accepted and addressed the 12-18-2013 request. I stated that the 12-12-2012 \$5123 request for "color consultation" had already been passed through to the renters and that it was outside the 1 year time limitations. With that, the renters did not need to address it further. [see attached spreadsheet exhibit]

Page 12: "CONCLUSION" Addressing the COMMON AREA CAPITAL IMPROVEMENTS table

The proof of response to the summary of justification has not been met. The capital improvements request is invalid and must be denied by the Board. This table is not needed.

Page 13: "ORDER" (1., 2a., 2.b.)

The proof of response to the summary of justification has not been met. The capital improvements request is invalid and must be denied by the Board. That said, if the Board denies that, then the following needs to be addressed.

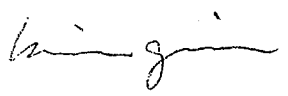
While I don't agree with the dollar amount – it should be zero – in Item 4, the Hearing Officer has appropriately stated a 60 month time period for pass-through. In Item 5, the Hearing Officer states an amount of underpayment. While I don't agree with it, let's pretend a certain amount is due. In the table, while there was NO request by the owner or the renter at the appeal hearing, the Hearing Officer has proceeded to change a rent payment schedule. This is not allowed and is unprecedented. It should reflect the beginning of the 60 month time period (November 1, 2014) even though this may provide for a large sum that might be due. Renters are aware of this possibility. When renters appeal against requested capital improvement pass-throughs, they comprehend that they may have to save those extra amounts for a future payment of back-payments if the decision is not in their favor. It was only with the recent regulation changes in early 2017 that the Hearing Officer was given leeway to do what she has done BUT only if it is requested by the Board and therefore assumed to be requested by the renter at the appeal hearing.

I'll attach the newly adopted **8.22.120.G**. Appeal Decisions

2.d. In its decision, the Board is authorized to designate a schedule for refunds or repayments consistent with Reg. 8.22.110 F.4 in cases where its decision results in under- or over-payments by a party; alternatively, the Board may remand to the Hearing Officer for purposes of devising a refund or repayment plan.

The Board did NOT request this change.

In summation, the proof of response to the summary of justification has not been met. The capital improvements request is invalid and must be denied by the Board. If this is not the decision of the Board, then other issues delineated above need to be addressed.



brian geiser
1906 Jackson St. #16
Oakland, CA 94612
telephone: none

cc: to file
appeal form to current owner (Black Oak Properties) for awareness of requested rent increase to remain on hold

- attachments:
- December 01, 2014 T14-0238 petition hearing brief – Exhibit 76 B, and 76 C
 - December 01, 2014 thorough listing of all 27 requests for capital improvement pass-through – Exhibit 82
 - June 26, 2014 Chandler Properties' response to my summary of justification request & USPS cancellation date – Exhibit 62



CHANDLER PROPERTIES

June 25, 2014

Brian Geiser
1906 Jackson Street, #16
Oakland, CA 94612

Dear Mr. Geiser,

We have revised your increase letter to reflect the Rent Board hearing decisions. After reviewing the decision again, we see that it does offer to have us request a "415" number from you. Please provide us with a phone number with an area code of your choice so that we may program this for you.

Regarding your second request, our Accounting Department followed the instructions on the Rent Board website to calculate this year's increase. Please give them a call directly if you have any further questions.

Thank you,

Jennifer Chow
Chandler Properties Accounting Manager

*1st Letter mailed on June 13th and was returned. 2nd letter mailed June 25th.

Property Management

2799 California Street San Francisco, California 94115 Tel 415.921.5733 Fax 415.921.0841

www.chandlerproperties.com

000021



Since 1979

CHANDLER PROPERTIES

2799 CALIFORNIA STREET
SAN FRANCISCO, CA 94115

BKB #62

SAN FRANCISCO

CA 941

25 JUN '14

PN3 L



PITNEY BOWES

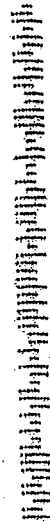
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JUN 25 2014

MAILED FROM ZIP CODE 94115



94612485216

000022

"Fire & Safety"

All of items listed on the Invoice are "Service calls" "referred by - account" and are maintenance not Capital Improvements. See notes on the spreadsheet provided. [Spreadsheet Provided]

AA 82

"Windows"

All of these Invoices (there were NO bids or contracts provided) are a mixed bag of Housing Service Cost via repair & replacement maintenance and almost all are unique to individual units so in NO way can be passed thru as Improvements benefitting all units. AFR actually tried to include tools!?! This is VOID. The DH (double hung) in my unit cannot be included because of the decrease in housing services in **Case No T13-0218 Geiser v. Chandler Properties**. Does NOT include the two screened, sealed and weathertight existing windows that were replaced by Chandler with windows that have air gaps, leaked water which damaged the wall, and do not include screens. See information provided on timeline and images. [**Timeline & Images Provided**]

- stopped mid thru on Jan 6, 12

Other Items: refer to the spreadsheet provided. [Spreadsheet Provided]

X (b) The owner did not give me a summary of the justification(s) for the increase despite my written request;

In a letter SERVED with a Post Office date-stamp of 08 MAY '14 (back-dated May 01, 2014), Chandler Properties requested a Capital Improvement beginning on 1-Aug-14 for seven (7) declared items that they wish to believe are "Improvements and repairs benefitting all units" [emphasis is mine]. [**Form Provided**] This city-provided form is a computer spreadsheet and can be expanded to any length. They choose to list only seven items. Also, notice there is a section below for the "Improvements and repairs benefitting particular units" [emphasis is mine]. Chandler Properties specifically chose NOT to enter any information in that spreadsheet.

BB 6/9/17

I am providing a spreadsheet that includes all items that Chandler Properties included in their dollar amounts and those they did NOT list in the request form. [**Spreadsheet Provided**] Note the gross discrepancy between the two. I have also added columns to include the information required by the RAP Ordinance/Regulations and provided a color to those so as to be obvious which columns were added to the city-provided form. I will try to provide an extra copy so the Hearing Office can use this as a guide for marking notes upon.

AA 82

It's not as though Chandler Properties does not have the ability to provide such minimal information. In fact they could have copy/pasted it from their accounting system. Notice the "Resident Ledger For the period 09/01/2011 to 07/31/2014" that Chandler Properties has provided with their "Landlord" Response. Those three (3) pages represent just my unit. Logged in their system, they have access to ALL dollars going IN and OUT for each property. They specifically chose NOT to list items so as to lie to the renters. If the other renters had known what Chandler Properties really wanted to request as Capital Improvements those other renters might have been more concerned. Especially when the numbers don't even add up to the requested pass-through of \$12,667 per unit.

Upon receiving this request, I knew that they were hiding information so on the evening of May 30 I drafted a letter to request a correct itemization per O.M.C. Ord 8.22.070.C.4, Ord 8.22.070.H.1.c.ii, Ord 8.22.070.H.3 and Ord 8.22.090.A.1.b. I attached a check for the June rent wrapped within the letter so I knew Chandler Properties would see the request. These two items were SERVED (the envelope was mailed) on Saturday morning May 31, 2014 at Grand Lake Post Office (490 Lake Park Avenue, Oakland). That station's last collection is 3pm. Copy of the letter is provided as evidence. [**Letter Provided**]

CC 61

Allowing for the 5 days in mailing (per CA Code of Civil Procedure §1013 & O.M.C. Ord 8.22.160) + 15 days for the owner-investor to respond by SERVING me (per O.M.C. Ord 8.22.070.C.4, Ord 8.22.070.H.1.c.ii, Ord 8.22.070.H.3 and Ord 8.22.090.A.1.b), Chandler Properties would have had to SERVE me by Friday June 20, 2014. They waited until Thursday the 26th of June to SERVE (via mail) a response letter. The owner-investor was definitely aware of the 5 + 15 day period for response and choose to avoid it. They had four previous instances to be made aware of the timeliness of the response:

- 1) the hearing decision in **Case T13-0238 Hill v. Chandler Properties** in which was stated the rule "recognizes tenants' reasonable expectation [that] rent cannot be increased without proper ... notice" - this was a time-

related issue;

2) the owner-investor has the ability to have a physical copy of the General Information Packet, access to the Ordinance/Regulation via the internet and the option to telephone the RAP staff;

From the letter sent to an owner-investor in response to a renter petitioning the following is stated: "The following are summaries ONLY. For complete information, please see the Oakland Rent Adjustment Ordinance and the Rent Adjustment Regulations. **You may call the Rent Program Office to have your questions answered or to obtain a written copy of the Ordinance and Regulations.**" [capitalization and bold print is original to the RAP letter and a web address is given for the Ord & Reg]

3) by their own admission (see their evidence submitted with their "Landlord" Response) the owner-investor has used a portion of the renter's money to access the services of the East Bay Rental Housing Association – one of the organizations that helped to write the ordinance & regulations and offers advice to owner-investors; and, 4) by their own admission, Chandler Properties owns & manages approximately 4500 rental units in San Francisco. San Francisco has something approaching a real Rent Control program and also has some parallel processes to Oakland's Rent Adjustment Program that involve meeting certain deadlines.

Chandler Properties is not naive about this. At some point they decided they should probably respond to my request for a correct itemization. I have no doubt they contacted the RAP staff (and/or the EBRHA) and realized they REALLY needed to respond to my request by even suggesting in their last sentence that I follow-up *their* call directly to the RAP staff. They were so concerned to cover their tracks that Chandler Properties FALSIFIED EVIDENCE by providing as evidence a letter that was never mailed to me. I will provide a copy as evidence of the letter that they did SERVE with a Post Office date-stamp on 26 JUN '14 (dated June 25, 2014). I will bring the original so the Hearing Officer can view it. [Letter & Envelope Provided]

DD 62

This behavior needs to be taken into account regarding ALL of the testimony they provide throughout the hearing. Last year they perjured themselves for issues regarding a much smaller amount of money. I was not surprised to see worse law-breaking considering the larger amount of money requested this go-around

If there are any people on this planet who know where I live and know the correct address to place on an envelope, it is the people at Chandler Properties. Chandler Properties chose a mailbox that does NOT have a location for a name to be placed. I taped a flip-down piece of paper with my name on it attached to the interior of the mailbox associated with my unit (#16). I receive mail from other renters in this building who place #16 on their address even though their name is also on the envelope. I receive mail from one organization in which I did not give a unit number. That mailing arrives every month without fail in my specific mailbox. There is only ONE building with an address on the 1900 block of Jackson Street. I have not attempted this but I would wager that if one put any random even number between 1900-1998 it would arrive at 1906 Jackson Street if it matched the name of someone in the building who had a name on the interior of their mailbox. I have received mailings from Chandler Properties with both hand-written and computer printed labels with my address on the envelope.. Chandler Properties had until December 1 to submit a copy of the return envelope with the Post Office yellow "Not able to Deliver" strip with the appropriate information on it.

I have NO doubt that the entire request for Capital Improvements is required to be declined. I've previously stated four (4) references to the RAP Ordinance that specifically states the necessity to provide clarification to a request within a set period of time.

[

.]

000024

GENERAL NOTES:

- 05.31.2011 building inspection by current owner-investor w/ private inspector and realtor in advance of purchase
- 07.06.2011 current owner-investor & bank appraiser once again inspected the units consecutively in advance of purchase
- 08.11.2013 RAP Hearing 12:35 pm Samantha DuVal owner's rep states "there was a lot of deferred maintenance" when referring to the condition of the bldg that is purchased "as is"
- 05.31.2014 request SERVED for an itemization of all items

NOTES Specific to each item:

NOT included with request for itemization, this is a SERVICE and NOT a tangible material Capital Improvement

This is NOT required. Renters NOT given right to refuse "Smart Meter". Microwaves are incredibly dangerous to life. Upgrades were for Unit 2 & 7 renovations and will benefit future tenants NOT the current.

NOT included on Notice of Change of Terms of Tenancy O.M.C. Reg 8.22 Appendix A 10.1 Increased Housing Service Costs: "replacement maintenance, ... lighting"

Prev Decrease in Services: No access currently. Does NOT primarily or benefit renter at all. "landlord" is responsible for maintaining "services" which were provided. This represents the downpayment. The O-I has NOT provided proof of the final payment. NOT included with request for itemization, this is a SERVICE probably thru an ongoing maintenance agreement and NOT a tangible material Capital Improvement

neglected prev boxes and did NOT maintain them. 03.21.2013 downpayment - half of both mailboxes & entry system.

Made NO effort to maintain the carpets from Aug 2011 thru June 5, 2012! Units had contacted Chandler multiple times. NO horizontal blinds to prevent fading.

Interior NOT painted since the 1990's and before sale to previous owner-investor. Current O-I did not ask renters about history. Should have deducted from sale price - this is deferred maintenance. Only \$1000 on invoice. Did find ~~other~~ *water* damage.

NOT included with request - duplicates prev PG&E work, handwritten comments by Chandler on email print-out are NOT valid

NOT included with request - no description of work, handwritten comments by Chandler on email print-out are NOT valid

NOT included with request - no description of work, handwritten comments by Chandler on email print-out are NOT valid

NOT included with request - no description of work, handwritten comments by Chandler on email print-out are NOT valid

NOT included with request - no description of work, handwritten comments by Chandler on email print-out are NOT valid

NO mention of what the invoice is for - is it for painting? There is NO corresponding proof of payment.

NO mention of what the invoice is for - is it for painting? There is NO corresponding proof of payment.

NO mention of what the invoice is for - is it for painting? There is NO corresponding proof of payment.

Appendix A 10.2.3.1 C.1. calculations: "only the % of res s.t. will be applied" - show proof of not being allowed to use basement aside from ... remove 1/7 of ext paint

all of the items listed are for specific units and can NOT be changed to all units and are VOID - Chandler chose NOT to use other spreadsheet. Most items are also repair, maintenance or tools

in addition, the 6 new casement windows were not necessary - they actually were less useful (not weatherproof unlike the prev windows). See additional notes for Unit 16 elsewhere.

all of these are "Service calls" referred by - account" and are MAINTENANCE not C.I. *Handwritten: "Handwritten in a Spreadsheet"*

None have a bid/contract and all are related to unnecessary re-laying or lack of common area looking that the O-I should have known of.

"front door lock and electric shifts and found original install was set up wrong" this is their problem NOT renters

work for individual units can NOT be charged to the other units

this is superfluous re-laying - nothing was wrong with the previous - this is replacement maintenance per Housing Services

"securing only the 4 doors that does not lock" - why were they not maintained by the owner-investor? - this is replacement maintenance per Housing Services

undocumented reason for this amount of payment - does not match invoice provided

NO business name is listed on this invoice. Repeat of "irrigation" from prev 10.08.2012 passtru & damage caused by other trades.

deduct maintenance \$475 "irrigation" \$705, side lawn irrigation \$2100, lateral pipe \$120 - this was damage replacement due to Chandler contractors

NOT included with request. This is a SERVICE and NOT a tangible material Capital Improvement, +2 months AFTER painting. Does coincide with Unit #2 & #7 repairs.

see distribution elsewhere on this sheet

as told by AFR, he "does a lot of work with Chandler" - these are service calls and are maintenance - notice NO bids/contracts provided

all of the items listed on 11.04.2013 are for specific units and cannot be charged to all units

repairs "All service work complete" - this is maintenance

end of May 2013 - Unit #2 & #7 are vacant. June 13, 2013 exterior painting started June 13, 2013 June 20 - permit #1
 July 23 - Aug work on #2
 July 20 - permit #2
 Oct 1 - new tenants
 Chandler pays fee after painting is complete.

no scope of work - blocked trade enclosure

align

Improvements and repairs benefiting all units

07/12/2013
08/12/2013

only 1 invoice (11/04/13)
this makes a check
remaining 11/04/13 is NOT
invoiced

A	B	C	D	E	F	G	H	I	J	K	L	M	N
IMPROVEMENT OR REPAIR	DATE COMPLETED (last date paid)	COST ALLOWED	NUMBER OF UNITS BENEFITTED	MONTHLY COST PER UNIT (col C/D/60 months)	total cost per unit (E * 60 mo)	1. materially add value to property	2. appreciable prolong useful life of prop.	3. primarily benefit the renter	10.2.2.3.b.ii that LL crew of conditions	11. is this a Capital Improvement?			
where possible, items listed chronologically color consultation passed thru before!	12.12.2012	7,513.00	*	15 \$	0.00	NA	NA	NA	NA	N			
*PG&E electric service (line & meter installation + trenching, conduit and substructure City Lights - fluorescent coil T3 light bulbs)	12.18.2012	7,170.53	25	15 \$	0.00	Y	Y	N	Y	N			
ENTRY SYSTEM	02.25.2013	7,156.60		15 \$	0.00	NA	NA	NA	NA	N			
MAILBOX	03.21.2013	7,198.06	*	15 \$	0.00	Y	N	N	Y	N			
NEW CARPETS only invoice May 21, 2013	05.10.2013	7,135.00	*	15 \$	0.00	NA	NA	NA	NA	N			
Painter - interior - \$1000 invoice of expense of interior	06.12.2013	7,209.88	00	15 \$	0.00	Y	N	N	Y	N			
*Channing Electric, Inc	07.05.2013	7,140.00	*	15 \$	0.00	NA	NA	NA	Y	N			
- excavation for 05.24.2013 invoice(?) \$8932	07.05.2013	7,8012.00	8932	15 \$	0.00	NA	NA	NA	N	N			
- no description of work for 05.24.2013 invoice(?)	07.05.2013	7,6625.00		15 \$	0.00	NA	NA	NA	N	N			
- no description of work for 06.17.2013 invoice(?)	07.05.2013	7,200.00	*	15 \$	0.00	NA	NA	NA	N	N			
- relocation of 2" drain in electrical room 06.25.2013	07.30.2013	7,910.00	*	15 \$	0.00	Y	N	N	N	N			
- no description of work for 09.05.2013 "statement"	07.30.2013	7,5300.00	*	15 \$	0.00	NA	NA	NA	N	N			
scalloping - R&R Scalloping 06.12.2013 invoice	07.10.2013	7,1525.00	*	15 \$	0.00	NA	NA	NA	N	N			
- "exterior" - 06.23.2013 Pac West invoice 25% complete	07.10.2013	7,15000.00		15 \$	0.00	N	N	N	NA	N			
- "exterior" - 07.04.2013 Pac West invoice 50% complete	07.10.2013	7,12402.75	*	15 \$	0.00	N	N	N	Y	N			
- "exterior" - 07.20.2013 Pac West invoice post completion "PAINTING"?	07.30.2013	7,11402.75	*	15 \$	0.00	N	N	N	Y	N			
#Windows - 07.31.2013 AFR invoice 3040	08.08.2013	7,13825.04		15 \$	0.00	NA	NA	NA	Y	N			
FIRE & SAFETY (Lookdown Security)	09.13.2013	7,2952.75	?	15 \$	0.00	NA	NA	NA	Y	N			
- 06.20.2013 invoice 195031	09.13.2013	7,1823.71	*	15 \$	0.00	NA	NA	NA	N	N			
- 06.20.2013 invoice 185032 for Unit 7 re-key	09.13.2013	7,344.04	*	15 \$	0.00	NA	NA	NA	Y	N			
- 06.20.2013 invoice 195033 for new keys & delivery	09.13.2013	7,524.95	*	15 \$	0.00	NA	NA	NA	Y	N			
- 07.12.2013 invoice 195101	09.13.2013	7,260.05	*	15 \$	0.00	NA	NA	NA	Y	N			
LANDSCAPING (service provider unknown)	10.11.2013	7,615.00	?	15 \$	0.00	NA	NA	NA	Y	N			
- 08.31.2013 invoice - NO name	10.11.2013	7,5640.00		15 \$	0.00	NA	NA	NA	Y	N			
color consultation 7/2/2013 invoice	10.11.2013	7,1712.76		15 \$	0.00	NA	NA	NA	Y	N			
Electrical Upgrade (bundled with * 7)	11.27.2013	7,52831.85	?	15 \$	0.00	NA	NA	NA	Y	N			
WINDOWS (bundled with # 7)	12.18.2013	7,15420.04	?	15 \$	0.00	NA	NA	NA	Y	N			
- #11.04.2013 AFR, Inc. invoice 3122	12.18.2013	7,1245.00		15 \$	0.00	NA	NA	NA	Y	N			
- #12.14.2013 AFR, Inc. invoice 3156	12.18.2013	7,350.00		15 \$	0.00	NA	NA	NA	Y	N			

Reg Appendix A 10.2.C.1. must meet all 3:
1. materially add value to property
2. appreciable prolong useful life of prop.
3. primarily benefit the renter

10.2.2.3.b.ii that LL crew of conditions

11. is this a Capital Improvement?

GRAY dates with quotations are in "general" response packet "To justify a rent increase for capital improvements expenditures on unisured repair expenses you must provide, along with your responses, copies of receipts, invoices, bid contracts or other documentation showing the costs were incurred to improve the property and primarily benefit the tenants, and evidence to show that the incurred costs were paid"

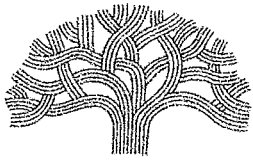
"The landlord must submit the applicable supporting documents to substantiate each claimed justification for the increase in dispute."

* "because the cancelled checks did not correspond to actual costs claimed"

ONC Reg 8.27.090.C, Owner Petition and Response R, i.e. "Organized documentation..."

Appeals Board reiterated in T13-0175 Schmidt v. Dang

Remarks: O-T's non-in-kind - NO Inspector's records.



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

P.O. Box 70243
Oakland, CA 94612-0243
(510) 238-3721

26 MAR 20 4:22 PM
Fundate stamp

APPEAL

Appellant's Name Mimi Johnson-Jacobs		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) 1906 Jackson Street Oakland, CA 94612			
Appellant's Mailing Address (For receipt of notices) 669 Oakland Avenue Oakland, CA 94611		Case Number T14-0238	
		Date of Decision appealed Remanded March 6, 2017	
Name of Representative (if any) Della Gutierrez		Representative's Mailing Address (For notices) 669 Oakland Avenue Oakland, CA 94611	

Please select your ground(s) for appeal from the list below. As part of the appeal, an explanation must be provided responding to each ground for which you are appealing. Each ground for appeal listed below includes directions as to what should be included in the explanation.

- 1) There are math/clerical errors that require the Hearing Decision to be updated. *(Please clearly explain the math/clerical errors.)*
- 2) Appealing the decision for one of the grounds below (required):
 - a) The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations or prior decisions of the Board. *(In your explanation, you must identify the Ordinance section, regulation or prior Board decision(s) and describe how the description is inconsistent.)*
 - b) The decision is inconsistent with decisions issued by other Hearing Officers. *(In your explanation, you must identify the prior inconsistent decision and explain how the decision is inconsistent.)*
 - c) The decision raises a new policy issue that has not been decided by the Board. *(In your explanation, you must provide a detailed statement of the issue and why the issue should be decided in your favor.)*
 - d) The decision violates federal, state or local law. *(In your explanation, you must provide a detailed statement as to what law is violated.)*
 - e) The decision is not supported by substantial evidence. *(In your explanation, you must explain why the decision is not supported by substantial evidence found in the case record.)*

For more information phone (510)-238-3721.

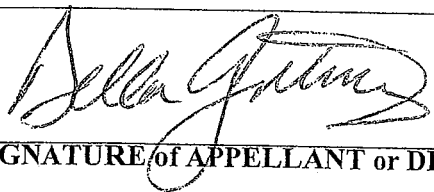
- f) I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. (In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue a decision without a hearing if sufficient facts to make the decision are not in dispute.)
- g) The decision denies the Owner a fair return on my investment. (You may appeal on this ground only when your underlying petition was based on a fair return claim. You must specifically state why you have been denied a fair return and attach the calculations supporting your claim.)
- h) Other. (In your explanation, you must attach a detailed explanation of your grounds for appeal.)

Submissions to the Board are limited to 25 pages from each party. Please number attached pages consecutively.
 Number of pages attached: 10.

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 March 20 , 2017 , 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>	Brian Geiser
<u>Address</u>	1906 Jackson Street
<u>City, State Zip</u>	Oakland, CA 94612
<u>Name</u>	
<u>Address</u>	
<u>City, State Zip</u>	

	<u>3/20/17</u>
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510)-238-3721.

T14-0238 Grounds for Appeal

The Hearing Decision on Remand dated March 6, 2017, erroneously changes the tenant's base rent to \$882 permanently, in direct conflict with the Hearing Decision based on sound evidence in case number T16-0257 dated September 13, 2016, which correctly confirmed the tenant's base rent is \$945.90 starting December 2016. A complete copy of the Hearing Decision in T16-0257 is attached as Exhibit A. The Order in the T16-0257 hearing decision was not appealed.

Stephen Kasdin, Hearing Officer, issued the Hearing Decision in T16-0257 based on evidence that a Rent Increase Notice dated March 25, 2016, was served on the tenant and correctly banked prior rent increases. (See page 2 of Exhibit A, third full paragraph under heading "EVIDENCE," and Exhibit 1 thereto.) Hearing Officer Kasdin correctly found that the rent was lawfully increased from \$900 to \$945.90 per month, effective June 15, 2016. (See page 4 of Exhibit 1, second-to-last full paragraph.)

The temporary reduction to \$882 was correctly found by Hearing Officer Kasdin to have ended in 2013. (See page 4 of Exhibit A, second full paragraph titled "Banking.") This was based on the tenant's own testimony:

"[T]he owner entered the tenant's cell phone number in the [intercom] system so that he could use his phone to allow people into the building. The tenant then let people into the building using his cell phone 'for a brief period.' However, in December 2013, the tenant cancelled his cell phone, and he does not have a land line (which could also be used to allow entrance into the building.)"

(See page 3 of Exhibit A, first full paragraph, and transcript of testimony in T16-0257, if available.)

Hearing Officer Kasdin ordered the rent is \$945.90 per month, effective June 15, 2016. (See page 5 of Exhibit A, Order item 2.) After adjusting the rent due to underpayments, Hearing Officer Kasdin ordered that the rent returned to \$945.90 per month in December 2016. (See page 5 of Exhibit A, Order item 4.)

Petitioner owner hereby requests an Order confirming the tenant's base rent has been \$945.90 since December 2016. The Hearing Decision on Remand in T14-0238 contradicts the Hearing Decision in T16-0257 and is not based on any evidence.

RECEIVED
SEP 17 2016
BY:

EXHIBIT #



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

CITY OF OAKLAND

Department of Housing and Community Development
Rent Adjustment Program

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

HEARING DECISION

CASE NUMBER: T16-0257, Geiser v. Jacobs
PROPERTY ADDRESS: 1906 Jackson St., #16, Oakland, CA
DATE OF HEARING: August 24, 2016
DATE OF DECISION: September 13, 2016
APPEARANCES: Brian Geiser (Tenant)
Della Gutierrez (Owner Representative)

SUMMARY OF DECISION

The tenant's petition is denied.

CONTENTIONS OF THE PARTIES

The tenant filed a petition which alleges that a proposed rent increase from \$382 to \$945.90 per month, effective June 15, 2016, exceeds the CPI Adjustment and is unjustified or is greater than 10%; that the owner did not give him a summary of the justification for the proposed rent increase despite his written request; that he first received the form Notice to Tenants (RAP Notice) on March 10, 2016; that the contested rent increase is the second rent increase in a 12-month period; and that his housing services have been decreased due to "the loss of building entry vestibule communication with my unit commenced on Friday April 19, 2013."

The owners filed a response to the petition, which alleges that the proposed rent increase is from \$900 to \$945.90, which is justified by Banking, and denies that the tenant's housing services have decreased.

000030

THE ISSUES

- (1) When, did the tenant first receive the RAP Notice?
- (2) Did the tenant receive a summary of the justification for the proposed rent increase?
- (3) Is the contested rent increase the second increase in a 12-month period?
- (4) What is the Base Rent?
- (5) Is a rent increase justified by Banking and, if so, in what amount?
- (6) Have the tenant's housing services been decreased and, if so, by what percentage of the total housing services that are provided by the owner?

EVIDENCE

RAP Notice: At the Hearing, the tenant testified that he received the RAP Notice in the year 2014. The tenant's petition states that he received the RAP Notice together with the contested notice of rent increase.

Rent History: The tenant testified that he moved into the subject unit on May 26, 2011, at a rent of \$900 per month. He further testified that he began paying \$882 per month following a Hearing Decision in Case No. T13-0218, and that he has continued to pay this amount each month since then.

Rent Increase Notice: The tenant was served with a notice of rent increase dated March 25, 2016.¹ This document states that the proposed rent increase is based upon banking, and states a calculation for this increase. The owner's agent also sent the tenant a letter dated April 1, 2016.² This letter states, in part: "[t]he Board granted you an eighteen dollar (\$18) decrease in the rent for a short period. However, that decrease ended in June of 2015 and the RAP board has reaffirmed your base rent of nine hundred dollars . . ."

Tenant's Request for Justification of Rent Increase: The tenant mailed a letter to the owner's agents on April 28, 2016, protesting the subject rent increase on various grounds.³

Decreased Housing Services: The tenant testified that when he moved into his unit there was an intercom system for the 15-unit building. On April 19, 2013, this was changed to a telephone-based system, in which a tenant is called on his or her telephone and can then let a caller into the building. However, the tenant's cell phone did not have a 510 prefix, so his phone number could not be entered into the new system. The tenant then filed a petition, which included a claim of decreased housing services based upon lack of access to the intercom system.

The Order in that case, being Case No. T13-0218, Geiser v. Chandler Props., states, in part: "Tenant Geiser's base rent is \$900.00 a month . . . Because of the current lack of access to the intercom system Mr. Geiser's current legal rent is \$882.00 a month. . . When the owner includes Mr. Geiser's 415 area code telephone number in the intercom system without charge, the owner

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

² Exhibit No. 5B.

³ Exhibit No. 4.

may increase the rent \$18.00 a month after giving proper notice . . ." This Order was signed on October 4, 2013.

The tenant further testified that, after the above-quoted Order was issued, the owner entered the tenant's cell phone number into the system so that he could use his phone to allow people into the building. The tenant then let people into the building using his cell phone "for a brief period." However, in December 2013, the tenant cancelled his cell phone, and he does not have a land line (which could also be used to allow entrance into the building). He contends that, since he does not now have the use of the building access system, his housing services have been decreased.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

RAP Notice: It is found that the tenant received the RAP Notice in the year 2014. The tenant contends that it is the owner's burden to prove service of this Notice. This is not correct. It is necessary for a Hearing Officer to receive evidence; the source of the evidence is irrelevant.

Second Rent Increase in a 12-month Period: The tenant has been living in the subject unit for more than 5 years, and his rent has never been increased. The contention that the proposed rent increase is the second increase in 12 months clearly has no merit.

Tenant's Request for Justification of Rent Increase: The Rent Adjustment Ordinance states that an owner must respond to a written request for justification of a rent increase that exceeds the CPI Adjustment.⁴ The purpose of this Ordinance is to allow a tenant to have information in order to evaluate whether a rent increase is proper, and to decide if he or she wants to file a petition with the Rent Adjustment Program.

The rent notice in question provides all possible information with regard to the proposed rent increase – it is based upon Banking and the notice further provides a calculation. Therefore, the owner in effect anticipated the need to explain the basis of the rent increase, and no more information could possibly have been provided. The owner has fulfilled the spirit of the requirement to explain the basis of the rent increase, and the claim is denied.

Decreased Housing Services: Under the Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent⁵ and may be corrected by a rent adjustment.⁶ However, in order to justify a decrease in rent, a decrease in housing services must be either the elimination or reduction of a service that existed at the start of the tenancy or a violation of the housing or building code which seriously affects the habitability of the tenant's unit.

There is also a time limit for claiming decreased housing services. A tenant petition must be filed within 60 days after the date of service of a rent increase notice or change in the terms of a tenancy or the date the tenant first receives the RAP Notice, whichever is later.⁷

⁴ O.M.C. Section 8.22.070(H)

⁵ O.M.C. Section 8.22.070(F)

⁶ O.M.C. Section 8.22.110(E)

⁷ O.M.C. Section 8.22.090(A)(2)

The tenant's claim is denied for two reasons. First, the alleged housing service decrease occurred in the year 2013. The tenant's petition was filed far more than 60 days after the tenant no longer had access to the building access system. Therefore, the claim is time-barred. Secondly, the tenant had access to the system before he decided to cancel all telephone service. The tenant decreased his own housing services by voluntarily giving up all telephone contact, being fully aware that by doing so he would lose access to the building access system. He can regain access to the system as soon as he gets a telephone. The claim is denied.

Banking: The rent reduction for lack of access to the building's intercom system ended in the year 2013. The owner's letter of April 1, 2016 served to restore the rent to \$900 per month. This is the Base rent upon which Banking is calculated.

If an owner chooses to increase rents less than the annual CPI Rent Adjustment permitted by the Ordinance, any remaining CPI Rent Adjustment may be carried over to succeeding 12 months periods ("Banked"). However, the total of CPI Adjustments imposed in any one Rent increase, including the current CPI Rent Adjustment, may not exceed three times the allowable CPI Rent Adjustment on the effective date of the Rent increase notice.⁸ In no event may any banked CPI Rent Adjustment be implemented more than ten years after it accrues.⁹

Facts needed to calculate banked increases are: (1) The date of the start of tenancy or eleven years before the effective date of the increase at issue, whichever is later; (2) the lawful base rent in effect on said date; (3) The lawful rent in effect immediately before the effective date of the current proposed rent increase; and (4) the date(s) and amount(s) of any intervening changes to the base rent between dates (1) and (3). This calculation applies in all banking cases, unless the tenant proves that the landlord did not have the right to take a rent increase in a particular year – by contract, waiver, or other reason.¹⁰

The parties agree on the date and rent amount entered into the Banking calculations shown on the attached Table. The method of calculation on this Table has been approved by the Rent Board.¹¹ Therefore, as set forth in this Table, the allowable rent is \$945.90 per month, effective June 15, 2016.

Rent Underpayments: The tenant paid rent of \$882 per month for the 3 months from July through August 2016. This is an underpayment of \$63.90 per month, a total of \$191.70. The underpayment is ordered repaid over a period of 3 months.¹² The rent is temporarily reduced by \$63.90 per month, to \$1,009.80 per month, beginning with the rent payment in September 2016 and ending with the rent payment in November 2016.

⁸ Regulations Appendix, Section 10.5.1

⁹ Regulations Appendix, Section 10.5.3

¹⁰ Appeal Decision, Case No. 98-02, et al. Merlo v. Rose Ventures III, et al. The Board has designated this decision to be a Precedent Decision.

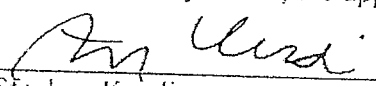
¹¹ Appeal Decision, Case No. 98-02, et al. Merlo v. Rose Ventures III et al. The Board has designated this decision to be a Precedent Decision.

¹² Regulations, Section 8.22.110(F)

ORDER

1. Petition T16-0257 is denied.
2. The rent, before a temporary increase due to underpaid rent, is \$945.90 per month, effective June 15, 2016. However, the tenant has underpaid rent in the total amount of \$191.70. This underpayment is adjusted over a period of 3 months.
3. The rent is temporarily reduced by \$63.90 per month, to \$1,009.80 per month, beginning with the rent payment in September 2016 and ending with the rent payment in November 2016.
4. In December 2016, the rent will return to \$945.90 per month.
5. The Anniversary Date for future rent increases is June 15.
6. Right to Appeal: This decision is the final decision of the Rent Adjustment Program Staff. Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) calendar days after service of the decision. The date of service is shown on the attached Proof of Service. If the Rent Adjustment Office is closed on the last day to file, the appeal may be filed on the next business day.

Dated: September 13, 2016



Stephen Kasdin
Hearing Officer
Rent Adjustment Program

CITY OF OAKLAND

Department of Housing and Community Development
 Rent Adjustment Program
<http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment/>

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

CALCULATION OF DEFERRED CPI INCREASES (BANKING)

Initial move-in date	26-May-2011	MUST FILL IN D9, D10, D11 and D14	Case No.:	CHANGE YELLOW CELLS ONLY
Effective date of increase	15-Jun-2016		Unit:	
Current rent (before increase and without prior cap. improve pass-through)	\$900			
Prior cap. imp. pass-through				
Date calculation begins	26-May-2011	If the planned increase includes other than banking put an X in the box→		
Base rent when calc. begins	\$900			

ANNUAL INCREASES TABLE

Year Ending	Debt Serv. or Fair Return increase	Housing Serv. Costs increase	Base Rent Reduction	Annual %	CPI Increase	Rent Ceiling
5/26/2016				1.7%	\$ 16.72	\$ 1,000.46
5/26/2015				1.9%	\$ 18.34	\$ 983.74
5/26/2014				2.1%	\$ 19.86	\$ 965.40
5/26/2013				3.0%	\$ 27.54	\$ 945.54
5/26/2012				2.0%	\$ 18.00	\$ 918.00
5/26/2011				-	-	\$900

Calculation of Limit on Increase

Prior base rent	\$900.00
Banking limit this year (3 x current CPI and not more than 10%)	5.1%
Banking available this year	\$ 45.90
Banking this year + base rent	\$ 945.90
Rent ceiling w/o other new increases	\$ 945.90

PROOF OF SERVICE

Case Number T16-0257

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

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

Tenant

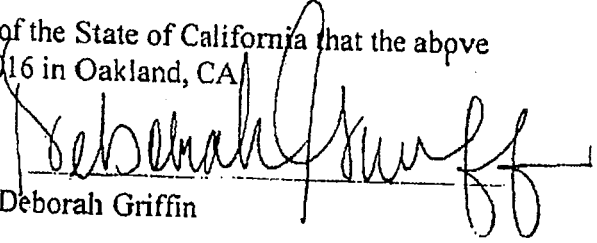
Brian Geiser
1906 Jacskon St #16
Oakland, CA 94612

Owner


Mimi Johnson-Jacobs
669 Oakland Ave
Oakland, CA 94611

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 September 14, 2016 in Oakland, CA


Deborah Griffin

000036

 Referenced as "Exhibit 1" on page 4, second-to-last full paragraph

March 25, 2016

Brian Geiser
1906 Jackson Street Apartment #16
Oakland CA, 94612

Re: Banked Rent Increase on June 15, 2016

Dear Mr. Geiser,

This letter serves as substantial notice of a **forty-five dollar and ninety cents (\$45.90)** "banked" rent increase to your base rent effective June 15, 2016. Oakland's Rent Adjustment Ordinance provides "If a landlord has "banked" prior year increases, covered units cannot receive an increase of more than 3X the current year CPI." Applying the current CPI of 1.7% to the banked rent formula makes your total allowable increase 5.1%, or \$45.90 June 15, 2016. Prorating this 5.1% raise makes your June 2016 rent nine hundred twenty-two dollars and ninety-five cents (\$922.95) due and payable on or before the 5th day of June.

The Ordinance also allows an owner to share the yearly "service" fee, currently thirty dollars (\$30.00) with tenants. Your share of the fee is fifteen dollars (\$15.00) and will be due with your July 1st rent payment bringing the total due on July 1, 2016, to **nine hundred sixty dollars and ninety cents (\$960.90)**. In the months following the July 2016 payment, you will pay the new rent amount of **nine hundred forty-five dollars and ninety cents (\$945.90)**. Please see the calculations on the attached page(s).

Oakland's Rent Adjustment Program requires owners to provide tenants with the "Notice to Tenants" letter whenever there is an increase in rent. This notice was hand delivered to your apartment on December 4, 2015. An additional copy of the "Notice to Tenants" is printed on the back of this letter. Our copy is enclosed. Please sign and return our copy, by mail, fax, or email. Thank you for your anticipated cooperation.

Sincerely yours,

Mimi Johnson-Jacobs, Owner
The Alexandria

cc: Della Gutierrez

Enclosed:



Referenced as "Exhibit 1" on page 4, second-to-last full paragraph

Banked Rent & RAP Fee Calculations

Base Rent:	\$900.00
Pro Rated Rent Due 6/1 – 6/15	\$450.00
Pro Rated Rent Due June 16-30:	\$472.95
Total Due June 1, 2016:	\$922.95
Amount of Increase:	\$ 45.90 (maxium CPI is 5.1%)
Amount Due 7/1/16:	\$945.90
Rent Adjustment Service Fee:	<u>\$ 15.00</u>
	\$960.90 (=new rent plus shared RAP Fee)
Each month after July 1, 2016, is	\$945.90



CITY OF OAKLAND

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

Department of Housing and Community Development
Rent Adjustment Program

TEL (510) 238-3721

FAX (510) 238-6181

TDD(510)238-3254

HOUSING, RESIDENTIAL, RENT AND RELOCATION BOARD

APPEAL DECISION

CASE NUMBER: T14-0238, Geiser v. Chandler Properties

APPEAL HEARING: July 28, 2016

PROPERTY ADDRESS: 1906 Jackson Street, No. 16
Oakland, CA

APPEARANCES: Brian Geiser Tenant Appellant
Samantha Du Vall Owner Appellee

Procedural Background

The tenant filed a petition which contested a rent increase on the grounds that the increase exceeds the CPI Adjustment and is unjustified; that he did not receive a summary of the basis for the increase despite a written request; and claimed a decreased housing service regarding access to the intercom.

Hearing Decision

The Hearing Decision determined that the summary provided by the owner complied with the Rent Ordinance, and that the owner responded to the tenant within the 15 day response period. The Hearing Decision terminated the 2% reduction for lack of access to the intercom because the tenant voluntarily terminated his 415 telephone number after the issuance of a hearing decision in T13-0128 in October 2013 which required him to provide the owner with his telephone number.

Regarding the capital improvements, the Hearing Decision granted the owner capital improvements totaling \$188.55, which increased the tenant's base rent from \$900 to \$ 1,088.55, commencing August 1, 2014, and ending July 31, 2019.

Grounds for Appeal

Tenant Geiser filed an appeal on June 29, 2015, contending that the Hearing Decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations or prior Board decisions; that the Hearing Decision is inconsistent with decisions issued by other hearing officers; and that the Decision is not supported by substantial evidence.

R. Chang recused herself from consideration of this case. After questions to the parties and Board discussion J. Karchmer moved to remand the case to the Hearing Officer for the following reasons:

1. Review the proof given by the owner that summary of justification request was timely given;
2. Review the capital improvement pass-through calculations;
3. Change the base rent to \$882.

J. Warner seconded. U. Fernandez offered the following friendly amendment:

1. Determine whether a priority 1 or 2 condition existed regarding the electrical problems;
2. Review the exhibits and checks listed for dollar amounts on page 6 of the Hearing Decision.


The friendly amendment was accepted. After further discussion, the Board voted as follows;

Aye: J. Warner, U. Fernandez, J. Karchmer, B. Williams
Nay: K. Friedman
Abstain: 0

NOTICE TO PARTIES

Pursuant to Ordinance No (s). 9510 C.M.S. of 1977 and 10449 C.M.S. of 1984, modified in Article 5 of Chapter 1 of the Municipal Code, the City of Oakland has adopted the ninety (90) day statute of limitations period of Code of Civil Procedure, Section 1094.6.

YOU ARE HEREBY NOTIFIED THAT YOU HAVE NINETY (90) DAYS FROM THE DATE OF MAILING OF THIS DECISION WITHIN WHICH TO SEEK JUDICIAL REVIEW OF THE DECISION OF THIS BOARD IN YOUR CASE.


CONNIE TAYLOR
BOARD DESIGNEE
CITY OF OAKLAND
HOUSING, RESIDENTIAL RENT AND
RELOCATION BOARD

DATE 7/5/17

PROOF OF SERVICE

Case Number T14-0238

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

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

Tenant

Brian Geiser
1906 Jackson St #16
Oakland, CA 94612

Owner

Chandler Properties, Carolyn Chandler
2799 California St
San Francisco, CA 94115

Mimi Johnson-Jacobs
669 Oakland Ave
Oakland, CA 94611

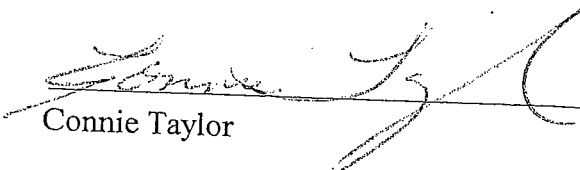
Owner Representative

Della Gutierrez, Black Oak Properties
669 Oakland Ave
Oakland, CA 94611

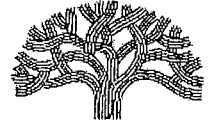
Diana Dakin, Manager, Chandler Properties
2799 California St
San Francisco, CA 94115

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on July 05, 2017 in Oakland, CA.


Connie Taylor

000041



P.O. BOX 70243, OAKLAND, CA 94612-2043
Housing and Community Development Department
Rent Adjustment Program

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

AMENDED HEARING DECISION ON REMAND

CASE NUMBER: T14-0238, Geiser v. Chandler Properties
PROPERTY ADDRESS: 1906 Jackson Street, No. 16, Oakland, CA
DATE OF DECISION: July 5, 2017

SUMMARY OF APPEAL DECISION

An Appeal Hearing was conducted on July 28, 2016. Tenant Geiser contended the following:

- The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations or prior decisions of the Board;
- The decision is inconsistent with decisions issued by other hearing officers;
- The decision is not supported by substantial evidence.

After the parties' presentation and Board discussion the Board voted to remand the Hearing Decision with the following direction:

1. Review the proof given by the owner that the summary of justification request was timely given;
2. Review the calculations regarding the exhibits and checks listed beginning on page 6 of the Hearing Decision;
3. Change the base rent to \$882.00;
4. Determine whether a priority 1 or 2 condition existed regarding the electrical problems.

A review of the case file indicates that the Hearing Decision on Remand was sent to the parties on March 7, 2017, prior to the issuance of the Appeal Decision, which was not sent to the parties. Therefore, this Hearing Decision on Remand is being re-issued.

The parties do not have to submit a new appeal to this Hearing Decision on Remand. The prior appeals filed by the parties will be heard and an order shall be issued with a new appeal hearing date.

SUMMARY OF HEARING DECISION ON REMAND

The owner response to the summary of justification request was timely given. A review of the calculations regarding the exhibits and checks listed beginning on page of the Hearing Decision indicate a net difference of 12 cents per month for the capital improvement pass-through. A capital improvements pass-through is granted in the amount of \$188.67 instead of \$188.55. The monthly base rent was changed from \$900.00 to \$882.00. There was no Priority 1 or 2 condition regarding the electrical condition in the subject building.

1. Timeliness of Owner Response to Request for Summary of Justifications for Rent Increase

Tenant Geiser's petition states that he received the notice of rent increase on May 28, 2014, and he testified that he requested a written summary of the justification for the rent increase on May 30, 2014, and did not receive the June 13, 2014, response. He provided a copy of a letter dated May 30, 2014. The letter states in part:

"Issue 2 : "Capital Improvements"

I request a correct itemization. Some maintenance items listed represents a group of contracted entities. This in addition to other possibly more singularly listed maintenance items need more delineation to meet your stated "benefitting all units" definition, and to possibly meet the more extensive requirements of the Rent Adjustment Program regarding "capital improvements".

Brian Geiser
1906 Jackson St., #16
Oakland, CA 94612
Currently no telephone."¹

The owner representative testified that the owner responded with a letter dated June 25, 2014, signed by Jennifer Chow, which stated the following in part:

"We have revised your increase letter to reflect the Rent Board hearing decisions. After reviewing the decision again, we see that it does offer to have us request a "415" number from you. Please provide us with a phone number with an area code of your choice so that we may program this for you.

¹ Ex. Nos.60-61

Regarding your second request, our Accounting Department followed the instructions on the Rent Board website to calculate this year's increase. Please give them a call directly if you have any further questions.

*1st letter mailed June 13 and was returned. 2nd letter mailed June 25, 2014".²

The Hearing Officer found that the representative testified credibly regarding the June 25, 2014, letter which referenced an earlier response by the owner on June 13, 2014. Neither party provided proof of service of mailing. The tenant has the burden of proof to show that he requested a written summary of the justification for the rent increase and the owner has the burden of proof to show that he has made a timely response to the tenant request. The Hearing Officer could have discounted both Geiser's letter dated May 30, 2014, as well as the owner's response of June 25, 2014, which referenced an earlier letter of June 13, 2014, because neither party provided a proof of service. In order to resolve this issue and in fairness to both parties the Hearing Officer received both parties' letters.

2. Review the exhibits and checks listed for dollar amounts on page 6 of the Hearing Decision.

The owner provided the following summary of the justification for the capital improvements to all the tenants together with the Notice of Change in Tenancy :

CAPITAL IMPROVEMENTS³

Effective Date of Increase 1-Aug-14
Number of Residential Units on Property

<u>Improvements and repairs benefitting all units</u>			
IMPROVEMENT OR REPAIR	DATE COMPLETED	COST ALLOWED	NUMBER OF UNITS COST PER UNIT BENEFITTED
Mail box and Entry System	5/10/13	\$ 5,651.79	15 \$6.28
New Carpets	6/12/13	\$20,988.00	15 \$23.32
Painting	7/31/13	\$87,026.26	15 \$96.70
Electrical upgrade	11/27/13	\$52,831.85	15 \$58.70
Landscaping	10/1/13	\$5,155.00	15 \$5.73
Fire & Safety	9/13/13	\$2,925.75	15 \$3.25
Windows	12/18/13	\$15,420.04	15 \$17.13
Subtotal			\$211.11

The total requested was \$189,998.69.

COMMON AREA CAPITAL IMPROVEMENTS

² Ex. No. 62

³ Ex. No. 2

The owner provided the following documentation of expenses for installation of a mailbox and linear telephone entry system, new carpets, painting of the interior and exterior of the building, an electrical upgrade, landscaping, fire and safety, and windows.

Mail Box and Linear Telephone Entry System \$5,516.79

Amount	Ex. No.	Check No.	Date	Vendor	Description
\$3,518.73	11-12	Inv./Cont.	4/22/13 3/18/13	Reed Brothers Security	Contract for Installation of mail boxes
\$3996.10	13-14	Inv./Cont.	4/18/13 3/20/13	"	Contract for Installation of linear phone entry system
\$3,757.42	10	1119	3/25/13	"	
\$1,759.37	9	1132	5/10/13	"	

The tenants testified that there was no need to replace the carpet and that it was just faded from the sun, the new carpet was not properly installed and the pattern is not aesthetically pleasing. They provided photos of the carpet.⁴

The owner provided documentation totaling \$20,988.00 for replacement of the carpet in the subject building.

Amount	Ex. No.	Check No.	Date	Vendor	Description
\$20,999	18	Cont.	5/16/13	Carpet Contractors, Inc.	Contract for installation of common area carpet-hallway/stairs
\$10,494	19	1142	6/12/13	"	
\$10,494	9	1134	5/22/13	"	

Painting

The tenants objected to painting over the brick, and the manner in which the painting work was performed.⁵ They provided photos of the subject building during the painting of the interior, which showed spots in the ceilings of stair level 1 and 1/3 landing, 2 and 1/3 landing, 2, and 3, and exterior stairs.⁶

The owner provided the following documentation totaling \$87,026.76 for painting the exterior and interior of the building.

Amount	Ex. No.	Check No.	Date	Vendor	Description
\$5,000 (\$4,373/750)	22-23; 123	Cont.	10/16/12	Color Studio	Painting color consultation-Interior/Exterior

⁴ Ex. No. pp. 102-103

⁵ Ex. No. p. 85

⁶ Ex. No. pp.83-84; 103-104

\$ 5,123.00	21	1096	12/12/12	Color Studio	"
\$ 1,712.76	28-29	Inv./1198	7/12/13	"	Re-do of deliverables
\$14,580	24;25	Inv/1144	5/23/13;6/13/13	Far West	Paint interior hallway
\$ 1,000	31	Inv.	6/23/13	"	Paint interior hallway
\$24,805.50	32-33	Inv.-Ref. Bid of \$49,611	6/23/13	"	Paint exterior
\$24,805.50	34	1166	7/30/13	"	"
\$25,805.50	30;45	1152	7/9/13	"	"
\$15,000	27	Inv.	6/12/13	R&R Scaffolding	Scaffolding
\$15,000	26	1153	7/10/13	"	
\$ 970	125	Inv.	5/21/12	C&E Cleaning	Paint basement, install bicycle rack, laundry counter top and

The tenants contend that the charge of \$5,123.00 for the color consultation is a double dip, and that the owners passed this charge through in a prior rent increase, which was contested and granted in case number T13-0218. A review of this hearing decision indicates that the hearing officer granted the owner \$5,123.00 for color consultation which affected only tenant Perry. No capital improvement pass-through was granted for this item to tenant Geiser or tenant Hill.

PGE-Electric Service

The owner provided documentation of \$53,166.88 for electrical upgrades to the subject building as follows:

Amount	Ex. No.	Check No.	Date	Vendor	Description
\$17,053.25	36-42	Bid;Inv.;1098	12/12/12	P.G.&E	Installation of electrical service
\$26,700	46-48-	Cont.	5/24/13	Canning	Electrical Upgrade
\$6,625	49;52	Inv.	6/17/13	Electric, Inc.	
\$6,825		Inv.			
\$6,625	45	1149	6/27/13	"	"
\$14,160	47;54	Inv.;1160	7/23/13	"	"
\$1,860.03	53;54	Inv.;1214	11/27/13	:	"
\$13,312	50;51	Inv.;1190	9/16/13	"	"
\$156.60	43-44	1110	2/25/13	City Lights	Light bulbs

The owner applied to P.G.E. for installation of electrical service to the subject building. The costs include: overhead or underground service conductors, poles, service transformers, connection fittings, service pipe, valves, service connections, and other PG&E owned service equipment, as detailed in Gas and electric Rule 16. This Rule provides that for a service extension, service facilities installed under the provisions of this rule shall be owned, operated and maintained by P.G.E. if they are (a) located in the street, road or Franchise Area of P.G.E., installed by P.G.E. under Section D.2 below

on Applicant's premises for the purpose of the delivery of electric energy to Applicant, or (c) installed by Applicant under the provisions of this rule, and conveyed to P.G.E.

Responsibilities for New Service Extensions, D.2(a) Service, Meter and Transformer. PG&E will furnish, install, own and maintain the following Service Facilities as applicable after Applicant meets all requirements to receive service.

- 1) Underground Service
- 2) Riser Materials
- 3) Overhead Service

A franchise area is defined in Rule 16 (H) as a public street, road, highway, and other public ways and places where PG&E has a legal right to occupy under franchise agreements with governmental bodies having jurisdiction.

The electrical upgrade work for installation of electrical service was performed by Canning Electric, Inc., which included larger grounding for 600 Amp service, digging a deeper trench to accommodate deeper P.G.E. service, and upgrading 400 AMP meters to 600 AMP.

Windows

The owner testified that work was performed on all the windows, and there were woodwork repairs done to all the windows on the exterior. The owner submitted invoices totaling \$15,420.04. The owner provided invoice 3040, dated July 31, 2013, totaling \$13,825.04 which states the following⁷:

"Repair Locks and Ropes in 3 units prior to paint work at 1906 Jackson Street, Oakland,	\$1,650
Replace 21 pieces of glass all around where broken. New glazing	\$4,200
Furnish and install 7 new Wood Casement windows in bathrooms West side and Top unit DH	\$6,250
Permit fee for window work	\$ 525
Administration of Permit and Drafting shop drawings for permit	\$ 225
Custom fabrication of Brick mold for missing window trim. Special knives and materials only	\$ 750

⁷ Ex. No. 72a

Special weather stripping, interior paint, hardware,
Blind repair Unit 16 Brian

\$ 225

The owner submitted a second invoice totaling \$1,245.00 for the following⁸:

- Furnish and install 1 new fabricated wood sash lower for Unit 14 living room lower sash Re Rope 6 window in Unit 14, were not operable especially bedroom
- Adding locks
- Custom cut the missing brick mold on exterior where missing. Paint and install and touch up

The owner provided a third invoice which totaled \$350.00 for repair of two pieces of glass in the back door.⁹

Amount	Ex. No.	Check No.	Date	Vendor	Description
13,825	67-68- Inv.	1172	8/8/13	AFR	Repairs;re-glazing; replacement
1,245	70-Inv.	1208	11/4/13	"	Repairs
350	71-72	1224	11/12/13	"	Repair windows-back door

Tenant Hunt stated that almost all the windows had to be re-glazed, and several windows had to be replaced because panes were broken due to the scaffolding. Tenant Woeski stated that he did not get new windows and he was unable to open several of his windows. Tenant Mathis testified that some work may have been done on the outside of his windows. Tenant Hill testified that she had work done to her windows. Tenant Geiser testified that work was done to his windows based on a finding in a prior hearing decision, T13-0218, that the condition of most of his windows constituted a habitability violation. Tenant Wurms testified that none of the work on the windows was for his unit.¹⁰ Tenant Hunt stated that almost all the windows had to be re-glazed, and several windows had to be replaced because panes were broken due to the scaffolding.

Tenant Wurms testified that invoice 3040 includes an amount to furnish and install 7 new wood casement windows for the west side top unit, weather stripping for unit 16, and repair locks and ropes in 3 units but does not specify which unit. It also states "replace 21 pieces of broken glass", but is unspecified as to which unit.

Landscaping

The owner provided an invoice from Arcadio Flores for landscaping totaling \$5,640.00, which included repair of a broken lateral pipe, installation of an irrigation

⁸ Ex. No. 70

⁹ Ex. No. 72

¹⁰ Ex. No. p. 132

system, hauling debris, and installation of plantings. The amount of the capital improvement pass-through request was \$5,155. \$475 was discounted as maintenance.

Amount	Ex. No.	Check No.	Date	Vendor	Description
\$5,165	55-56-Inv.		8/31/13	Arcadio Flores	Planting and irrigation
\$6,115	55	1196	10/11/13		

The tenants objected to this exhibit on the grounds that there is no business name on the document and no proof of payment. The business name on the invoice was covered up during copying. However, the telephone number and Mr. Flores' email and website information are noted on the bottom of the page.

Fire & Safety

The owner provided invoices and proof of payment for work done to the fire exits and back stairways which included service calls regarding repairs to fire doors and the back stairway as follows:

The tenants claimed that the fire/safety work were service calls and is maintenance.

Amount	Ex. No.	Check No.	Date	Vendor	Description
\$2,952.70	57	1187	9/19/13	Lockdown Security	Repair to fire doors & back stairway
\$1,823.71;\$344.04; \$524.95; \$260.05	Inv.58-59;61-66				

The tenants testified that this work constitute maintenance, not capital improvements.

The Hearing Officer made a site inspection of the subject building on March 6, 2015, and observed that the carpet appeared to be installed properly and did not present a tripping hazard, the subject building was painted and landscaped, and there was no broken or cracked glass or any other visible problems with the windows.

3. Change Monthly Base Rent to \$882.00

The Board directed the Hearing Officer to change the tenant's monthly base rent to \$882.00. The tenant was granted an \$18.00 monthly rent reduction case number T13-0218 for loss of access to the building's intercom system, which set his "current" rent at \$882.00. However, the Board directed the Hearing Officer to change the "base" rent to \$882.00, which includes a permanent \$18.00 rent reduction for lack of access to the intercom system.

4. Determine whether a priority 1 or 2 condition existed regarding the electrical problems

Appendix A of the Rent Adjustment Board Regulations, Section 2.7, in effect at the time of this petition, prior to August 1, 2014, states the following:

2.7 Priority 1 Condition: The City of Oakland Housing Code Enforcement Inspectors determine housing condition(s) as a "Priority "1" condition when housing condition (s)(repair(s) are identified as a major hazardous or inhabitable condition(s). A "Priority "1" condition must be abated immediately by correction, removal or disconnection. A Notice to Abate will always be issued."

No Notice to Abate was issued by a City of Oakland Housing Code Enforcement Inspector regarding the electrical condition of the subject property.

2.8 Priority 2 Condition: The City of Oakland Housing Code Enforcement Inspectors determine housing condition (s) repairs(s) as a Priority condition when housing condition(s) repair(s) are identified as major hazardous or inhabitable condition(s) that may be deferred by agreement with the Housing Code enforcement Section.

The tenants did not provide any evidence that a City of Oakland Code Enforcement Inspector determined that there was a priority 1 or 2 condition regarding the electrical condition in the subject building.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Summary of Justification for Rent Increase

Section 8.22.070(H)(c) (i) and (ii) of the Rent Ordinance provides that

(i) If a tenant requests a summary of the amount of the rent increase in excess of the CPI Rent Adjustment, the tenant must do so within 30 days of service of the rent increase notice.

(ii). The owner must respond to the request with a written summary within 15 days after service of the request by the tenant

The tenant has the burden of proof to show that he mailed the request within 30 days of receipt of the notice of the rent increase and the owner has the burden of proof to show that it responded to the request within 15 days. Tenant Geiser testified that he requested a written summary on May 30, 2014, and did not receive the June 11, 2014, response. The owner provided an initial response within the 15 day response period which the tenant denied receiving. The second letter from the owner dated June 25,

2014, states that the first letter was returned to the owner which is why they sent the second letter and referenced an earlier response sent to the tenant on June 13, 2014.

Neither party provided proof of service of mailing. The Hearing Officer found the testimony of the owner representative to be credible and received both parties' letters into evidence, especially since the second letter references the earlier letter of June 11, 2014, which was a timely response to tenant Geiser's letter of May 30, 2014.

The owner would not have known that Geiser did not receive the June 13th letter until it was returned and Ms. Chow's response was a timely response to Geiser's request. The owner's reference to a June 13, 2014, letter was a timely response to Geiser's May 30th letter for clarification. The June 25, 2014, letter which referenced the June 13th first letter was credible, and was sent within 15 days of the return of the owner's initial response of June 13th. The owner sustained its burden of proof in providing a timely response to the tenant's request for a written summary.

2. Review of Capital Improvement Exhibits and Checks

A review of the calculations regarding capital improvement exhibits and checks indicates a difference in the capital improvement expenses from \$169,691 to \$169,805.64, and there is a net difference upward of 12 cents per month per unit. Changes were made beginning on page 6 of the Hearing Decision to correct clerical errors. The evidence supports a capital improvement pass-through of \$169,805.64, or \$188.67 monthly per unit instead of \$188.55.

Mailbox and Entry System

\$5,516.79 is permitted as a capital improvement pass-through for the mailbox and entry system. The old closed loop intercom system was replaced with an electronic system that would provide information to the owner about when and how many visitors the tenant has if he signs up for the system. The closed loop system was in obvious disrepair.

New Carpets

\$20,988 is permitted as a capital improvement pass-through for new carpeting in the subject building. It is the owner's prerogative to determine the color and design of the carpet and the carpeting on the stairs do not present a safety hazard.

Painting

Of the amount requested, \$85,314 of the documented payments for the painting is permitted. The charges of \$1,712.76 from Color Studio, Inc. and \$1,000 for painting the

hallway are disallowed. There is no proof of payment for \$1,000. The charge of \$1,712.76 from Color Studio, Inc. was for a re-do and is disallowed. The charge of \$970 for C & E Cleaning Service is disallowed because it falls outside the 24 month period.

The charge of \$5,000 for color consultation was approved in a prior hearing decision in T13-0218 and was not charged to any of the petitioners in that case. This amount is allowed.

Electrical Service

The work done by PG&E was for installation of electrical service to the subject building which is of primary benefit to the tenants and prolongs the useful life of the property, and increases the value of the property because it provides updated electricity. PG&E's Rule 16 does not negate the owner's right to pass this cost on to the tenants. The proof of payment totals \$53,010.28, excluding the \$156.60 for light bulbs, which is a maintenance issue. The amount granted cannot exceed the amount requested by the owner. The owner requested \$52,831.85, which is allowed as a capital improvement pass-through.

Landscaping

\$5,155 for landscaping is allowed. The owner provided proof of payment in the amount of \$6,115, of which \$475 was for maintenance, which was deducted from the total. The remaining amount of \$5,460 was for removal of debris for an irrigation system and plantings. The amount allowed cannot exceed the amount requested by the owner, which was \$5,155.00.

Although the tenants objected to the invoice because the business name was not visible it appears that the name was inadvertently blocked during copying and the owner's name appears on the bottom of the invoice.

Windows

The claim of \$15,420.04 for the work performed on the windows is disallowed. Tenants Wurms, Wesoloski, and Carlos testified that no work was performed on their windows. Although tenants Hunt, Mathis and Hill testified that work was done on their windows, there is no way to apportion the costs of this work because the invoice for new glazing in the amount of \$4,200 does not separate the cost for the replacement of 21 pieces of glass.

Although tenant Geiser testified that his windows were replaced, the hearing decision in T13-0218 determined that the condition of his windows constituted a habitability condition. The hearing officer found that the tenant had been living with serious defects in his windows since he moved into his unit in May 2011. There were gaps in some of the windows, some of the frames were cracked and were in obvious disrepair. There were visible air gaps around three of the windows in the main room, two of the windows "were fragile in their operation", only some of them had operable

counterbalances, and some of the windows did not lock and there was sill damage to all but two of the windows. One of the windows was so badly damaged that it was nailed together and he hardly ever opened it because he thought the glass would fall out.¹¹

The charges of \$1,650, \$6,250 and \$1,245 are for individual units. The \$225 charge is for tenant Geiser's unit, and is a maintenance issue. The \$350 charge for repair of the glass in the back door is a maintenance repair, not a capital improvement.

Fire/Safety

The claim of \$2,952.75 for fire/safety is disallowed. The invoices from Lockdown Security indicate that the work consists of service calls for various repairs to the fire doors and the back stairways.

CONCLUSION

The owner met the requirements for a common area capital improvement pass-through totaling \$169,805.64, or \$188.67 monthly per unit. The allowed capital improvement allocation is itemized in the following table:

COMMON AREA CAPITAL IMPROVEMENTS

Effective Date of Increase

8/1/14

Number of Residential Units on Property	15
---	----

Improvements and repairs benefiting all units				
IMPROVEMENT OR REPAIR	DATE COMPLETED	COST ALLOWED	NUMBER OF UNITS BENEFITED	MONTHLY COST PER UNIT
Mail box/entry system	5-10-13	\$ 5,516.79	15	\$ 6.13
Landscaping	8-31-13	\$ 5,155	15	\$ 5.73
Electrical	9-16-13	\$52,831.85	15	\$58.70
Painting	7-30-13	\$85,314	15	\$94.79
Carpet	6/12/13	\$20,988	15	\$23.32
		\$169,805.64		
		TOTAL		\$188.67

¹¹ Ex. T13-0218, Geiser v. Chandler Properties, p.5,10

A monthly capital improvement pass-through of \$188.67 is granted, effective November 1, 2014.

3. Base Rent

In case no. T13-0218, the tenant was granted a monthly rent reduction in the amount of \$18.00 for lack of access to the building's intercom system which set the tenant's "current" rent to \$882.00. In this case the Board has directed the Hearing Officer to set the tenant's "base" rent to \$882.00, which includes a permanent rent reduction for lack of access to the building's intercom system. The tenant's monthly base rent is \$882.00.

4. Priority 1 or 2 Condition

Based on the Rent Adjustment Board Regulations, Appendix A, Sections 2.7 and 2.8 in effect at the time of the Notice of Change in Terms of Tenancy regarding capital improvement, there was no Priority 1 or 2 condition regarding the electrical condition of the subject building. A copy of the Regulations in effect at the time of the subject tenant petition is enclosed as Exhibit 1 and made a part of this Hearing Decision.

ORDER

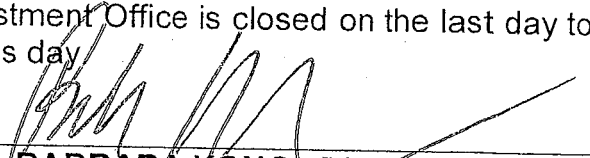
1. The owner responded to the tenant's request for a written summary of the justification for the rent increase in a timely manner.
2. A monthly capital improvement pass-through of \$188.67 is granted.
3. The tenant's base rent is \$882.00, which includes a permanent rent reduction for lack of access to the intercom system.
4. The rent increase for the capital improvement in the amount of \$188.67 is valid effective November 1, 2014. The capital improvement pass-through expires on October 31, 2019.
5. The tenant has underpaid rent in the amount of \$5,471.43, from November 1, 2014, through March 1, 2017.

Tenant Geiser's rent is stated below as follows:

Base Rent	\$ 882.00
Plus capital improvement costs	\$ 188.67
Plus rent underpayments (\$5,471.43/24=\$227.96	\$ 227.96
Rent payment commencing April 1, 2017, and ending March 31, 2019	\$ 1,298.63

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

Dated: July 5, 2017



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

PROOF OF SERVICE

Case Number T14-0238

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

Tenant

Brian Geiser
1906 Jackson St #16
Oakland, CA 94612

Owner

Chandler Properties, Carolyn Chandler
2799 California St
San Francisco, CA 94115

Mimi Johnson-Jacobs
669 Oakland Ave
Oakland, CA 94611

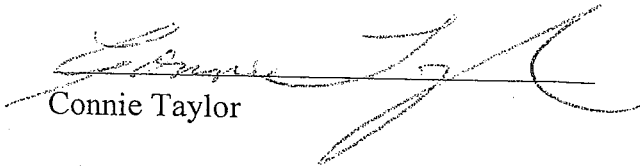
Owner Representative

Della Gutierrez, Black Oak Properties
669 Oakland Ave
Oakland, CA 94611

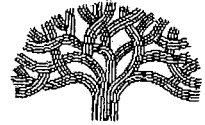
Diana Dakin, Manager, Chandler Properties
2799 California St
San Francisco, CA 94115

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on July 10, 2017 in Oakland, CA.


Connie Taylor

000056



P.O. BOX 70243, OAKLAND, CA 94612-2043
Housing and Community Development Department
Rent Adjustment Program

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

HEARING DECISION ON REMAND

CASE NUMBER: T14-0238, Geiser v. Chandler Properties
PROPERTY ADDRESS: 1906 Jackson Street, No. 16, Oakland, CA
DATE OF DECISION: March 6, 2017

SUMMARY OF APPEAL DECISION

An Appeal Hearing was conducted on July 28, 2016. Tenant Geiser contended the following:

- The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations or prior decisions of the Board;
- The decision is inconsistent with decisions issued by other hearing officers;
- The decision is not supported by substantial evidence.

After the parties' presentation and Board discussion the Board voted to remand the Hearing Decision with the following direction:

1. Review the proof given by the owner that the summary of justification request was timely given;
2. Review the calculations regarding the exhibits and checks listed beginning on page 6 of the Hearing Decision;
3. Change the base rent to \$882.00;
4. Determine whether a priority 1 or 2 condition existed regarding the electrical problems.

SUMMARY OF HEARING DECISION ON REMAND

The owner response to the summary of justification request was timely given. A review of the calculations regarding the exhibits and checks listed beginning on page of the Hearing Decision indicate a net difference of 12 cents per month for the capital improvement pass-through. A capital improvements pass-through is granted in the amount of \$188.67 instead of \$188.55. The monthly base rent was changed from

\$900.00 to \$882.00. There was no Priority 1 or 2 condition regarding the electrical condition in the subject building.

1. Timeliness of Owner Response to Request for Summary of Justifications for Rent Increase

Tenant Geiser's petition states that he received the notice of rent increase on May 28, 2014, and he testified that he requested a written summary of the justification for the rent increase on May 30, 2014, and did not receive the June 13, 2014, response. He provided a copy of a letter dated May 30, 2014. The letter states in part:

"Issue 2 : "Capital Improvements"

I request a correct itemization. Some maintenance items listed represents a group of contracted entities. This in addition to other possibly more singularly listed maintenance items need more delineation to meet your stated "benefitting all units" definition, and to possibly meet the more extensive requirements of the Rent Adjustment Program regarding "capital improvements".

Brian Geiser
1906 Jackson St., #16
Oakland, CA 94612
Currently no telephone."¹

The owner representative testified that the owner responded with a letter dated June 25, 2014, signed by Jennifer Chow, which stated the following in part:

"We have revised your increase letter to reflect the Rent Board hearing decisions. After reviewing the decision again, we see that it does offer to have us request a "415" number from you. Please provide us with a phone number with an area code of your choice so that we may program this for you.

Regarding your second request, our Accounting Department followed the instructions on the Rent Board website to calculate this year's increase. Please give them a call directly if you have any further questions.

*1st letter mailed June 13 and was returned.2nd letter mailed June 25, 2014".²

The Hearing Officer found that the representative testified credibly regarding the June 25, 2014, letter which referenced an earlier response by the owner on June 13, 2014. Neither party provided proof of service of mailing. The tenant has the burden of proof to show that he requested a written summary of the justification for the rent increase and the owner has the burden of proof to show that he has made a timely response to the tenant request. The Hearing Officer could have discounted both Geiser's letter dated May 30, 2014, as well as the owner's response of June 25, 2014,

¹ Ex. Nos.60-61

² Ex. No. 62

which referenced an earlier letter of June 13, 2014, because neither party provided a proof of service. In order to resolve this issue and in fairness to both parties the Hearing Officer received both parties' letters.

2. Review the exhibits and checks listed for dollar amounts on page 6 of the Hearing Decision.

The owner provided the following summary of the justification for the capital improvements to all the tenants together with the Notice of Change in Tenancy :

CAPITAL IMPROVEMENTS³

Effective Date of Increase 1-Aug-14
Number of Residential Units on Property

<u>Improvements and repairs benefitting all units</u>				
IMPROVEMENT OR REPAIR	DATE COMPLETED	COST ALLOWED	NUMBER OF UNITS BENEFITTED	COST PER UNIT
Mail box and Entry System	5/10/13	\$ 5,651.79	15	\$6.28
New Carpets	6/12/13	\$20,988.00	15	\$23.32
Painting	7/31/13	\$87,026.26	15	\$96.70
Electrical upgrade	11/27/13	\$52,831.85	15	\$58.70
Landscaping	10/1/13	\$5,155.00	15	\$5.73
Fire & Safety	9/13/13	\$2,925.75	15	\$3.25
Windows	12/18/13	\$15,420.04	15	\$17.13
			Subtotal	\$211.11

The total requested was \$189,998.69.

COMMON AREA CAPITAL IMPROVEMENTS

The owner provided the following documentation of expenses for installation of a mailbox and linear telephone entry system, new carpets, painting of the interior and exterior of the building, an electrical upgrade, landscaping, fire and safety, and windows.

Mail Box and Linear Telephone Entry System \$5,516.79

Amount	Ex. No.	Check No.	Date	Vendor	Description
\$3,518.73	11-12	Inv./Cont.	4/22/13 3/18/13	Reed Brothers Security	Contract for Installation of mail boxes
\$3996.10	13-14	Inv./Cont.	4/18/13 3/20/13	"	Contract for Installation of linear phone entry system
\$3,757.42	10	1119	3/25/13	"	
\$1,759.37	9	1132	5/10/13	"	

³ Ex. No. 2

The tenants testified that there was no need to replace the carpet and that it was just faded from the sun, the new carpet was not properly installed and the pattern is not aesthetically pleasing. They provided photos of the carpet.⁴

The owner provided documentation totaling \$20,988.00 for replacement of the carpet in the subject building.

Amount	Ex. No.	Check No.	Date	Vendor	Description
\$20,999	18	Cont.	5/16/13	Carpet Contractors, Inc.	Contract for installation of common area carpet-hallway/stairs
\$10,494	19	1142	6/12/13	"	
\$10,494	9	1134	5/22/13	"	

Painting

The tenants objected to painting over the brick, and the manner in which the painting work was performed.⁵ They provided photos of the subject building during the painting of the interior, which showed spots in the ceilings of stair level I and I/3 landing, 2 and I/3 landing, 2, and 3, and exterior stairs.⁶

The owner provided the following documentation totaling \$87,026.76 for painting the exterior and interior of the building.

Amount	Ex. No.	Check No.	Date	Vendor	Description
\$5,000 (\$4,373/750)	22-23; 123	Cont.	10/16/12	Color Studio	Painting color consultation-Interior/Exterior
\$ 5,123.00	21	1096	12/12/12	Color Studio	"
\$ 1,712.76	28-29	Inv./1198	7/12/13	"	Re-do of deliverables
\$14,580	24;25	Inv/1144	5/23/13;6/13/13	Far West	Paint interior hallway
\$ 1,000	31	Inv.	6/23/13	"	Paint interior hallway
\$24,805.50	32-33	Inv.-Ref. Bid of \$49,611	6/23/13	"	Paint exterior
\$24,805.50	34	1166	7/30/13	"	"
\$25,805.50	30;45	1152	7/9/13	"	"
\$15,000	27	Inv.	6/12/13	R&R Scaffolding	Scaffolding
\$15,000	26	1153	7/10/13	"	
\$ 970	125	Inv.	5/21/12	C&E Cleaning	Paint basement, install bicycle rack, laundry counter top and

⁴ Ex. No. pp. 102-103

⁵ Ex. No. p. 85

⁶ Ex. No. pp.83-84; 103-104

The tenants contend that the charge of \$5,123.00 for the color consultation is a double dip, and that the owners passed this charge through in a prior rent increase, which was contested and granted in case number T13-0218. A review of this hearing decision indicates that the hearing officer granted the owner \$5,123.00 for color consultation which affected only tenant Perry. No capital improvement pass-through was granted for this item to tenant Geiser or tenant Hill.

PGE-Electric Service

The owner provided documentation of \$53,166.88 for electrical upgrades to the subject building as follows:

Amount	Ex. No.	Check No.	Date	Vendor	Description
\$17,053.25	36-42	Bid;Inv.;1098	12/12/12	P.G.&E	Installation of electrical service
\$26,700 \$6,625 \$6,825	46-48- 49;52	Cont. Inv. Inv.	5/24/13 6/17/13	Canning Electric, Inc.	Electrical Upgrade
\$6,625	45	1149	6/27/13	"	"
\$14,160	47;54	Inv.;1160	7/23/13	"	"
\$1,860.03	53;54	Inv.;1214	11/27/13	:	"
\$13,312	50;51	Inv.;1190	9/16/13	"	"
\$156.60	43-44	1110	2/25/13	City Lights	Light bulbs

The owner applied to P.G.E. for installation of electrical service to the subject building. The costs include: overhead or underground service conductors, poles, service transformers, connection fittings, service pipe, valves, service connections, and other PG&E owned service equipment, as detailed in Gas and electric Rule 16. This Rule provides that for a service extension, service facilities installed under the provisions of this rule shall be owned, operated and maintained by P.G.E. if they are (a) located in the street, road or Franchise Area of P.G.E, installed by P.G.E. under Section D.2 below on Applicant's premises for the purpose of the delivery of electric energy to Applicant, or (c) installed by Applicant under the provisions of this rule, and conveyed to P.G.E.

Responsibilities for New Service Extensions, D.2(a) Service, Meter and Transformer. PG&E will furnish, install, own and maintain the following Service Facilities as applicable after Applicant meets all requirements to receive service.

- 1) Underground Service
- 2) Riser Materials
- 3) Overhead Service

A franchise area is defined in Rule 16 (H) as a public street, road, highway, and other public ways and places where PG&E has a legal right to occupy under franchise agreements with governmental bodies having jurisdiction.

The electrical upgrade work for installation of electrical service was performed by Canning Electric, Inc., which included larger grounding for 600 Amp service, digging a deeper trench to accommodate deeper P.G.E. service, and upgrading 400 AMP meters to 600 AMP.

Windows

The owner testified that work was performed on all the windows, and there were woodwork repairs done to all the windows on the exterior. The owner submitted invoices totaling \$15,420.04. The owner provided invoice 3040, dated July 31, 2013, totaling \$13,825.04 which states the following⁷:

"Repair Locks and Ropes in 3 units prior to paint work at 1906 Jackson Street, Oakland,	\$1,650
Replace 21 pieces of glass all around where broken. New glazing	\$4,200
Furnish and install 7 new Wood Casement windows in bathrooms West side and Top unit DH	\$6,250
Permit fee for window work	\$ 525
Administration of Permit and Drafting shop drawings for permit	\$ 225
Custom fabrication of Brick mold for missing window trim. Special knives and materials only	\$ 750
Special weather stripping, interior paint, hardware, Blind repair Unit 16 Brian	\$ 225

The owner submitted a second invoice totaling \$1,245.00 for the following⁸:

- Furnish and install 1 new fabricated wood sash lower for Unit 14 living room lower sash Re Rope 6 window in Unit 14, were not operable especially bedroom
- Adding locks
- Custom cut the missing brick mold on exterior where missing. Paint and install and touch up

The owner provided a third invoice which totaled \$350.00 for repair of two pieces of glass in the back door.⁹

⁷ Ex. No. 72a

⁸ Ex. No. 70

⁹ Ex. No. 72

Amount	Ex. No.	Check No.	Date	Vendor	Description
13,825	67-68- Inv.	1172	8/8/13	AFR	Repairs;re-glazing; replacement
1,245	70-Inv.	1208	11/4/13	"	Repairs
350	71-72	1224	11/12/13	"	Repair windows- back door

Tenant Hunt stated that almost all the windows had to be re-glazed, and several windows had to be replaced because panes were broken due to the scaffolding. Tenant Woeleski stated that he did not get new windows and he was unable to open several of his windows. Tenant Mathis testified that some work may have been done on the outside of his windows. Tenant Hill testified that she had work done to her windows. Tenant Geiser testified that work was done to his windows based on a finding in a prior hearing decision, T13-0218, that the condition of most of his windows constituted a habitability violation. Tenant Wurms testified that none of the work on the windows was for his unit.¹⁰ Tenant Hunt stated that almost all the windows had to be re-glazed, and several windows had to be replaced because panes were broken due to the scaffolding.

Tenant Wurms testified that invoice 3040 includes an amount to furnish and install 7 new wood casement windows for the west side top unit, weather stripping for unit 16, and repair locks and ropes in 3 units but does not specify which unit. It also states "replace 21 pieces of broken glass", but is unspecified as to which unit.

Landscaping

The owner provided an invoice from Arcadio Flores for landscaping totaling \$5,640.00, which included repair of a broken lateral pipe, installation of an irrigation system, hauling debris, and installation of plantings. The amount of the capital improvement pass-through request was \$5,155. \$475 was discounted as maintenance.

Amount	Ex. No.	Check No.	Date	Vendor	Description
\$5,165	55-56-Inv.		8/31/13	Arcadio Flores	Planting and irrigation
\$6,115	55	1196	10/11/13		

The tenants objected to this exhibit on the grounds that there is no business name on the document and no proof of payment. The business name on the invoice was covered up during copying. However, the telephone number and Mr. Flores' email and website information are noted on the bottom of the page.

¹⁰ Ex. No. p. 132

Fire & Safety

The owner provided invoices and proof of payment for work done to the fire exits and back stairways which included service calls regarding repairs to fire doors and the back stairway as follows:

The tenants claimed that the fire/safety work were service calls and is maintenance.

Amount	Ex. No.	Check No.	Date	Vendor	Description
\$2,952.70	57	1187	9/19/13	Lockdown Security	Repair to fire doors & back stairway
\$1,823.71;\$344.04;\$524.95; \$260.05	Inv.58-59;61-66				

The tenants testified that this work constitute maintenance, not capital improvements.

The Hearing Officer made a site inspection of the subject building on March 6, 2015, and observed that the carpet appeared to be installed properly and did not present a tripping hazard, the subject building was painted and landscaped, and there was no broken or cracked glass or any other visible problems with the windows.

3. Change Monthly Base Rent to \$882.00

The Board directed the Hearing Officer to change the tenant's monthly base rent to \$882.00. The tenant was granted an \$18.00 monthly rent reduction case number T13-0218 for loss of access to the building's intercom system, which set his "current" rent at \$882.00. However, the Board directed the Hearing Officer to change the "base" rent to \$882.00, which includes a permanent \$18.00 rent reduction for lack of access to the intercom system.

4. Determine whether a priority 1 or 2 condition existed regarding the electrical problems

Appendix A of the Rent Adjustment Board Regulations, Section 2.7, in effect at the time of this petition, prior to August 1, 2014, states the following:

2.7 Priority 1 Condition: The City of Oakland Housing Code Enforcement Inspectors determine housing condition(s) as a "Priority "1" condition when housing condition (s)(repair(s) are identified as a major hazardous or inhabitable condition(s). A "Priority "1" condition must be abated immediately by correction, removal or disconnection. A Notice to Abate will always be issued."

No Notice to Abate was issued by a City of Oakland Housing Code Enforcement Inspector regarding the electrical condition of the subject property.

2.8 Priority 2 Condition: The City of Oakland Housing Code Enforcement Inspectors determine housing condition (s) repairs(s) as a Priority condition when housing condition(s) repair(s) are identified as major hazardous or inhabitable condition(s) that may be deferred by agreement with the Housing Code enforcement Section.

The tenants did not provide any evidence that a City of Oakland Code Enforcement Inspector determined that there was a priority 1 or 2 condition regarding the electrical condition in the subject building.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Summary of Justification for Rent Increase

Section 8.22.070(H)(c) (i) and (ii) of the Rent Ordinance provides that

(i) If a tenant requests a summary of the amount of the rent increase in excess of the CPI Rent Adjustment, the tenant must do so within 30 days of service of the rent increase notice.

(ii). The owner must respond to the request with a written summary within 15 days after service of the request by the tenant

The tenant has the burden of proof to show that he mailed the request within 30 days of receipt of the notice of the rent increase and the owner has the burden of proof to show that it responded to the request within 15 days. Tenant Geiser testified that he requested a written summary on May 30, 2014, and did not receive the June 11, 2014, response. The owner provided an initial response within the 15 day response period which the tenant denied receiving. The second letter from the owner dated June 25, 2014, states that the first letter was returned to the owner which is why they sent the second letter and referenced an earlier response sent to the tenant on June 13, 2014.

Neither party provided proof of service of mailing. The Hearing Officer found the testimony of the owner representative to be credible and received both parties' letters into evidence, especially since the second letter references the earlier letter of June 11, 2014, which was a timely response to tenant Geiser's letter of May 30, 2014.

The owner would not have known that Geiser did not receive the June 13th letter until it was returned and Ms. Chow's response was a timely response to Geiser's request. The owner's reference to a June 13, 2014, letter was a timely response to Geiser's May 30th letter for clarification. The June 25, 2014, letter which referenced the June 13th first letter was credible, and was sent within 15 days of the return of the owner's initial response of June 13th. The owner sustained its burden of proof in providing a timely response to the tenant's request for a written summary.

2. Review of Capital Improvement Exhibits and Checks

A review of the calculations regarding capital improvement exhibits and checks indicates a difference in the capital improvement expenses from \$169,691 to \$169,805.64, and there is a net difference upward of 12 cents per month per unit. Changes were made beginning on page 6 of the Hearing Decision to correct clerical errors. The evidence supports a capital improvement pass-through of \$169,805.64, or \$188.67 monthly per unit instead of \$188.55.

Mailbox and Entry System

\$5,516.79 is permitted as a capital improvement pass-through for the mailbox and entry system. The old closed loop intercom system was replaced with an electronic system that would provide information to the owner about when and how many visitors the tenant has if he signs up for the system. The closed loop system was in obvious disrepair.

New Carpets

\$20,988 is permitted as a capital improvement pass-through for new carpeting in the subject building. It is the owner's prerogative to determine the color and design of the carpet and the carpeting on the stairs do not present a safety hazard.

Painting

Of the amount requested, \$85,314 of the documented payments for the painting is permitted. The charges of \$1,712.76 from Color Studio, Inc. and \$1,000 for painting the hallway are disallowed. There is no proof of payment for \$1,000. The charge of \$1,712.76 from Color Studio, Inc. was for a re-do and is disallowed. The charge of \$970 for C & E Cleaning Service is disallowed because it falls outside the 24 month period.

The charge of \$5,000 for color consultation was approved in a prior hearing decision in T13-0218 and was not charged to any of the petitioners in that case. This amount is allowed.

Electrical Service

The work done by PG&E was for installation of electrical service to the subject building which is of primary benefit to the tenants and prolongs the useful life of the property, and increases the value of the property because it provides updated electricity. PG&E's Rule 16 does not negate the owner's right to pass this cost on to the tenants. The proof of payment totals \$53,010.28, excluding the \$156.60 for light bulbs, which is a maintenance issue. The amount granted cannot exceed the amount

requested by the owner. The owner requested \$52,831.85, which is allowed as a capital improvement pass-through.

Landscaping

\$5,155 for landscaping is allowed. The owner provided proof of payment in the amount of \$6,115, of which \$475 was for maintenance, which was deducted from the total. The remaining amount of \$5,460 was for removal of debris for an irrigation system and plantings. The amount allowed cannot exceed the amount requested by the owner, which was \$5,155.00.

Although the tenants objected to the invoice because the business name was not visible it appears that the name was inadvertently blocked during copying and the owner's name appears on the bottom of the invoice.

Windows

The claim of \$15,420.04 for the work performed on the windows is disallowed. Tenants Wurms, Wesoloski, and Carlos testified that no work was performed on their windows. Although tenants Hunt, Mathis and Hill testified that work was done on their windows, there is no way to apportion the costs of this work because the invoice for new glazing in the amount of \$4,200 does not separate the cost for the replacement of 21 pieces of glass.

Although tenant Geiser testified that his windows were replaced, the hearing decision in T13-0218 determined that the condition of his windows constituted a habitability condition. The hearing officer found that the tenant had been living with serious defects in his windows since he moved into his unit in May 2011. There were gaps in some of the windows, some of the frames were cracked and were in obvious disrepair. There were visible air gaps around three of the windows in the main room, two of the windows "were fragile in their operation", only some of them had operable counterbalances, and some of the windows did not lock and there was sill damage to all but two of the windows. One of the windows was so badly damaged that it was nailed together and he hardly ever opened it because he thought the glass would fall out.¹¹

The charges of \$1,650, \$6,250 and \$1,245 are for individual units. The \$225 charge is for tenant Geiser's unit, and is a maintenance issue. The \$350 charge for repair of the glass in the back door is a maintenance repair, not a capital improvement.

Fire/Safety

The claim of \$2,952.75 for fire/safety is disallowed. The invoices from Lockdown Security indicate that the work consists of service calls for various repairs to the fire doors and the back stairways.

¹¹ Ex. T13-0218, Geiser v. Chandler Properties, p.5,10

CONCLUSION

The owner met the requirements for a common area capital improvement pass-through totaling \$169,805.64, or \$188.67 monthly per unit. The allowed capital improvement allocation is itemized in the following table:

COMMON AREA CAPITAL IMPROVEMENTS

Effective Date of Increase 8/1/14

Number of Residential Units on Property	15
---	----

Improvements and repairs benefiting all units				
IMPROVEMENT OR REPAIR	DATE COMPLETED	COST ALLOWED	NUMBER OF UNITS BENEFITED	MONTHLY COST PER UNIT
Mail box/entry system	5-10-13	\$ 5,516.79	15	\$ 6.13
Landscaping	8-31-13	\$ 5,155	15	\$ 5.73
Electrical	9-16-13	\$52,831.85	15	\$58.70
Painting	7-30-13	\$85,314	15	\$94.79
Carpet	6/12/13	\$20,988	15	\$23.32
		\$169,805.64		
		TOTAL		\$188.67

A monthly capital improvement pass-through of \$188.67 is granted, effective November 1, 2014.

3. Base Rent

In case no. T13-0218, the tenant was granted a monthly rent reduction in the amount of \$18.00 for lack of access to the building's intercom system which set the tenant's "current" rent to \$882.00. In this case the Board has directed the Hearing Officer to set the tenant's "base" rent to \$882.00, which includes a permanent rent reduction for lack of access to the building's intercom system. The tenant's monthly base rent is \$882.00.

4. Priority 1 or 2 Condition

Based on the Rent Adjustment Board Regulations, Appendix A, Sections 2.7 and

2.8 in effect at the time of the Notice of Change in Terms of Tenancy regarding capital improvement, there was no Priority 1 or 2 condition regarding the electrical condition of the subject building. A copy of the Regulations in effect at the time of the subject tenant petition is enclosed as Exhibit 1 and made a part of this Hearing Decision.

ORDER

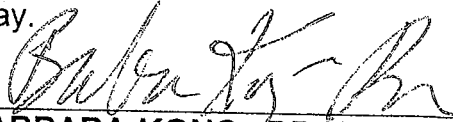
1. The owner responded to the tenant's request for a written summary of the justification for the rent increase in a timely manner.
2. A monthly capital improvement pass-through of \$188.67 is granted.
3. The tenant's base rent is \$882.00, which includes a permanent rent reduction for lack of access to the intercom system.
4. The rent increase for the capital improvement in the amount of \$188.67 is valid effective November 1, 2014. The capital improvement pass-through expires on October 31, 2019.
5. The tenant has underpaid rent in the amount of \$5,471.43, from November 1, 2014, through March 1, 2017.

Tenant Geiser's rent is stated below as follows:

Base Rent	\$ 882.00
Plus capital improvement costs	\$ 188.67
Plus rent underpayments (\$5,471.43/24=\$227.96)	\$ 227.96
Rent payment commencing April 1, 2017, and ending March 31, 2019	\$ 1,298.63

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

Dated: March 7, 2017


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

PROOF OF SERVICE

Case Number T14-0238

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

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

Tenant

Brian Geiser
1906 Jackson St #16
Oakland, CA 94612

Owner

Chandler Properties, Carolyn Chandler
2799 California St
San Francisco, CA 94115

Mimi Johnson-Jacobs
669 Oakland Ave
Oakland, CA 94611

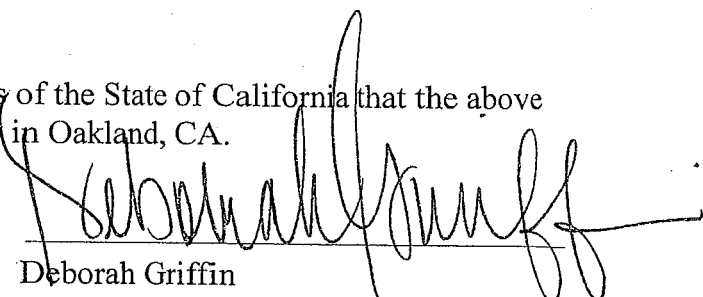
Owner Representative

Della Gutierrez, Black Oak Properties
669 Oakland Ave
Oakland, CA 94611

Diana Dakin, Manager, Chandler Properties
2799 California St
San Francisco, CA 94115

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I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on March 07, 2017 in Oakland, CA.


Deborah Griffin

000070

CITY OF OAKLAND



P.O. BOX 70243, OAKLAND, CA 94612-2043
 Housing and Community Development Department
 Rent Adjustment Program

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

HEARING DECISION

CASE NUMBER:

T14-0227, Mathis v. Chandler
 T14-0235, Wurms v. Chandler Properties
~~T14-0238, Geiser v. Chandler Properties~~
 T14-0240, Wesoloski v. Samantha Chandler
 T14-0241, Hunt v. Chandler Properties
 T14-0245, Carlos v. Chandler Properties
 T14-0242, Hill v. Chandler Properties

PROPERTY ADDRESS:

1906 Jackson Street, Oakland, CA
 Apt. No. 1,4,8,9,12, 5 & 16

DATES OF HEARING:

December 4, 2014
 January 6, 2015
 February 2, 2015
 February 26, 2015
 March 6, 2015

DATE OF SITE INSPECTION:

March 6, 2015

DATE OF DECISION:

June 8, 2015

APPEARANCES

	12/4/14	1/6/15	2/2/15	2/26/15
Tenants				
Jeff Wurms	X	X	X	X
Gary Wesoloski	X	X		X
Joel Mathis	X	X		X
Susan Hill	X	X		X
Brian Geiser	X	X	X	X
Ron Carlos	X		X	X
William/Joyce Hunt	X	X	X	X
Owner/Representative				
Samantha DuVall		X		
Elizabeth Butten	X		X	X
Observer				
Janet Angell	X	X		

SUMMARY OF DECISION

A capital improvement pass-through of \$188.55 monthly is granted for all tenants except tenant Wurms. The decreased service claim of tenant Geiser is denied.

INTRODUCTION

The tenants filed petitions contesting the following rent increases :

Name	Current Rent	Proposed Rent	Effective Date
Mathis	\$1,267	\$1,478	8/1/14
Wurms	\$1,742.53	\$1,953.64	8/1/14
Wesoloski	\$ 893.43	\$1,104.54	8/1/14
	\$ 500	\$ 800 ¹	9/1/11
Hill	\$ 864.96	\$1,076.07	8/1/14
Geiser	\$770.11	varies ²	varies
	\$900	\$946.69	7/1/13 ³
Carlos	763.22	\$ 989.33 ⁴	8/1/14
	763.22	\$ 974.33	9/1/14
Hunt	\$1,086.90	\$1,298.01	8/1/14

The basis for the tenants' petitions is stated in the following Table:

NAME	Increase exceeds CPI	No written summary	No Concurrent RAP notice	Second increase within a 12 month period	Decreased housing service
Mathis	X		X		
Wurms	X	X ⁵			
Wesoloski	X				
Hill	X	X			
Geiser	X	X			
Carlos	X				X
Hunt	X			X	

THE ISSUES

1. Did tenant Mathis receive a notice of the existence of the Rent Adjustment Program concurrently with the notice of the rent increase?

¹ Tenant Wesoloski's petition states, under penalty of perjury, that he first received the RAP notice on 5/15/13

² Landlord response states proposed rent is \$1,111.11 effective 11/1/14

³ This rent increase was disposed of in Hearing Decision T14-0218, Geiser et al. v. Chandler Properties and will not be considered in this hearing

⁴ Includes a onetime pass-through of \$15 for the RAP fee

⁵ A written summary was provided but the tenant contends that it is insufficient

2. Did tenants Wurms, Hill and Geiser request a written summary of the owner's basis for the rent increase? If so, did the owner provide a summary of the justification for the increase?
3. Was the rent increase the second increase within a 12 month period for tenant Carlos?
4. Can tenant Geiser's rent only be increased on his anniversary date?
5. Are the rent increases justified on the basis of capital improvements?

INTRODUCTION

At the start of the hearing tenant Geiser objected to the appearance of Elizabeth Butten for the owner on the ground that her name is not listed on the Landlord Response form. His objection was noted and overruled. Ms. Butten is employed by Chandler Properties and the owner is permitted to bring whoever they want to represent them at the Hearing.

The owner contends that the rent increases are justified on the basis of capital improvements totaling \$189,999, allocated to each tenant at \$211.11 monthly. The costs includes installation of a mailbox and entry system, new carpets, painting, electrical upgrades, landscaping, fire and safety, and window repairs.

Tenant Mathis contends that the rent increase notice states the wrong base rent, and alleges that he first received the RAP notice on May 1, 2014. He stated that he had to get a landline to access the entry system or register for internet cell phone which was inconvenient. The tenants were not consulted about the carpet replacement, and the new carpet is not pleasing to him. He did not get new windows.

Tenant Wurms contends that this is the second rent increase within a twelve month period although he did not check this box on his petition. He stated that he received a rent increase in October 2013 which increased his rent to \$1,742.53 and another rent increase in September 2014 to \$1,968.64 on August 1, 2014, and he has been paying \$1,953.64 for September, October, November and December 2014. He also contends that the owner provided a written summary of the justification for the increase but it was not sufficiently specific.

He further contends that the work on the windows was for specific units, that there was only one window replaced for a common area and there were no window replacements for his unit; that the electrical work was done to improve P.G.E.'s property involving franchise trenching pursuant to PGE Rule 16A 3(d) & (h). He asserts that the painting and the color scheme for the painting was subjective and was not sure how it increased the value of the subject property, and doesn't know what efforts the owner exerted to keep costs down.

Tenant Hill contends that the owner did not provide her with a summary of the justification for the increase despite her written request; there was a capital improvement pass-through in 2013 and the back stairs were a priority 1 condition and the owner is double dipping. She further contends that the color scheme is appalling with no input from the tenants. There was nothing wrong with the prior carpet other than that it was faded.

Tenant Carlos per Susan Hill contends that there is no property manager and no one to contact after business hours. The owner is double dipping for the landscape because she charged a capital improvement for this in 2013 and tenant Carlos was charged \$28.69 monthly in 2013 and is being charged again.

~~Tenants William and Joyce Hunt contend that the capital improvements have not really enhanced their life, and they were inconvenienced because of water shutoffs and the scaffolding, and the new meters that were installed were done because of a code violation. They also contend their windows were painted shut, the mail boxes and the entry system are new but his system worked fine, the landscaping has not affected their life, the carpet was faded, and the upgrades are cosmetic. The electrical upgrades have not improved their unit.~~

Tenant Geiser contends that his anniversary date is November and no rent increase may be imposed until his anniversary date. He contests the rent amounts and states that there are different numbers for his proposed rent and effective dates of the new rent amount. He also claims decreased housing services and contests the restoration of a 2% rent increase in the amount of \$18.00 by the owner for entry vestibule communication which was decided in T13-0218 in which the hearing officer granted an \$18.00 rent decrease for lack of access by the tenant to the intercom system. He further contends that the owner must obtain bids as well as invoices and receipts and proof of payment for the work done.

EVIDENCE

RAP Notice

Tenant Mathis' petition, states under penalty of perjury, that he first received the RAP notice in May 2011, and that he also received the RAP notice concurrent with the notice of rent increase on May 1, 2014. This was also confirmed at the Hearing. He testified that his base rent is \$1,267 monthly, not \$1,224.00, which was the amount stated in the Notice of Change of Terms of Tenancy.

Second Rent Increase within 12 Month Period

Tenant Wurms-Tenant Wurms testified that in September 2013 his rent was \$1,650.00 and increased to \$1,742.53 in October 2013. In September 2014 his rent was increased to \$1,953.64. After the Hearing in December 2014 he spoke to Ms. Duvall

and received a refund for two months of rent payments. He testified that \$860.00 was the balance in January 2015, and that Ms. Duval agreed to reimburse him for the balance.

Tenant Carlos-Tenant Carlos testified that his monthly rent was \$763.22 and increased to \$989.33 on August 1, 2014, and then to \$974.33 on September 1, 2014. The August rent payment included a payment of \$15.00 for the Rent Adjustment Program (RAP) fee. The Notice of Change of Terms of Tenancy dated May 1, 2014, to tenant Carlos states that the \$15.00 charge is a one time only rent payment which includes the annual Rent Board fee. The two charges are stated below as follows:

763.22	\$ 989.33 ⁶	8/1/14
763.22	\$ 974.33	9/1/14

~~Written Summary of Justification for Rent Increase~~

Tenant Hill-Tenant Hill testified that she did not send a written request to the owner for a summary of the justification for the increase.

Tenant Wurms-Tenant Wurms testified that he received a summary of the justification for the increase from the owner but that it was not sufficiently specific and he requested receipts and invoices. He initially emailed the owner on July 9, 2014, requesting further documentation other than the written summary which had already been provided with the notice of the rent increase on May 1, 2014.⁷

Tenant Geiser-Tenant Geiser testified that he requested a written summary of the justification for the rent increase from the owner on May 30, 2014.⁸ The letter states in part:

"Issue 2 Capital Improvements

I request a correct itemization. Some maintenance items listed represents a group of contracted entities. This in addition to other possibly more singularly listed maintenance items need more delineation to meet your stated "benefitting all units" definition, and to possibly meet the more extensive requirements of the Rent Adjustment Program regarding 'capital improvements'".

Brian Geiser
1906 Jackson St., #16
Oakland, CA 94612
Currently no telephone."

⁶ Includes a onetime pass-through of \$15 for the RAP fee

⁷ Ex. Nos. 58-59

⁸ Ex. Nos. 60-61

The owner responded via a letter dated June 11, 2014.⁹ The letter states in part:

"Regarding your second request, our Accounting Department followed the instructions on the Rent Board website to calculate this year's increase. Please give them a call directly if you have any further questions.

Thank you,
Jennifer Chow
Chandler Properties Accounting Manager."

The tenant denied that he received the letter dated June 11, 2014, and stated that there is no proof of service of mailing of this letter from the owner to him.

The owner sent a second letter dated June 25, 2014, which states the same content as the June 11, 2014, with the following addition:

"1st letter mailed on June 13th and was returned. 2nd letter mailed June 25."¹⁰

Anniversary Date & Notice of Change in Terms of Tenancy

Tenant Geiser testified that his anniversary date is November 1, 2013, and that his rent may only be increased in November. The rent increase notice was purportedly effective in October 2014. He also testified that the dates on his notice for the rent increase stated different dates and amounts.

Tenant Geiser received two rent increases notices. The first notice was dated May 1, 2014, and stated a base rent of \$918.00. The notice states the following

"Base Rent	\$900.00
2% Intercom reduction ended 7/31/14	\$18.00
New Base Rent	\$918.00
Capital Improvement 8/1/14-7/31/19	\$211.11
Total Remittance	\$1,129.11
Less Decrease in services for window credit-11/1/13 -10/31/14	-\$111.89
New Total Remittance 8/1/14-10/31/14	\$1,017.22
One time only rent payment	
New monthly total	\$1,017.22
Add annual Rent Board fee	\$15.00
August 1, 2014 payment	\$1,032.22

On September 1, 2014 and October 1, 2014, pay your new monthly remittance amount of \$1,017.22. November 1, 2014, begin paying the new remittance of \$1,129.11

⁹ Ex. Nos. 62-64

¹⁰ Ex. Nos. 62-64

The second notice was dated June 11, 2014, and stated the base rent was \$900, and states the following:

"Base Rent	\$882.00
2% Intercom reduction ended 8/31/14	\$ 18.00
New Base Rent	\$900
Capital Improvement 9/1/14-8/3/19	\$211.11
Total Remittance	\$1,111.11
Less Decrease in Services for windows 11/1/13-10/31/14 per T13-0218	(\$111.89)

One Time Only Rent Payment:	
New Monthly total	\$999.22
Add annual Rent Board Fee	\$ 15.00
9/1/14 Payment	\$1,014.22

On October 2, 2014, pay your new monthly remittance amount of \$999.22.
November 1, 2014, begin paying the new remittance of \$1111.11.¹¹

The owner provided the following summary of the justification for the capital improvements to all the tenants together with the Notice of Change in Tenancy :

CAPITAL IMPROVEMENTS¹²

Effective Date of Increase 1-Aug-14
Number of Residential Units on Property

<u>Improvements and repairs benefitting all units</u>				
IMPROVEMENT OR REPAIR	DATE COMPLETED	COST ALLOWED	NUMBER OF UNITS BENEFITTED	COST PER UNIT
Mail box and Entry System	5/10/13	\$ 5,651.79	15	\$6.28
New Carpets	6/12/13	\$20,988.00	15	\$23.32
Painting	7/31/13	\$87,026.26	15	\$96.70
Electrical upgrade	11/27/13	\$52,831.85	15	\$58.70
Landscaping	10/1/13	\$5,155.00	15	\$5.73
Fire & Safety	9/13/13	\$2,925.75	15	\$3.25
Windows	12/18/13	\$15,420.04	15	\$17.13
Subtotal				\$211.11

¹¹ Ex. No. 62-64; 96-97

¹² Ex. No. 2

000077

COMMON AREA CAPITAL IMPROVEMENTS

The owner provided the following summary of expenses for installation of a mailbox and linear telephone entry system, new carpets, painting of the interior and exterior of the building, an electrical upgrade, landscaping, fire and safety, and windows.

Mail Box and Linear Telephone Entry System \$5,516

Amount	Ex. No.	Check No.	Date	Vendor	Description
\$3,518.73	11-12	Inv./Cont.		Reed Brothers Security	Contract for Installation of mail boxes
\$3996.10	13-14	Inv./Cont.		"	Contract for Installation of linear phone entry system
\$3,757.42	10	1119	3/25/13	"	
\$1,759.35	9	1132	5/10/13	"	

Carpet

The tenants testified that there was no need to replace the carpet and that it was just faded from the sun, and the new carpet was not properly installed and the pattern is not aesthetically pleasing. They provided photos of the carpet.¹³

The owner provided documentation totaling \$20,988.00 for replacement of the carpet in the subject building.

Amount	Ex. No.	Check No.	Date	Vendor	Description
\$20,999	18		5/16/13	Carpet Contractors, Inc.	Contract for installation of common area carpet-hallway/stairs
\$10,494	9	1142	6/12/13	"	
\$10,494	9	1134	5/22/13	"	

Painting

The tenants objected to painting over the brick, and the manner in which the painting work was performed.¹⁴ They provided photos of the subject building during the painting of the interior, which showed spots in the ceilings of stair level 1 and 1/3 landing, 2 and 1/3 landing, 2, and 3, and exterior stairs.¹⁵

The owner provided the following documentation totaling \$87,026.26 for painting the exterior and interior of the building.

¹³ Ex. No. pp. 102-103

¹⁴ Ex. No. p. 85

¹⁵ Ex. No. pp.83-84; 103-104

Amount	Ex. No.	Check No.	Date	Vendor	Description
\$5,000	22-23; 123	Inv.	10/16/12	Color Studio	Painting color consultation- Interior/Exterior
\$ 5,123.00	21	1096	12/17/12	Color Studio	"
\$ 1,712.76	28-29	Inv./1198	7/12/13	"	Re-do of deliverables
\$14,580	24;25	Inv/1144/bid	5/23/13;6/13/13	Far West	Paint hallway
\$ 1,000	31	Inv.	6/23/13	"	"
\$49,611	32-33	Inv./bid	6/23/13	"	Paint exterior
\$24,805.50	34	1166	7/30/13	"	"
\$25,805.50	30;45	1152	7/15/13	"	"
\$15,000	27	Inv.	6/12/13	R&R Scaffolding	Scaffolding
\$15,000	26	1153	7/10/13	"	"
\$ 970	125	Inv.	5/21/12	C&E Cleaning Service	Paint basement, install bicycle rack, laundry counter top and floor paint; labor

The tenants contend that the charge of \$5,123.00 for the color consultation is a double dip, and that the owners passed this charge through in a prior rent increase, which was contested and granted in hearing decision, in T13-0218. A review of this hearing decision indicates that the hearing officer granted the owner \$5,123.00 for color consultation which affected only tenant Perry. No capital improvement pass-through was granted for this item to any of the tenants in the current proceeding.

PGE-Electric Service

The owner provided documentation of \$52,831.85 for electrical upgrades to the subject building as follows:

Amount	Ex. No.	Check No.	Date	Vendor	Description
\$17,053.25	36-42	1098	12/12/12	P.G.&E	Installation of electrical service
\$26,700	46-48	Inv.	5/24/13 6/17/13	Canning Electric, Inc.	Electrical Upgrade
\$6,625	45	1149	6/27/13	"	"
\$14,160	47	1160	7/26/13	"	"
\$1,860.03	53	1214	11/27/13	:	"
\$13,312	50	1190	9/16/13	"	"
\$156.60	43-44	1110	2/28/13	"	Light bulbs

The owner applied to P.G.E. for installation of electrical service to the subject building. The costs include: overhead or underground service conductors, poles, service transformers, connection fittings, service pipe, valves, service connections, and other PG&E owned service equipment, as detailed in Gas and electric Rule 16. This Rule provides that for a service extension, service facilities installed under the provisions of this rule shall be owned, operated and maintained by P.G.&E if they are (a) located in the street, road or Franchise Area of PG&E, installed by PG&E under Section D.2 below

on Applicant's premises for the purpose of the delivery of electric energy to Applicant, or (c) installed by Applicant under the provisions of this rule, and conveyed to PG&E.

Responsibilities for New Service Extensions, D.2(a) Service, Meter and Transformer. PG&E will furnish, install, own and maintain the following Service Facilities as applicable after Applicant meets all requirements to receive service.

- 1) Underground Service
- 2) Riser Materials
- 3) Overhead Service

A franchise area is defined in Rule 16 (H) as a public street, road, highway, and other public ways and places where PG&E has a legal right to occupy under franchise agreements with governmental bodies having jurisdiction.

~~The electrical upgrade work for installation of electrical service was performed by Canning Electric, Inc., which included larger grounding for 600 Amp service, digging a deeper trench to accommodate deeper P.G.E. service, and upgrading 400 AMP meters to 600 AMP.~~

Windows

The owner testified that work was performed on all the windows, and there were woodwork repairs done to all the windows on the exterior. The owner submitted invoices totaling \$15,420.04. The owner provided invoice 3040, dated July 31, 2013, totaling \$13,825.04 which states the following¹⁶:

"Repair Locks and Ropes in 3 units prior to paint work at 1906 Jackson Street, Oakland,	\$1,650
Replace 21 pieces of glass all around where broken. New glazing	\$4,200
Furnish and install 7 new Wood Casement windows in bathrooms West side and Top unit DH	\$6,250
Permit fee for window work	\$ 525
Administration of Permit and Drafting shop drawings for permit	\$ 225
Custom fabrication of Brick mold for missing window trim. Special knives and materials only	\$ 750
Special Weathers tripping, interior paint, hardware, Blind repair Unit 16 Brian	\$ 225

¹⁶ Ex. No. 72a

The owner submitted a second invoice totaling \$1,245.00 for the following¹⁷:

- Furnish and install 1 new fabricated wood sash lower for Unit 14 living room lower sash Re Rope 6 window in Unit 14, where no operable especially bedroom
- Adding locks
- Custom cut the missing brick mold on exterior where missing. Paint and install and touch up

The owner provided a third invoice which totaled \$350.00 for repair of two pieces of glass in the back door.¹⁸

Amount	Ex. No.	Check No.	Date	Vendor	Description
13,825	67-68- Inv.	1172	8/8/13	AFAR	Repairs;re-glazing; replacement
1,245	60-Inv.	1208		"	
350	71-72	1224	11/12/13	"	Repair windows-back door

Tenant Hunt stated that almost all the windows had to be re-glazed, and several windows had to be replaced because panes were broken due to the scaffolding. Tenant Woeleski stated that he did not get new windows and he was unable to open several of his windows. Tenant Mathis testified that some work may have been done on the outside of his windows. Tenant Hill testified that she had work done to her windows. Tenant Geiser testified that work was done to his windows based on a finding in a prior hearing decision, T13-0218, that the condition of most of his windows constituted a habitability violation. Tenant Wurms testified that none of the work on the windows was for his unit.¹⁹ Tenant Hunt stated that almost all the windows had to be re-glazed, and several windows had to be replaced because panes were broken due to the scaffolding.

Tenant Wurms testified that invoice 3040 includes an amount to furnish and install 7 new wood casement windows for the west side top unit, weather stripping for unit 16, and repair locks and ropes in 3 units but does not specify which unit. It also states "replace 21 pieces of broken glass", but is unspecified as to which unit.

Amount	Ex. No.	Check No.	Date	Vendor	Description
\$ 13,825	67-68- Inv.	1172	8/8/13	AFAR	Repairs;re-glazing; replacement
1,245	60-Inv.	1208		"	
350	71-72	1224	11/12/13	"	Repair windows-back door

¹⁷ Ex. No. 70

¹⁸ Ex. No. 72

¹⁹ Ex. No. p. 132

Landscaping

The owner provided an invoice from Arcadio Flores for landscaping totaling \$5,640.00, which included repair of a broken lateral pipe, installation of an irrigation system, hauling debris, and installation of plantings. The amount of the capital improvement pass-through request was \$5,165. \$475 was discounted as maintenance,

Amount	Ex. No.	Check No.	Date	Vendor	Description
\$5,165	55-56-Inv.	1196	8/21/13	Arcadio Flores	Planting and irrigation

The tenants objected to this exhibit on the grounds that there is no business name on the document and no proof of payment. The business name on the invoice was covered up during copying. However, the telephone number and Mr. Flores' email and website information are noted on the bottom of the page.

Fire & Safety

The owner provided invoices and proof of payment for work done to the fire exits and back stairways which included service calls regarding repairs to fire doors and the back stairway as follows:

The tenant claim that the fire/safety work were service calls and is maintenance.

Amount	Ex. No.	Check No.	Date	Vendor	Description
\$2,925.75	57	1187	9/19/13	Lockdown Security	Repair to fire doors and back stairs
	58-66		Various	"	"

The tenants testified that this work constitute maintenance, not capital improvements.

The Hearing Officer made a site inspection of the subject building on March 6, 2015, and observed that the carpet appeared to be installed properly and did not present a tripping hazard, the subject building was painted and landscaped, and there was no broken or cracked glass or any other visible problems with the windows.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

RAP Notice

Tenant Mathis-Tenant Mathis stated that he has received the required RAP notices. Therefore, his claim that he has not received the RAP notice concurrent with the rent increase notice is denied. All other tenants received the required RAP notices which is further evidence that the owner provided the required notices.

Second Rent Increase within a 12 Month Period

Tenant Wurms-Tenant Wurms did not allege this claim in his petition. However, the owner acknowledged during the Hearing that this rent increase was a second increase within a 12 month period and he has resolved the issue of over payments with Ms. Duval. However, since this current increase constitutes a second increase within a twelve month period, it is invalid. The owner may not increase the tenant's rent until she provides a new notice of rent increase in compliance with the RAP Ordinance.

Tenant Carlos-There was no second rent increase within a 12 month period. Tenant Carlos received a onetime charge of \$15.00, which represents his one-half share of the \$30 charge for the RAP program.

Section 8.22.070 (D), entitled Pass-through of Fee states: "An owner may pass-through one half of the fee to a tenant in accordance with Section 822.500G. ~~The allowed fee pass-through shall not be added to the rent to calculate the CPI Rent Adjustment or any other rent adjustment and shall not be considered a rent increase~~ (emphasis added). This charge does not constitute a rent increase, and this claim is denied.

Summary of Justification for Rent Increases

Section 8.22.070(H)(c) (i) and (ii) of the Rent Ordinance provides that

(i) If a tenant requests a summary of the amount of the rent increase in excess of the CPI Rent Adjustment, the tenant must do so within 30 days of service of the rent increase notice.

(ii). The owner must respond to the request with a written summary within 15 days after service of the request by the tenant.

Tenant Hill did not make a written request to the owner for a summary of the justification for the rent increase and her claim is denied.

Tenant Wurms did not make a written request for a summary until July 9, 2014. He received the notice of the rent increase on May 1, 2014, which is more than thirty days after service of the rent increase notice.

Furthermore, the owner is not required to provide invoices and receipts in response to a written request for a summary of the justification for a rent increase. Tenant Wurms' written request is untimely and the summary provided by the owner complies with the Rent Ordinance. However, because the rent increase notice constitutes a second rent increase within a 12 month period the increase is invalid on those grounds.

Tenant Geiser testified that he requested a written summary on May 30, 2014, and did not receive the June 11, 2014, response. However, the owner's initial response was dated within the 15 day response period and the second letter dated

June 25, 2014, states that the first letter was returned to the owner which is why they sent the second letter. Neither party provided proof of service of mailing or a postmark. The Hearing Officer received both parties' letters into evidence, especially since the second letter references the earlier letter of June 11, 2014, which was a timely response to tenant Geiser's letter.

The summary provided by the owner complies with the Rent Ordinance. The claim of tenant Geiser is denied.

Capital Improvements: A rent increase in excess of the C.P.I. Rent Adjustment may be justified by capital improvement costs.²⁰ Capital improvement costs are those improvements which materially add to the value of the property and appreciably prolong its useful life or adapt it to new building codes. Normal routine maintenance and repair is not a capital improvement cost, but a housing service cost.²¹

The improvements must primarily benefit the tenant rather than the owner. Capital improvement costs are to be amortized over a period of five years, divided equally among the units which benefited from the improvement. The reimbursement of capital expense must be discontinued at the end of the 60-month amortization period.²²

An expense must pass three tests to meet the threshold definition of a Capital Improvement cost:

- (1) It must materially add to the value of the property
AND
- (2) It must either
 - A. Appreciably prolong the useful life of the property or
 - B. Adapt it to new building codesAND
- (3) It must primarily benefit the tenant

Although the rules for capital improvement pass-throughs have changed effective August 1 2014, the costs incurred in this case occurred prior to August 1, 2014. A rent increase based upon capital improvements will only be given for those improvements which have been completed and paid for within 24 months prior to the date of the proposed rent increase. Furthermore, no more than 12 months of capital improvement costs may be passed on to a tenant in any 12-month period.²³ The 24 month period prior to the proposed effective date of the increases began on November 2012. There is no requirement for the owner to obtain bids and there is no evidence that the costs are higher than industry standards. The expenses which qualify for consideration within the relevant time period are the following:

²⁰ O.M.C. Section 8.22.070(C)

²¹ Regulations Appendix, Section 10.2.2(5)

²² Regulations Appendix, Section 10.2

²³ Regulations Appendix, Section 10.2.1

Mailbox and Entry System

\$5,652 is permitted as a capital improvement pass-through for the mailbox and entry system. The old closed loop intercom system was replaced with an electronic system that would provide information to the owner about when and how many visitors the tenant has if he signs up for the system. The closed loop system was in obvious disrepair.

New Carpets

\$20,988 is permitted as a capital improvement pass-through for new carpeting in the subject building. It is the owner's prerogative to determine the color and design of the carpet and the carpeting on the stairs do not present a safety hazard.

Painting

Of the \$87,206 requested, \$85,190 of the documented payments for the painting is permitted. The charges of \$5,000 and \$1,712.76 from Color Studio, Inc. and \$1,000 for painting the hallway are disallowed. The charge of \$5,000 for color consultation was approved in a prior hearing decision in T13-0218 and was not charged to any of the current petitioners. This amount is allowed. The charge of \$1,712.76 from Color Studio, Inc. was for a re-do and is disallowed. The charge of \$970 for C & E Cleaning Service is disallowed because it falls outside the 24 month period.

Electrical Service

The work done by PG&E was for installation of electrical service to the subject building which is of primary benefit to the tenants and prolongs the useful life of the property, and increases the value of the property because it provides updated electricity. PG&E's Rule 16 does not negate the owner's right to pass this cost on to the tenants. The proof of payment totals \$53,010, excluding the \$156.60 for light bulbs, which is a maintenance issue. The checks total \$53,010 and the owner requested \$52,831.85, which is allowed as a capital improvement pass-through.

Amount	Ex. No.	Check No.	Date	Vendor	Description
\$17,053.25	36-42	1098	12/12/12	P.G.&E	Installation of electrical service
\$26,700	46-48	Inv.	5/24/13 6/17/13	Canning Electric, Inc.	Electrical Upgrade
\$6,625	45	1149	6/27/13	"	"
\$14,160	47	1160	7/26/13	"	"
\$1,860.03	53	1214	11/27/13	:	"
\$13,312	50	1190	9/16/13	"	"

Landscaping

The claim of \$5,165 for landscaping is allowed. The owner provided proof of payment in the amount of \$6,115, of which \$475 was for maintenance. This amount

was deducted from the claim. The remaining amount was for removal of debris for an irrigation system and plantings. Although the tenants objected to the invoice because the business name was not visible it appears that the name was inadvertently blocked during copying and the owner's name appears on the bottom of the invoice.

Ms. Hill stated that tenant Carlos was being charged twice for the same capital improvements, in 2013, pursuant to the prior hearing decision in T13-0218 et al, Geiser et al. v. Chandler Properties. However, tenant Carlos was not part of this case, and he did not contest the rent increase in 2013. Furthermore, there is no objective evidence of a double charge for the same capital improvement. Therefore, this claim is denied.

Windows

The claim of \$15,420.04 for the work performed on the windows is disallowed. ~~Tenants Wurms, Wesoloski, and Carlos testified that no work was performed on their windows.~~ Although tenants Hunt, Mathis and Hill testified that work was done on their windows, there is no way to apportion the costs of this work because the invoice for new glazing in the amount of \$4,200 does not separate the cost for the replacement of 21 pieces of glass.

Although tenant Geiser testified that his windows were replaced, the hearing decision in T13-0218 determined that the condition of his windows constituted a habitability condition. The hearing officer found that the tenant had been living with serious defects in his windows since he moved into his unit in May 2011. There were gaps in some of the windows, some of the frames were cracked and were in obvious disrepair. There were visible air gaps around three of the windows in the main room, two of the windows "were fragile in their operation", only some of them had operable counterbalances, and some of the windows did not lock and there was sill damage to all but two of the windows. One of the windows was so badly damaged that it was nailed together and he hardly ever opened it because he thought the glass would fall out.²⁴

The charges of \$1,650, \$6,250 and \$1,245 are for individual units. The \$225 charge is for tenant Geiser's unit, and is a maintenance issue. The \$350 charge for repair of the glass in the back door is a maintenance repair, not a capital improvement.

Fire/Safety

The claim of \$2,952.75 for fire/safety is disallowed. The invoices from Lockdown Security indicate that the work consists of service calls for various repairs to the fire doors and the back stairways.

CONCLUSION

The owner met the requirements for a common area capital improvement pass-through totaling \$169,691.00. These capital improvements add value to the entire

²⁴ Ex. T13-0218, Geiser v. Chandler Properties, p.5,10

building, prolongs the useful life of the subject building and the tenants primarily benefit from the improvements to the painting, carpet, electrical service, mailbox entry system and landscaping. Although the tenants testified that they were not consulted about any of the capital improvements, the owner is not required to do so. Moreover, the Rent Ordinance does not require the owner to obtain three bids for the work done and there is no objective evidence that the costs were excessive. The owner is entitled to a capital improvement pass-through to the tenants for the common area improvements. The allowed capital improvement allocation is itemized in the following table:

COMMON AREA CAPITAL IMPROVEMENTS

Effective Date of Increase

8/1/14

Number of Residential Units on Property 15

Improvements and repairs benefiting all units				
IMPROVEMENT OR REPAIR	DATE COMPLETED	COST ALLOWED	NUMBER OF UNITS BENEFITED	MONTHLY COST PER UNIT
Mail box/entry system	5-10-13	\$ 5,516	15	\$ 6.13
Landscaping	8-31-13	\$ 5,165	15	\$ 5.74
Electrical	9-16-13	\$52,832	15	\$58.70
Painting	7-30-13	\$85,190	15	\$94.65
Carpet	6/12/13	\$20,988	15	\$23.32
		\$169,691		
		TOTAL		\$188.55

Ms. Hill stated that tenant Carlos was being charged twice for the same capital improvements, in 2013, pursuant to the prior hearing decision in T13-0218 et al, Geiser et al, v. Chandler Properties. However, tenant Carlos was not part of this case, and he did not contest the rent increase in 2013. Furthermore, there is no objective evidence of a double charge for the same capital improvement. Therefore, this claim is denied.

A monthly capital improvement pass-through of \$188.55 is granted.

Decreased Housing Services-Brian Geiser

Tenant Geiser's claim regarding the intercom entry system is denied. This issue was considered in case T13-0218, and the Hearing Officer who granted a 2% rent decrease, stated the following:

"The tenant is also entitled to access to the new intercom system with his 415 telephone number....

Should the tenant be unwilling to provide the owner with his 415 telephone number to program into the system within 30 days of this order, the tenant will not be entitled to an ongoing rent deduction for the intercom system".

The tenant knowingly and voluntarily discontinued his 415 telephone number after the issuance of the hearing decision in October 2013 despite his knowledge that the intercom system requires the use of his cell phone number. Therefore, he is not entitled to an ongoing rent reduction.

ORDER

1. Tenant Mathis received the RAP notice concurrently with the Notice of Change in Terms in Tenancy on May 1, 2014. His base rent when he received the notice of the rent increase was \$1,267.00 monthly, not \$1,224.00.

2. Tenant Wurms received a rent increase twice within a 12 month period and no rent increase is permitted at this time. He has resolved the issue of back rent with the owner. His base rent remains \$1,742.53 monthly.

3. Tenant Carlos did not receive a rent increase twice within a 12 month period. The first rent increase notice included the \$15.00 RAP fee, which is not rent.

4. Tenant Hill did not request a written summary of the justification for the rent increase and this claim is denied.

5. Tenant Geiser requested a written summary of the justification for the rent increase and the owner responded to the request in a timely manner. A rent increase may be imposed any time after the tenant's anniversary date as long as it has been 12 months since the last valid rent increase.²⁵

6. A monthly capital improvement pass-through of \$188.55 is granted for all tenants except tenant Wurms. The rent increase for each tenant is shown in the following Table.

Tenant	Current Rent	C.I. Common	New Rent
Mathis	\$1,267	\$188.55	\$1,455.55
Wurms	\$1,742.53	0	\$1,742.53
Wesoloski	\$893.43	\$188.55	\$1,081.98
Hill	\$864.96	\$188.55	\$1,053.51

²⁵ Lister v. Lannane, T04-0073

Carlos	\$763.22	\$188.55	\$ 951.77
Hunt	\$1,086	\$188.55	\$1,274.55
Geiser	\$900	\$188.55	\$1,088.55

7. The rent increases are valid effective August 1, 2014, except for tenant Wurms, whose base rent remains \$1,742.53. The capital improvement pass-through expires on July 31, 2019.

8. Tenant Mathis' rent is stated below as follows:

New Base Rent	\$ 1,455.55
Plus rent underpayments totaling \$2,074.05/12=\$172.84	\$ 172.84
Rent payment commencing July 1, 2015 and ending June 1, 2016	\$ 1,628.39

9. Tenant Wesoloski's rent is stated below as follows:

New Base Rent	\$ 1,081.55
Plus rent underpayments totaling \$2,074.05/12=\$172.84	\$ 172.84
Rent payment commencing July 1, 2013 and ending June 1, 2016	\$ 1,254.39

10. Tenant Hill's rent is stated below as follows:

New Base Rent	\$ 1,053.51
Plus rent underpayments totaling \$2,074.05/12=\$172.84	\$ 172.84
Rent payment commencing July 1, 2015 and ending June 1, 2016	\$ 1,226.35

11. Tenant Geiser's rent is stated below as follows:

New Base Rent	\$ 1,088.55
Plus rent underpayments totaling \$2,074.00-Minus \$111.89 for September and October 2014 for past decreased housing services= \$223.78=\$1,850.22/12	\$ 154.19
Rent payment commencing July 1, 2015 and ending June 1, 2016	\$ 1,242.74

6. Tenant Carlos' rent is stated below as follows:

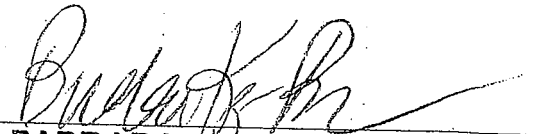
New Base Rent	\$ 951.77
Plus rent underpayments totaling \$2,074.05/12=\$172.84	\$ 172.84
Rent payment commencing July 1, 2015 and ending June 1, 2016	\$ 1,124.61

12. Tenant Hunt's rent is stated below as follows:

New Base Rent	\$ 1,275.45
Plus rent underpayments totaling \$2,074.05/12=\$172.84	\$ 172.84
Rent payment commencing July 1, 2015 and ending June 1, 2016	\$ 1,448.29

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: June 8, 2015



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

PROOF OF SERVICE

Case Number T14-0238

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

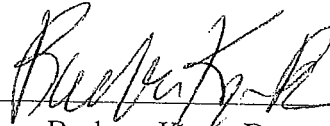
Today, I served the attached Hearing Decision by placing a true copy of it in a sealed envelope in City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California, addressed to:

Tenant

Brian Geiser
1906 Jackson St #16
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 June 08, 2015 in Oakland, CA.



Barbara Kong-Brown
Oakland Rent Adjustment Program

000091

PROOF OF SERVICE

Case Number T14-0238

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

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

Owner

Chandler Properties, Carolyn Chandler
2799 California St
San Francisco, CA 94115

Owner Representative

Diana Dakin, Manager
2799 California St
San Francisco, CA 94115

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 June 08, 2015 in Oakland, CA.



Barbara Kong-Brown

Oakland Rent Adjustment Program

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RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2017 MAR 10 AM 11:01
For date stamp.



CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
P.O. Box 70243
Oakland, CA 94612-0243
(510) 238-3721

APPEAL

Appellant's Name Mimi Johnson-Jacobs		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) 1906 Jackson Street, Apartment #16, Oakland, CA 94612			
Appellant's Mailing Address (For receipt of notices) 669 Oakland Avenue Oakland, CA 94611		Case Number T15-0428	Date of Decision appealed
Name of Representative (if any) Della Gutierrez		Representative's Mailing Address (For notices) 669 Oakland Avenue Oakland, CA 94611	

Please select your ground(s) for appeal from the list below. As part of the appeal, an explanation must be provided responding to each ground for which you are appealing. Each ground for appeal listed below includes directions as to what should be included in the explanation.

- 1) There are math/clerical errors that require the Hearing Decision to be updated. *(Please clearly explain the math/clerical errors.)*
- 2) Appealing the decision for one of the grounds below (required):
 - a) The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations or prior decisions of the Board. *(In your explanation, you must identify the Ordinance section, regulation or prior Board decision(s) and describe how the description is inconsistent.)*
 - b) The decision is inconsistent with decisions issued by other Hearing Officers. *(In your explanation, you must identify the prior inconsistent decision and explain how the decision is inconsistent.)*
 - c) The decision raises a new policy issue that has not been decided by the Board. *(In your explanation, you must provide a detailed statement of the issue and why the issue should be decided in your favor.)*
 - d) The decision violates federal, state or local law. *(In your explanation, you must provide a detailed statement as to what law is violated.)*
 - e) The decision is not supported by substantial evidence. *(In your explanation, you must explain why the decision is not supported by substantial evidence found in the case record.)*

For more information phone (510)-238-3721.

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- f) I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. (In your explanation, you must describe how you were denied the chance to defend your claims 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.)
- g) The decision denies the Owner a fair return on my investment. (You may appeal on this ground only when your underlying petition was based on a fair return claim. You must specifically state why you have been denied a fair return and attach the calculations supporting your claim.)
- h) Other. (In your explanation, you must attach a detailed explanation of your grounds for appeal.)

Submissions to the Board are limited to 25 pages from each party. Please number attached pages consecutively.
 Number of pages attached: 1

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 March 10, 2017, 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>	Brian Geiser
<u>Address</u>	1906 Jackson Street, Apartment #16
<u>City, State Zip</u>	Oakland, CA 94612
<u>Name</u>	
<u>Address</u>	
<u>City, State Zip</u>	

	
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510)-238-3721.

T15-0428 Grounds for Appeal

Item 2 – A & B

Brian Geiser moved into 1906 Jackson in May of 2011 at a rent of \$900 per month. In 2013, he filed petition T13-0218, alleging a right to a rent reduction because of the installation of a new, telephone-based intercom system in the building, and “unnecessary” capital improvements. RAP granted Geiser a **temporary rent reduction** until the owner added petitioner’s 415 area code telephone number to the intercom system. **Petitioner provided a telephone number which the owner programmed into the intercom.**

1. On October 4, 2013, RAP issued a decision in T13-0218 temporarily reducing the tenant’s rent from \$900 to \$882, with the overpayments being credited through October 2014, after which the tenant’s rent reverted to \$900.
2. On June 8, 2015, RAP issued a decision in T14-0268 granting a capital improvement pass-through in the amount of \$188.55, which increased the tenant’s rent through July 31, 2019, to \$1,088.55. This decision required the tenant to make up for adjusted underpayments and make rent payments from July 1, 2015, through June 2016 in the amount of \$1,242.74, after which the monthly rent reverted to \$1,088.55 through July 2019.
3. On December 3, 2015, in T15-0428 an administrative decision rendered a proposed increase to \$945 invalid but erroneously disregarded the decision in T14-0238 setting his rent at \$1,242.75 through July 2016, after which it reverted to \$1,088.55 through July 2019. The October 27, 2016, appeal decision erroneously remanded the matter to staff or a hearing officer to return the base rent to \$882. However, it does not appear this erroneous remand was completed by staff or a hearing officer.
4. On September 13, 2016, in T16-0257, another erroneous decision was issued stating the tenant’s rent was \$945.90 per month and the tenant ordered to pay the underpaid \$191.70 for September through November 2016. The correction of clerical error issued on October 5, 2016, failed to correct the rent to \$1,088.55, or the remaining clerical errors.

Item 2-E

T15-0428 decision on remand lacks substantial evidence for the decision, ignores Geiser’s testimony under oath re providing his telephone number, and fails to address or decide other items listed in the original petition(s) forcing the parties to file additional paperwork. The explanation did not support the decision(s) on remand or offer supporting substantial evidence.

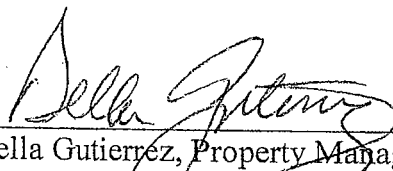
After nearly six (6) years, and many reams of paper, Mr. Geiser pays twelve dollars (\$12) less per month than he did when he moved in in 2011. Appellant seeks relief from the board’s most recent order, and a hearing consolidating and resolving all unanswered issues and questions about Mr. Geiser’s tenancy at 1906 Jackson Street in Oakland.

COPY

Sent w/ tenant copy

PROOF OF SERVICE

I am resident of the State of California at least eighteen years of age. Today, I served the attached RAP Appeal Document for case T15-0428 by USPS mail, a true copy of the document in a sealed envelope addressed to, Brian Geiser 1906 Jackson Street Apartment #16, Oakland CA. 94612. I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on March 10, 2017, in Oakland, California.



Della Gutierrez, Property Manager
Black Oak Properties

000096

Case Number: T15-0428 Geiser v. Chandler Properties

March 27, 2017

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM

2017 MAR 27 PM 4:46

City of Oakland
Community and Economic Development Agency, Rent Adjustment Program
250 Frank Ogawa Plaza, Suite 5313
Oakland, CA 94612

Regarding: Response to an Appeal of the Hearing Decision on Remand served via USPS on March 10, 2017.

This appeal must be dismissed. The person appealing is not even a party to this case. Mimi Johnson-Jacobs is not associated with Chandler Properties and does not have standing to appeal this Hearing Decision on Remand. Mimi Johnson-Jacobs is the owner of Black Oak Properties who purchased the building and took title to it on December 4, 2016. I'll attached the notice provided from Chandler Properties of change in title. The administrative decision in T15-0428 was rendered and served via the USPS on December 3, 2016.

To add to the absurdity, the grounds for appeal mentioned are filled with nonsense. I'll address the four statements provided in "Item 2 – A & B" of the attached "T15-0428 Grounds for Appeal" document.

Grounds for 2.a. requires identifying "the Ordinance section, regulation or *prior* Board decision(s) and describe" the inconsistency. In none of the 4 items has this person provided any reference to any of the aforementioned.

Grounds for 2.b. requires identifying "the *prior* inconsistent decision and explain how the decision is inconsistent" regarding *prior* decisions by other hearing officers.

In Item 1, this member of the public contends the reductions were temporary in the T13-0218 decision. There were two items involving a decrease in services. One dealt with a condition prior to the petition hearing whose decrease in service recompense was spread over 12 months. The other condition was never temporally delineated, was never corrected, and continues as a decrease in services per Ordinance 8.22.070.F. Decreased housing services.

A decrease in housing services is considered an increase in rent. A tenant may petition for an adjustment in rent based on a decrease in housing services under standards in the regulations. The tenant's petition must specify the housing services decreased. Where a rent or a rent increase has been reduced for decreased housing services, the rent or rent increase may be restored in accordance with procedures set out in the regulations when the housing services are reinstated. This is also addressed in Regulations Appendix A 10.1.8.

A decrease in housing service costs (i.e., any items originally included as housing service costs) is considered to be an increase in rent and will be calculated as such.

The Board affirmed this continuing decrease in services in an appeal hearing on July 28, 2016.

In Item 2, a case T14-0268 is referenced. Issues unrelated to T15-0428 are addressed. No effort is made to make a parallel to T15-0428.

In Item 3, issues that could have been addressed by Chandler Properties at the planned petition hearing are addressed. Chandler Properties chose not to respond to the petition. These issues were not addressed in the appeal hearing and are not grounds for this appeal to a Hearing Decision on Remand. In addition, an "Appeal Decision" in T15-0428 was appropriately served via the USPS on October 27, 2016. This person states that a Hearing Decision on Remand was never completed. That Hearing Decision on Remand served via the USPS on March 02, 2017 is what this member of the public is attempting to appeal in this very situation! A reference is made to an additional case T14-0238 which was in appeal at the time of the T15-0428 petition and whose specifics were on hold and therefore had no bearing on the administrative decision offered in the case at issue.

In Item 4, a case involving a petition hearing that was heard *after* the appeal hearing in T15-0428 is mentioned. This case is currently in appeal to the Board and therefore has had no conclusion. It did not occur *prior* to the T15-0428 administrative decision or *prior* to T15-0428's resolution at the appeal to the Board. This reference has no relevance to this particular case.

000097

Case Number: T15-0428 Geiser v. Chandler Properties

March 27, 2017

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
2017 MAR 27 PM 4:40

City of Oakland
Community and Economic Development Agency, Rent Adjustment Program
250 Frank Ogawa Plaza, Suite 5313
Oakland, CA 94612

Regarding: Response to an Appeal of the Hearing Decision on Remand served via USPS on March 10, 2017.

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In Item 4, a case involving a petition hearing that was heard *after* the appeal hearing in T15-0428 is mentioned. This case is currently in appeal to the Board and therefore has had no conclusion. It did not occur *prior* to the T15-0428 administrative decision or *prior* to T15-0428's resolution at the appeal to the Board. This reference has no relevance to this particular case.

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Since 1979

CHANDLER PROPERTIES

To: All Tenants at 1906 Jackson Street

From: Chandler Properties

Date: December 4, 2015

This is to let you all know that we have sold 1906 Jackson Street to a new owner who will be sending you an introductory letter very soon.

The rent for December should be sent to Chandler Properties, as usual.

However, please send your rent to the new owner beginning with your January rent.


Happy Holidays and all the best to each of you in the coming year.

Property Management

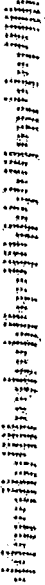
2799 California Street San Francisco, California 94115 Tel 415.921.5733 Fax 415.921.0841

www.chandlerproperties.com

000099


**CHANDLER
PROPERTIES**
2799 CALIFORNIA STREET
SAN FRANCISCO, CA 94115

Mr. Brian Geiser, 16
1906 Jackson Street, #16
Oakland, CA 94612-4676



9461234652 0019

000100



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

CITY OF OAKLAND

Department of Housing and Community Development
Rent Adjustment Program

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

HEARING DECISION ON REMAND

CASE NUMBER: T15-0428, Geiser v. Chandler Properties

PROPERTY ADDRESS: 1906 Jackson St., Apt. #16, Oakland, CA

BACKGROUND AND SUMMARY OF APPEAL DECISION

An Administrative Decision in this case was issued on December 3, 2015, which granted the tenant petition by invalidating the proposed rent increase, setting the monthly base rent at \$900.00, which was the amount of the base rent prior to the proposed rent increase. The tenant appealed, contending that his current rent was \$882.00 due to a 2% rent decrease for lack of access to an intercom system (2% of 900 = 18.0). The tenant's current rent was \$882.00 and his base rent was \$900.00 per month at the time he filed his petition.

An Appeal hearing was conducted on July 28, 2016. The Board remanded the Administrative Decision back to the Hearing Officer to set the base rent to \$882.00.

ORDER

1. The Administrative Decision regarding Tenant Petition T15-0428 is affirmed as to the proposed rent increase. The proposed rent increase remains invalid.
2. Per Board instruction, the tenant's base rent is set to \$882.00, which includes a permanent 2% rent decrease for lack of access to an intercom system.

Right to Appeal: This decision is the final decision of the Rent Adjustment Program. 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

000101

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 27, 2017



Linda M. Moroz
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE

Case Number T15-0428

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

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

Tenant

Brian Geiser
1906 Jackson St #16
Oakland, CA 94612

Owner

Chandler Properties
2799 California St
San Francisco, CA 94115

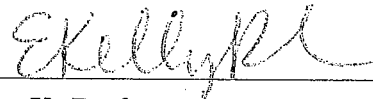
Mimi Johson-Jacobs
669 Oakland Ave
Oakland, CA 94611

Owner Representative

Della Gutierrez, Black Oak Properties
669 Oakland Ave
Oakland, CA 94611

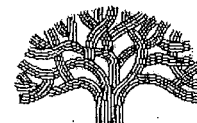
I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on March 01, 2017 in Oakland, CA.



Esther K. Rush

000103



CITY OF OAKLAND

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

Department of Housing and Community Development
Rent Adjustment Program

TEL (510) 2383721
FAX(510)238-6181
TDD(510)238-3254

HOUSING, RESIDENTIAL, RENT AND RELOCATION BOARD

APPEAL DECISION

CASE NUMBER: T15-0428, Geiser v. Chandler Properties

APPEAL HEARING: July 28, 2016

PROPERTY ADDRESS: 1906 Jackson Street, No. 16
Oakland, CA

APPEARANCES: Brian Geiser Tenant Appellant
Samantha Du Vall Owner Appellee

Procedural Background

The tenant filed a petition which contested a rent increase on the grounds that the increase exceeds the CPI Adjustment and is unjustified or is greater than 10%.

Hearing Decision

The Hearing Officer issued an Administrative Decision which granted the tenant's petition, and stated that the monthly base rent remained at \$900.00.

Grounds for Appeal

Tenant Geiser filed an appeal on December 23, 2015, contending that his current rent is \$882.00 due to a 2% rent decrease for lack of access to a telephone based entry notification system, and the Hearing Officer stated an incorrect amount for his current rent.

Appeal Decision

After discussion and questions to the parties, J. Warner moved to remand the Hearing Decision to Staff or the Hearing Officer for correction of the base rent to \$882.00. J. Karchmer seconded. R. Chang recused herself from consideration of this case.

The Board voted as follows:

Aye: U. Fernandez, B. Williams, J. Warner, J. Karchmer, K. Friedman

Nay: 0


Abstain: 0

The motion carried.

NOTICE TO PARTIES

Pursuant to Ordinance No (s). 9510 C.M.S. of 1977 and 10449 C.M.S. of 1984, modified in Article 5 of Chapter 1 of the Municipal Code, the City of Oakland has adopted the ninety (90) day statute of limitations period of Code of Civil Procedure, Section 1094.6.

YOU ARE HEREBY NOTIFIED THAT YOU HAVE NINETY (90) DAYS FROM THE DATE OF MAILING OF THIS DECISION WITHIN WHICH TO SEEK JUDICIAL REVIEW OF THE DECISION OF THIS BOARD IN YOUR CASE.



CONNIE TAYLOR
BOARD DESIGNEE
CITY OF OAKLAND
HOUSING, RESIDENTIAL RENT AND
RELOCATION BOARD

DATE

10/27/16

PROOF OF SERVICE

Case Number T15-0428

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

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

Tenant

Brian Geiser
1906 Jackson St #16
Oakland, CA 94612

Owner

Chandler Properties
2799 California St
San Francisco, CA 94115

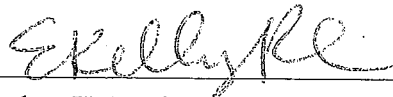
Mimi Johson-Jacobs
669 Oakland Ave
Oakland, CA 94611

Owner Representative

Della Gutierrez, Black Oak Properties
669 Oakland Ave
Oakland, CA 94611

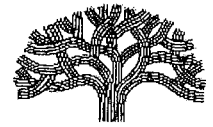
I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first 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 October 27, 2016 in Oakland, CA.



Esther K. Rush

000106



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

ADMINISTRATIVE DECISION

CASE NUMBER: T15-0428, Geiser v. Chandler
PROPERTY ADDRESS: 1906 Jackson St., Unit #16, Oakland, CA 94612
PARTIES: Brian Geiser, Tenant
Chandler Properties, Owner

INTRODUCTION

The tenant filed a petition on August 19, 2015, alleging that the proposed rent increase exceeds the CPI Adjustment and is unjustified or is greater than 10%. The tenant petition alleged the notice of rent increase was served on June 25, 2015, proposing to increase the monthly rent from \$900.00 to \$945.90, effective September 1, 2015. The rent increase represents an increase of 5.1% (\$45.90).

On August 20, 2015, this office mailed out a notice of the Tenant Petition to the owner. No mail was returned as non-delivered. The owner response was due on September 24, 2015. As of today, this office received no response from the owner.

REASON FOR ADMINISTRATIVE DECISION

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

Rent Increase Invalid

The only issue of the tenant petition was a single rent increase. The allowable CPI is 1.7% from July 1, 2015 through June 30, 2016. The proposed rent increase from \$900.00 to \$945.90 represents an increase of 5.1%. It is undisputed that the rent

000107

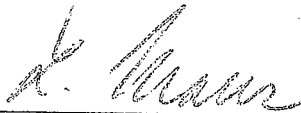
increase exceeds the allowable CPI. There are no other outstanding issues to be decided. Therefore, the rent increase is invalid, and the tenant petition is granted.

ORDER

1. Petition T15-0428 is granted.
2. The rent increase is invalid and the rent remains at \$900.00.
3. The hearing scheduled for December 17, 2015, is cancelled.

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

Dated: December 3, 2015



Linda M. Moroz
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE

Case Number T15-0428

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

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

Tenant

Brian Geiser
1906 Jackson St #16
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 December 03, 2015 in Oakland, CA.



Linda M. Moroz
Oakland Rent Adjustment Program

000109

PROOF OF SERVICE

Case Number T15-0428

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

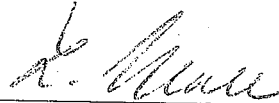
Today, I served the attached Administrative Decision by placing a true copy of it in a sealed envelope in City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California, addressed to:

Owner

Chandler Properties
2799 California St
San Francisco, CA 94115

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 December 03, 2015 in Oakland, CA.



Linda M. Moroz

Oakland Rent Adjustment Program

000110

2016 OCT 25 PM 3:55

APPEAL

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

Appellant's Name
brian geiser

Landlord Tenant

Property Address (Include Unit Number)

1906 Jackson St. #16
Oakland, CA 94612

Appellant's Mailing Address (For receipt of notices)

same

Case Number

T16-0257

Date of Decision appealed

"correction of clerical error" Oct 25, 2016

Name of Representative (if any)

Representative's Mailing Address (For notices)

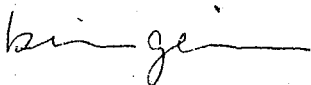
I appeal the decision issued in the case and on the date written above on the following grounds:
(Check the applicable ground(s). Additional explanation is required (see below). Please attach additional pages to this form.)

1. The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations or prior decisions of the Board. You must identify the Ordinance section, regulation or prior Board decision(s) and specify the inconsistency.
2. The decision is inconsistent with decisions issued by other hearing officers. You must identify the prior inconsistent decision and explain how the decision is inconsistent.
3. The decision raises a new policy issue that has not been decided by the Board. You must provide a detailed statement of the issue and why the issue should be decided in your favor.
4. The decision is not supported by substantial evidence. You must explain why the decision is not supported by substantial evidence found in the case record. The entire case record is available to the Board, but sections of audio recordings must be pre-designated to Rent Adjustment Staff.
5. I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. You must explain how you were denied a sufficient opportunity and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue a decision without a hearing if sufficient facts to make the decision are not in dispute.
6. The decision denies me a fair return on my investment. You must specifically state why you have been denied a fair return and attach the calculations supporting your claim.

7. Other. You must attach a detailed explanation of your grounds for appeal. Submissions to the Board are limited to 25 pages from each party. Number of pages attached . 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 Oct 25, 2016, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<u>Name</u>	Mimi Johnson-Jacobs (owner)
<u>Address</u>	669 Oakland Ave.
<u>City, State Zip</u>	Oakland, CA 94611
<u>Name</u>	Della Gutierrez (prop. mgr.)
<u>Address</u>	same
<u>City, State Zip</u>	

	10-25-2016
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

IMPORTANT INFORMATION:

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

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

October 25, 2016

City of Oakland
Department of Housing and Community Development, Rent Adjustment Program
250 Frank Ogawa Plaza, Suite 5313
Oakland, CA 94612

On September 28, 2016 I submitted a "request for correction" letter and an appeal. On September 30, 2016 the owner-manager submitted an appeal. On October 5, 2016 the hearing officer issued a "Correction of Clerical Error" based upon the owner-manager's appeal (not a "request for correction" letter). What was supposedly "corrected" did not directly effect the issues I addressed in my "request for correction" letter nor what I was appealing – I proved the rent increase was invalid. I did not receive a response from the RAP regarding whether or not my appeal still stands or whether or not I have to appeal *again* based upon this "Correction of Clerical Error". With that in mind, the following is stated in my appeal of September 28, 2016 and still stands.

I have submitted a demand for correction from the hearing officer. That response may have an effect upon my appeal. Currently I am appealing the decision in T16-0257 on the basis that (1) the decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations or prior decisions of the Board, (2) the decision is inconsistent with decisions issued by other hearing officers, and (4) the decision is not supported by substantial evidence. Those numbers reference the appeal form and I will reference these numbers in the delineation below. I reserve the right to supplement this submittal with additional and updated information for purposes of a possible future HRRRB appeals hearing.

For reference, the text in GRAY is from the original petition:

I. GROUNDS FOR PETITION:

(a) The increase(s) exceed(s) the CPI Adjustment and is (are) unqualified or is (are) greater than 10%.

(1) O.M.C. Ord 8.22.020 Definitions for CPI Rent Adjustment. (1) and (4) O.M.C. Ord 8.22.070.A.4 and B.4-5. The hearing officer unilaterally decided that those sections need not apply.

(b) The owner did not give me a summary of the justification(s) for the increase despite my written request.

(1) and (4) O.M.C. Ord 8.22.070.C.4, Ord 8.22.070.H.1.c.ii, Ord 8.22.070.H.3 and Ord 8.22.090.A.1.a.i. The hearing officer unilaterally decided that those sections need not apply.

(c) A City of Oakland form notice of the existence of the Rent Program was not given to me at least six months before the effective date of the rent increase(s) I am contesting.

(1) and (4) O.M.C. Ord 8.22.090.B.1.c "Evidence of service of written notice of the existence and scope of the Rent Adjustment Program on the tenant ..." [emphasis mine] The hearing officer unilaterally decided that this section need not apply.

(f) The housing services I am being provided have decreased. (Complete Section III on the following page)

(2) This is a continuation of a decrease in services regarding the entry vestibule communication decided in the hearing for case T13-0218. (1) In the appeal hearing of T14-0238 on July 28, 2016, the Housing, Residential Rent and Relocation Board verified the reduction of services is valid and stated that the base rent is \$882.

(g) The contested increase is the second rent increase in a 12-month period.

(4) I proved one occurrence (of many attempts) to raise the rent twice within a 12 month period.



brian geiser
1906 Jackson St. #16
Oakland, CA 94612
telephone: none

cc: to file

000113

August 02, 2017

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2017 AUG -2 PM 2:19

City of Oakland
Community and Economic Development Agency, Rent Adjustment Program
250 Frank Ogawa Plaza, Suite 5313
Oakland, CA 94612

Appeal Hearing submittal. I am appealing the decision in T16-0257 on the basis that (1) the decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations or prior decisions of the Board, (2) the decision is inconsistent with decisions issued by other hearing officers, and (4) the decision is not supported by substantial evidence. Aside from this letter and the request for correction letter, all of the following attached information was submitted prior to the petition hearing and were entered as exhibits. This information is being provided because while it is stated that the appeals board members have "access" to the case files, in reality the board members only receive and have access to what is included in the agenda packet.

The most important item. The City Business License and RAP Service Fee. Based on the July 28, 2016 appeal hearing in T14-0238 the RAP staff stated that the Hearing Officer has a check list to verify the aforementioned items. The petition hearing for T16-0257 was 1 month after the appeal hearing in T14-0238. I knew the owner had not submitted a business license and that alone would invalidate everything. The Hearing Decision did NOT even mention the fact that the owner did not submit a business license. In addition, there was no attempt by the owner to enter something even approaching that as evidence. One can view the Hearing Officer's EXHIBIT list, neither of the following are included. Per O.M.C. 8.22.090.B.1 and Reg 8.22.090.C.1:

1. In order for an owner to file a response to a tenant petition or to file a petition seeking a rent increase, the owner must provide the following:
 - a. Evidence of possession of a current city business license;
 - b. Evidence of payment of the Rent Adjustment Program Service Fee; ...

I'll attach an image of a City of Oakland's Business License (provided by the prior owner):

THIS DOCUMENT HAS A TRUE DOG CHECK WATERMARK AND VISIBLE FIBERS DISCERNIBLE FROM BOTH SIDES

**CITY OF OAKLAND
BUSINESS TAX CERTIFICATE**

The issuing of a Business Tax Certificate is for revenue purposes only. It does not relieve the taxpayer from the responsibility of complying with the requirements of any other agency of the City of Oakland and/or any other ordinance, law, or regulation of the State of California, or any other governmental agency. The Business Tax Certificate expires on December 31st of each year. Per Section 85.04190A, of the O.M.C. you are allowed a renewal grace period until March 1st the following year.

ACCOUNT NUMBER	CHANDLER CAROLYN TR	EXPIRATION DATE
1906 JACKSON ST		12/31/2014
BUSINESS LOCATION	OAKLAND, CA 94612-4676	
BUSINESS TYPE	M Rental Residential	
NAME	CHANDLER PROPERTIES	
MAILING ADDRESS	2799 CALIFORNIA ST SAN FRANCISCO, CA, 94115-2513	

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

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

PUBLIC INFORMATION ABOVE THIS LINE TO BE CONSPICUOUSLY POSTED!

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

The sale of the building occurred on December 4, 2015. The City required the new owner to pay the tax for the remainder of that year. Two weeks after the sale, a check was provided for the remainder of 2015. Notice it was for the fee applicable for 2015. The fee increased to \$91 for 2016. The business license is for the Calendar Year and the City allows a 2 month grace period for payment (until March 1). The City claims it will mail the license within 2 weeks. This petition was filed on May 19, 2016. In addition to the ordinance and regulations, a form letter dated May 20, 2016 was mailed to the owner stating that they must "have a current Oakland Business License." The owner had until August 17 (7 days before the Aug 24th petition hearing) to submit an item that looked like the image above. It would have had an "Expiration Date" of 12/31/2016. The Hearing Officer did NOT state the absence of the 2016 Business License. He should have. By not providing this, the owner was not able to file a response to my petition therefor invalidating the owner's requested rent increase.

000114

The hearing should not have even occurred, or at a minimum, should have lasted all of a few minutes as the hearing officer verified that piece of information. But it didn't so that important piece of information is being declared in the only place allowed – on appeal. The Board must declare the August 24, 2016 Hearing Decision void and declare the requested rent increase invalid.

Knowing the hearing officer's attitude, the following was provided and presented though I considered it merely "academic" in my presentation to the hearing officer and it shall be considered so for the Appeals Board as well.

Note: for the following, the bold numbers within (parentheses) refer to the "grounds" listed on the appeal form. Bold numbers within [brackets] represent exhibits and the page number within *this* submission. The text in GRAY is from the original petition:

I. GROUNDS FOR PETITION:

(a) The increase(s) exceed(s) the CPI Adjustment and is (are) unjustified or is (are) greater than 10%.

(1) O.M.C. Ord 8.22.020 Definitions for CPI Rent Adjustment. (1) and (4) O.M.C. Ord 8.22.070.A.4 and B.4-5. The hearing officer unilaterally decided that those sections need not apply.

The following was submitted 7 days before the petition hearing [#3], the hearing officer reviewed it beforehand, and I read the following into the record while the hearing officer followed along with the submitted copy.

The owner purchased the building on December 4, 2015 and may NOT claim the FY2015 CPI because they purchased the building after the start of that fiscal year (July 1, 2015). The CPI recognizes the owner's right to account for the supposed raise in consumer expenses but it must include the *entire* prior fiscal year. From **O.M.C. Ord 8.22.020 Definitions for CPI Rent Adjustment**: "... within a twelve (12) month period ..." The owner has stated on the Owner Response form that "I acquired the building on 12/4/15."

Banking can only be claimed for fiscal years 6 months *after* proper *service* of the RAP notice *plus* in fiscal years which the CPI was not claimed *and* documented as being deferred for future use. **O.M.C. Ord 8.22.070.A.4 and B.4-5.**

BOP's calculation sheet is completely invalid for the following reasons:

- 1) **Ord 8.22.070.A.4**: "... the owner may defer the start date of the increase to a future period, provided that in the rent increase notice that limits the owner's ability to take the increases, the owner must identify the justification **and** the *amount or percentage of the deferred increase that may be applied in the future.*"
- 2) From the *Tenant's Guide to the Tenant Petition and RAP*, page 3 "Deferred Annual Increases": "The owner must **be able to prove the rental history of your tenancy** to justify imposing previously deferred increases."
- 3) From the *Owner's Guide to the RAP and the Owner Response Form*, page 2 regarding Notice to Tenants: "It is advisable to keep **proof of your service** of the Notice to Tenants in case of a dispute with a tenant." CA Code of Civil Procedure §1162 defines proof of service. From page 6 regarding "Banking": "*If challenged by a Tenant Petition, the owner must be able to prove the rental history of the tenancy and the basis of the calculation to justify imposing previously deferred increases.*" [emphasis by the RAP]

The City contends that the RAP is a "stabilization" program. The RAP declares the allowed CPI for the approaching City Fiscal Year (starting July 1) by March. This is so a property owner can have a few months to analyze their business requirements and serve a statement to renters 35 days before July 1. Using the appropriate possible "Change in terms of Tenancy" the owner would state that either they intend to "bank" a given City-allowed CPI for the approaching Fiscal Year or to request the approaching City-allowed CPI for that Fiscal Year. Once again, the purpose is so the renter can know what may be requested or "banked" for possible collection in the future – therefor providing knowledge of a possible increase and the need to save for it's possible request. This is known as "stabilization". In fact, the CPI/"banking" requirements are the ONLY "stabilization" element in the RAP ordinance.

I used to live in a residential rental unit covered by San Francisco's "stabilization" program. Like clockwork, at least 35 days before July 1st of every year, the property owner would serve me with either a request for the allowed CPI *or* a statement of that Fiscal Year's CPI accompanied by a statement that per ordinance section "x" it would be "banked" for a possible future request.

At the petition hearing, I demanded proof of those past "banking" mailings per Ord 8.22.070.A.4 (see above) and the owner was not able to produce them, and would not have been able to produce these items because they do NOT exist. Black Oak Properties owns/manages over 80 rental units. They are paid by over 80 renters to know and follow the law. They have chosen not to.

The requirements for a "banking" request were not met and are therefor void. The Hearing Officer – NOT the owner – chose to reference a late 1990's case involving condominium conversions. I looked at the file. It has nothing to do the current case. The Hearing Officer has listed requirements which actually conflict with the current ordinance. While those requirements may have reflected the ordinance and/or regulations back in the 1990s, I have 3 different publications of the 3 RAP packets going back to 2007 stating what I have provided above. If the Hearing Officer's (not the owner's) case against me was valid, the Appeals Board and then the City Council would have long since changed the ordinance to reflect the Hearing Officer's statement.

This is the 2nd reason for invalidating the Hearing Decision.

000115

stated that it does but could not provide an ordinance section to prove this. I stated that the earliest possible consideration for this petition could be May of 2016 as both parties have placed that date on the petition and response forms. He did not agree and pressed for a possible earlier date when a prior owner might have provided a RAP notice. I suggested *possibly* 2014 and he has now claimed that. Not an actual day but possibly that year. Once again, the earliest possible consideration for this petition could be May of 2016 as both parties have placed that date on the petition and response forms. However, the owner was NOT able to provide proof of service per Ord 8.22.090.B.1.c so this requested rent increase is invalid.

This is the 4th reason for invalidating the Hearing Decision.

(f1) The housing services I am being provided have decreased. (Complete Section III on the following page)

(2) This is a continuation of a decrease in services regarding the entry vestibule communication decided in the hearing for case T13-0218. (1) In the appeal hearing of T14-0238 and T15-0428 on July 28, 2016, the Housing, Residential Rent and Relocation Board verified the reduction of services is valid and stated that the base rent is \$882.

The following was submitted 7 days before the petition hearing [#4], the hearing officer reviewed it beforehand, and I read the following into the record while the hearing officer followed along with the submitted copy.

- 1) This is a continuation of a decrease in services regarding the entry vestibule communication decided in the hearing for case T13-0218 (October 4, 2013). [#1]
- 2) The loss of building entry vestibule communication with my unit commenced on Friday April 19, 2013. The previous system was not repaired and/or replaced in kind. The current system does not allow communication with my unit.
- 3) Calculation of value of lost service: for the previous petition, I had provided a calculation and the hearing officer essentially rounded-off that number and had \$18 deducted from the monthly base rent.

In a letter served via USPS on March 29, 2016 the current owner-manager has arbitrarily chosen a date to unlawfully rescind the decrease in services even though I do not have a way of receiving communication with the entry vestibule. They also do not consider the reduction a "reduction" from the base rent and want to increase the \$18 beyond the current rent.

In the appeal hearing of July 28, 2016, the Housing, Residential Rent and Relocation Board verified the reduction of services is valid and stated that the current rent is \$882 ($\$900 - \$18 = \882).

Notice in the table [#1] the "windows" covered the period from noticing to completion. The "intercom" is from the beginning of loss of service to the date of the hearing decision. It was specifically stated that this reduction in service would be waived if access was corrected *and* a change of terms of tenancy was properly serviced. The owner added a number I had used to contact them. On April 12, 2013 I had warned them in advance of installation that "I might not even be having a mobile telephone in the near future..." and then noticed them that I no longer had a telephone. All of this was proven in the petition hearing and the July 28, 2016 appeal hearing.

The Hearing Officer was made known of the prior month's appeal's Board decision. He also had the ability to look at the decision in T13-0218 where it specifically states in the "Value of lost services" table what was lost *up to* the date of the hearing decision. Obviously, it could not state a sum total for however long into the future that service was withheld.

If the owner is allowed to raise the rent without providing service or increasing the rent while briefly having service, then this is a toothless element of the RAP. This is the classic issue of the owner accepting the reduced rent and hoping the renter will move rather than deal with the loss of the service. This was a dead issue a month before the petition hearing and, assuming the entire decision is not voided, must be stated as such in the Hearing Decision in T16-0257. The base rent is \$882.

This is now the 5th reason for invalidating the Hearing Decision.

g) The contested increase is the second rent increase in a 12-month period.

4) I proved one occurrence (of many attempts) to raise the rent twice within a 12 month period.

The following was submitted 7 days before the petition hearing [#3-4], the hearing officer reviewed it beforehand, and I read the following into the record while the hearing officer followed along with the submitted copy.

Black Oak Properties has attempted to raise my rent 6 times since the sale of the building with the following United States Postal Service (USPS) servicing dates: Dec 31, 2015; Mar 10, 2016; Apr 02, 2016; Apr 13, 2016; Apr 19, 2016; and Mar 29, 2016. In none of these situations was a proper Notice of Change of Terms of Tenancy provided. All involve attempts to invalidate the previously determined decrease in services as provided in T13-0218. They effectively declare that Black Oak Properties does not recognize the jurisdiction of the City of Oakland's Rent Adjustment Program. [attachment C in petition]

000116

In addition, the previous owner requested a Change of Terms of Tenancy effective September 1, 2015. That request was eliminated by decision of the HRRRB on July 28, 2016. The current owner was aware of that prior request as it was addressed in two of the aforementioned USPS service dates and therefore has purposely violated the 12 month rule by one and a half months (June 15, 2016 minus Sept 1, 2015 equals 10-1/2).

Ord 8.22.070.A. One Rent Increase Each 12 Months and Limitations.

1. An owner may increase the Rent on a covered unit occupied continuously by the same tenant only once in a 12-month period. Such rent increase cannot take effect earlier than the tenant's anniversary date.

Black Oak Properties was in attendance as a member of the public at the following appeals hearings: February 25, 2016, the aborted May 12, 2016, and July 28, 2016 so they were aware of the September 1, 2015 date.

This is one of only two petition items the renter needed to prove. For this issue, I only needed to prove one occurrence of an attempt to raise the rent twice within a 12 month period and I did. It's interesting that the hearing officer decided to refer to the prior month's appeal hearing in T15-0428 for this particular circumstance but NOT for the decrease-in-service/base rent issue.

This is now the 6th reason for invalidating the Hearing Decision. If the entire decision is not to be voided, this issue needs to be changed to reflect my proving a second rent increase in a 12-month period.

Summation:

1. By not providing the 2016 Business License, the hearing officer should have validated his petition hearing check list and declared that the owner was unable to respond to my petition, was not able to submit evidence and therefore any requested rent increase was invalid. End of story. The hearing officer did not do that. The Appeals Board must validate that a "current city business license" was not provided and therefor the hearing decision is void and the requested rent increase is invalid.

For purely academic reasons, I proceeded to provide all of the legal reasons for which I was petitioning. I provided all of the appropriate sections of the ordinance in effect at that time. The hearing officer decided that what the Board and the City Council had approved were not relevant. He then proceeded to provide his own rational outside of the what is written in the ordinance. Staff has let the hearing officers know that the Board rarely reads the materials provided, have only a passing acquaintance with the ordinance and regulations, and will generally defer to whatever the hearing officer produces in a hearing decision.

2. Aside from the owner not providing a "current city business license," I proved at the petition hearing how each of the 5 issues I petitioned against void the owner's requested rent increase. Only 1 of the 5 is necessary. The August 24, 2016 Hearing Decision for T16-0257 must be declared void and the requested rent increase invalid.

3. If the Appeals Board decides the RAP ordinance in effect at that the time of the requested rent increase was not to be followed, then I demand that all of the items in my September 28, 2016 corrections demand be addressed, corrected and incorporated [#6-8]. Among other items, the hearing officer has invalidated the ordinance and those references must be corrected. There are multiple dates that are incorrect. And the "banking" spreadsheet is completely incorrect per non-proof of service of the RAP notice and the lack of proof of statements "banking" the CPI. I proved all of that at the petition hearing and once again for the appeals hearing.

4. Finally, and aside from all of the aforementioned, the current base rent as decided in the July 28, 2016 Appeal Hearing in T15-0428 Geiser v. Chandler Properties must once again be stated as being \$882. [#2]



Brian Geiser
1906 Jackson St. #16
Oakland, CA 94612
telephone: none

cc: to file

attachments:

- 1 - T16-0257 Exhibit 6: table, page 11, October 4, 2013 T13-0218 Geiser v. Chandler Properties Hearing Decision
- 2 - July 28, 2016 decision in T15-0428 Geiser v. Chandler Prop, later documented in Feb 27, 2017 Hearing Decision on Remand
- 3-4 - T16-0257 Exhibit 3a/3b: August 17, 2016 brief for the August 24, 2016 Petition Hearing
- 5 - T16-0257 Exhibit 4: April 28, 2016 mailing of summary of justification request
- 6-8 - September 28, 2016 corrections letter for T16-0257 Hearing Decision

Note: Per the Appeal Form submitted and RAP date-stamped on 2016 SEP 28, "Anything to be considered by the Board must be received by the RAP by 3:00 p.m. on the 8th day before the appeal hearing." This letter and corresponding attachments will be submitted and RAP date-stamped before 3pm on Aug 2 - the 8th day before the scheduled Aug 10, 2017 appeals hearing.

VALUE OF LOST SERVICES

Service Lost	From	To	Rent	% Rent Decrease	Decrease /month	No. Months	Overpaid
Windows	1-Jun-11	20-Jul-13	\$900	5%	\$ 45.00	26	\$ 1,170.00
Intercom	1-Apr-13	1-Oct-13	\$900	2%	\$ 18.00	7	\$ 126.00
TOTAL LOST SERVICES							\$ 1,296.00

OVERPAID RENT

From	To	Monthly Rent paid	Max Monthly Rent	Difference per month	No. Months	Sub-total
1-Jul-13	31-Jul-13	\$947	\$900	\$ 46.69	1	\$ 46.69
\$ -						
TOTAL OVERPAID RENT						\$ 46.69

RESTITUTION

MONTHLY RENT	\$900
TOTAL TO BE REPAYED TO TENANT	\$ 1,342.69
TOTAL AS PERCENT OF MONTHLY RENT	149%
AMORTIZED OVER 12 MO. BY REG. IS	\$ 111.89
OR OVER MONTHS BY HRG. OFFICER IS	



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

CITY OF OAKLAND

Department of Housing and Community Development
Rent Adjustment Program

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

HEARING DECISION ON REMAND

CASE NUMBER: T15-0428, Geiser v. Chandler Properties

PROPERTY ADDRESS: 1906 Jackson St., Apt. #16, Oakland, CA

BACKGROUND AND SUMMARY OF APPEAL DECISION

An Administrative Decision in this case was issued on December 3, 2015, which granted the tenant petition by invalidating the proposed rent increase, setting the monthly base rent at \$900.00, which was the amount of the base rent prior to the proposed rent increase. The tenant appealed, contending that his current rent was \$882.00 due to a 2% rent decrease for lack of access to an intercom system (2% of 900 = 18.0). The tenant's current rent was \$882.00 and his base rent was \$900.00 per month at the time he filed his petition.

An Appeal hearing was conducted on July 28, 2016. The Board remanded the Administrative Decision back to the Hearing Officer to set the base rent to \$882.00.

ORDER

1. The Administrative Decision regarding Tenant Petition T15-0428 is affirmed as to the proposed rent increase. The proposed rent increase remains invalid.
2. Per Board instruction, the tenant's base rent is set to \$882.00, which includes a permanent 2% rent decrease for lack of access to an intercom system.

Right to Appeal: This decision is the final decision of the Rent Adjustment Program. 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

SK 32

August 17, 2016

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

[3]

2016 AUG 17 PM 3:24

City of Oakland
Community and Economic Development Agency, Rent Adjustment Program
250 Frank Ogawa Plaza, Suite 5313
Oakland, CA 94612

To whom it may concern,

The following is my "brief" and it follows the outline of the Tenant Petition form. The following "headings" are copied from the Tenant Petition form from section(s):

I. GROUNDS FOR PETITION: Check all that apply.

X (a) The increase(s) exceed(s) the CPI Adjustment and is (are) unjustified or is (are) greater than 10%.

The owner purchased the building on December 4, 201⁵ and may NOT claim the FY2015 CPI because they purchased the building after the start of that fiscal year (July 1, 2015). The CPI recognizes the owner's right to account for the supposed raise in consumer expenses but it must include the *entire* prior fiscal year. From O.M.C. Ord 8.22.020 Definitions for CPI Rent Adjustment: "... within a twelve (12) month period ..."

Banking can only be claimed for fiscal years 6 months *after* proper *service* of the RAP notice *plus* in fiscal years which the CPI was not claimed *and* documented as being deferred for future use. O.M.C. Ord 8.22.070.A.4 and B.4-5.

X (b) The owner did not give me a summary of the justification(s) for the increase despite my written request.

On the April 28, 2016, I mailed via a Certificate of Mailing a summary of justification letter per O.M.C. Ord 8.22.070.C.4, Ord 8.22.070.H.1.c.ii, Ord 8.22.070.H.3 and Ord 8.22.090.A.1.a.i. I attached a check for the current May 2016 rent (\$882) wrapped within the letter so Black Oak Properties would see the letter. [attachment D]

The response time allows for the 5 days in mailing (per CA Code of Civil Procedure §1013 & O.M.C. Ord 8.22.160) + 15 days for the owner-manager to respond by serving me (per O.M.C. Ord 8.22.070.H.1.c.ii). NO response letter was ever served. Therefore, per Ord 8.22.070.H.3 "the amount of the rent increase in excess of the CPI Rent Adjustment is invalid."

X (e) A City of Oakland form notice of the existence of the Rent Program was not given to me at least six months before the effective date of the rent increase(s) I am contesting.

The owner must prove per O.M.C. Ord 8.22.090.B.1.c "*Evidence of service of written notice of the existence and scope of the Rent Adjustment Program on the tenant in each affected covered unit in the building prior to the petition being filed;*" ... [emphasis mine]

X (f) The housing services I am being provided have decreased. (Complete Section III on the following page)

See Section III on the following page.

X (g) The contested increase is the second rent increase in a 12-month period.

Black Oak Properties has attempted to raise my rent 6 times since the sale of the building with the following United States Postal Service (USPS) servicing dates: Dec 31, 2015; Mar 10, 2016; Apr 02, 2016; Apr 13, 2016; Apr 19, 2016; and Mar 29, 2016. In none of these situations was a proper Notice of Change of Terms of Tenancy provided. All involve attempts to invalidate the previously determined decrease in services

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as provided in T13-0218. They effectively declare that Black Oak Properties does not recognize the jurisdiction of the City of Oakland's Rent Adjustment Program. [attachment C]

In addition, the previous owner requested a Change of Terms of Tenancy effective September 1, 2015. That request was eliminated by decision of the HRRRB on July 28, 2016. The current owner was aware of that prior request as it was addressed in two of the aforementioned USPS service dates and therefore has purposely violated the 12 month rule by one and a half months (June 15, 2016 minus Sept 1, 2015 equals 10-1/2).

III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES. Decreased or inadequate housing services are considered an increase in rent. If you claim an unlawful rent increase for service problems, you must complete this section.

- Are you being charged for services originally paid by the landlord? Yes No
- Have you lost services originally provided by the landlord? Yes No
- Are you claiming any serious problem with the conditions of your rental unit? Yes No

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

- 1) This is a continuation of a decrease in services regarding the entry vestibule communication decided in the hearing for case T13-0218 (October 4, 2013). [attachment A]
- 2) The loss of building entry vestibule communication with my unit commenced on Friday April 19, 2013. The previous system was not repaired and/or replaced in kind. The current system does not allow communication with my unit.
- 3) Calculation of value of lost service: for the previous petition, I had provided a calculation and the hearing officer essentially rounded-off that number and had \$18 deducted from the monthly base rent.

In a letter served via USPS on March 29, 2016 the current owner-manager has arbitrarily chosen a date to unlawfully rescind the decrease in services even though I do not have a way of receiving communication with the entry vestibule. They also do not consider the reduction a "reduction" from the base rent and want to increase the \$18 beyond the current rent. [attachment B]

In the appeal hearing of July 28, 2016, the Housing, Residential Rent and Relocation Board verified the reduction of services is valid and stated that the current rent is \$882 (\$900-\$18 = \$882).

Brian Geiser
1906 Jackson St. #16
Oakland, CA 94612
no telephone

cc: to file

- attachments: Facsimiles of materials submitted for inclusion as exhibits:
- A - Oct 04, 2013 - relevant information from page 11 of hearing decision
 - B - Mar 29, 2016 USPS service of "Banked Rent & RAP Fee Calculations" and service-dated envelope
 - C - Apr 02, 2016 USPS service of Black Oak Properties letter and service-dated envelope
 - D - Apr 28, 2016 mailing of summary of justification request (plus receipt) via USPS Certificate of Mailing

DK7

[#5]

April 28, 2016

Black Oak Properties
669 Oakland Ave.
Oakland, CA 94611

Regarding: letter served March 29, 2016 via United States Postal Service titled "Banked Rent Increase on June 15, 2016"

Attention: Mimi Johnson-Jacobs, Owner, 1906 Jackson Street
Della Gutierrez, Property Manager, 1906 Jackson Street

The Oakland Rent Adjustment Program is very clear in it's ordinance and regulations.

1. The owner needs to clarify when one is first allowed to increase the rent. That is 6 months after first noticing a renter of the Rent Adjustment Program. In my situation, that date would be for July 2016. 2017!
2. The consumer price index has a defined date in which it can be applied - July 1 of every year. Due to when I was noticed of the Rent Adjustment Program, the first year this can be applied starts on July 1, 2016. 2017!
3. 12 months are required to pass from providing notice of the Rent Adjustment Program and a year passing beyond the July 1st date in which a year's specified consumer price index amount can be applied via "banking". Banking does not yet apply to your owning of this building.
4. Base rent and current rent are two different items. Any calculations need to reflect this.

The dates and monetary amounts need to be corrected on the pages that were mailed. What Black Oak Properties has provided is completely invalid.

This letter will be included within an envelope including additional correspondence and mailed to Black Oak Properties on Thursday April 28, 2016 via United States Postal Service Certificate of Mailing.

brian geiser
1906 Jackson St. #16
Oakland, CA 94612
no telephone

cc: to file



Certificate Of Mailing

This Certificate of Mailing provides evidence that mail has been presented to USPS® for n. This form may be used for domestic and international mail.

From: brian geiser
1906 Jackson St. #16
Oakland, CA 94612

To: Black Oak Properties
669 Oakland Ave.
Oakland, CA 94611



0000

U.S. POSTAGE
PAID
OAKLAND, CA
94612
APR 28 '16
AMOUNT
\$1.30
R2303S102305-05

000122

September 28, 2016

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

[*6]

2016 SEP 28 PM 3:38

City of Oakland
Department of Housing and Community Development, Rent Adjustment Program
250 Frank Ogawa Plaza, Suite 5313
Oakland, CA 94612

Attention: hearing officer, Stephen Kasdin

Regarding: Corrections to the September 13, 2016 Hearing Decision served September 14, 2016

from the TENANT'S GUIDE portion (rev. 8/29/14) of the TENANT PETITION PACKET (rev. 4/9/15):

4. The Hearing Decision:

- a. Corrections to a Hearing Officer's decision: If you think there are clerical errors in the Hearing Officer's decision you can ask the Hearing Officer in writing to correct the decision before time to file an appeal expires.

That is what I am now demanding. The following items need to be corrected.

1. Page 2, "EVIDENCE". Paragraph 1 "RAP Notice:" "... tenant testified that he received the RAP Notice in the year 2014."

As I provided in Exhibit 3a and read into the recording. The owner must prove per **O.M.C. Ord 8.22.090.B.1.c** "Evidence of service of written notice of the existence and scope of the Rent Adjustment Program on the tenant in each affected covered unit in the building prior to the petition being filed," ... [emphasis mine] It specifically states "Evidence of service". None was provided. There is NO proof. If so, what's the date? You've stated 2014. Which day of 2014 did you decide? Was it before July 1, 2014 so that the prior owner could have claimed banking for that fiscal year of 2014 had they 1) given me notice of the CPI percentage before the start of the July 1, 2014 fiscal year, 2) that they weren't going to charge it that year, and 3) could prove what they had given me that notice?

I specifically read the following into the record:

Black Oak Property's calculation sheet [exhibit 2a & 2b] is completely invalid for the following reasons:

- 1) **Ord 8.22.070.A.4:** "... the owner may defer the start date of the increase to a future period, provided that in the rent increase notice that limits the owner's ability to take the increases, the owner must identify the justification and the amount or percentage of the deferred increase that may be applied in the future."
- 2) **From the Tenant's Guide to the Tenant Petition and RAP, page 3 "Deferred Annual Increases":** "The owner must be able to prove the rental history of your tenancy to justify imposing previously deferred increases."
- 3) **From the Owner's Guide to the RAP and the Owner Response Form, page 2 regarding Notice to Tenants:** "It is advisable to keep proof of your service of the Notice to Tenants in case of a dispute with a tenant." **CA Code of Civil Procedure §1162 defines proof of service. From page 6 regarding "Banking":** "If challenged by a Tenant Petition, the owner must be able to prove the rental history of the tenancy and the basis of the calculation to justify imposing previously deferred increases." [emphasis by RAP]

The hearing officer stated at the beginning of the petition hearing that he would not be ruling on anything during the hearing. When asked when I had received notice. I stated what was placed on the petition form. Without stating any ordinance or regulation sections or proof, the hearing officer immediately made a ruling stating that if one had received a notice from a prior owner, then that was all that mattered. There is nothing in the ordinance or regulations to support this. I was asked to hazard a guess when this might have happened. I stand by the date I first stated which is on the petition form and the date stated in the decision must be changed.

- Page 2, "EVIDENCE". Paragraph 3 "Rent Increase Notice:"

- a. The letter "dated March 25" was actually served via USPS on 29 MAR 2016. The date you've stated is fictitious. A USPS date is provided. See Exhibit 2a. This date must be changed.
- b. The letter "dated April 1" was served via USPS on 02 APR 2016. The date you've stated is fictitious. A USPS date is provided. See Exhibit 5a. This date must be changed.
- c. Regarding "This letter states, ..." You've used a unilateral decision by the property owner to create a case for their side which is not supported by the ordinance or regulations. This needs to be removed.

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[7]

3. Page 3, "FINDINGS" Paragraph 1 "RCAP Notice:"

Read what I provided in item 6 earlier in this letter. The ordinance specifically states the owner has the burden of proof and did not provide any. This paragraph needs to be changed to reflect that.

4. Page 3, "FINDINGS" Paragraph 2 "Second Rent Increase ..."

I specifically read the following from Exhibit 3a & 3b into the record:

Black Oak Properties has attempted to raise my rent 6 times since the sale of the building with the following United States Postal Service (USPS) servicing dates: Dec 31, 2015; Mar 10, 2016; Apr 02, 2016; Apr 13, 2016; Apr 19, 2016; and Mar 29, 2016. In none of these situations was a proper Notice of Change of Terms of Tenancy provided. All involve attempts to invalidate the previously determined decrease in services as provided in T13-0218. They effectively declare that Black Oak Properties does not recognize the jurisdiction of the City of Oakland's Rent Adjustment Program. [exhibit 5a & 5b]

In addition, the previous owner requested a Change of Terms of Tenancy effective September 1, 2015. That request was eliminated by decision of the HRRRB on July 28, 2016. The current owner was aware of that prior request as it was addressed in two of the aforementioned USPS service dates and therefore has purposely violated the 12 month rule by one and a half months (June 15, 2016 minus Sept 1, 2015 equals 10-1/2).

This is one of two petition items the renter needed to prove. I only needed to prove one occurrence of an attempt to raise the rent twice within a 12 month period and I did. This paragraph needs to be changed to reflect that.

5. Page 3, "FINDINGS" Paragraph 3 & 4 of "Tenant's Request for Justification ..."

The owner's request was full of fallacies. I provided a Summary of Justification letter [exhibit 4] that specifically lists 4 items. The owner may have been able to provide the proof that I delineated [exhibit 3a & 3b] and read into the record but, they did NOT. Not even after I gave them a warning with that Summary of Justification letter. Regarding your contention of the "spirit of the requirement", outside of requirements for capital improvement pass-thru requests, the ordinance lists specifics:

Ord. 8.22.070.H.1.c. For all rent increases other than one solely based on capital improvements when an owner notices a rent increase in excess of the CPI Rent Adjustment, the notice must include a statement that the owner must provide the tenant with a summary of the justification for the amount of the rent increase in excess of the CPI Rent Adjustment if the tenant makes a written request for such summary.

And then immediately provides for some vagueness knowing how important a response to a summary of justification letter is: **Ord. 8.22.070.H.3.** A rent increase is not permitted unless the notice required by this section is provided to the tenant. An owner's failure to provide the notice required by this section invalidates the rent increase or change of terms of tenancy. *This remedy is not the exclusive remedy for a violation of this provision. If the owner fails to timely give the tenant a written summary of the basis for a rent increase in excess of the CPI Rent Adjustment, as required by Subsection 8.22.070H.1.c., the amount of the rent increase in excess of the CPI Rent Adjustment is invalid.* [emphasis mine]

I specifically listed 4 items. The owner could have simply provided a response stating they do not acknowledge my concerns and that I have the option to petition to the Rent Adjustment Program. The owner choose not to. These 2 paragraphs need to be changed to reflect those facts.

6. Page 3, "FINDINGS" "Decreased Housing Services:" starting with paragraph 1 on the following page (page 4). "The tenant's claim is denied for two reasons."

Regarding your first issue of being "time-barred". You have stated on page 2 in "Rent Increase Notice:" that the owner was allowed to charge for a non-existent service based on an April 1, 2016 letter. A letter that I used to show 2 rent increases within a 12 month period. If so, then how can you now state the renter is outside the 60 day period when I filed a petition on May 19, 2016.

Your second issue should be a dead issue since the appeal decision in the T14 case. I delineated this [exhibit 3b] and read it into the record at the August 24, 2016 petition hearing. I specifically stated: "In the appeal hearing of July 28, 2016, the Housing, Residential Rent and Relocation Board verified the reduction of services is valid and stated that the base rent is \$882." This paragraph of the hearing decision needs to be changed to reflect this information.

Page 4, "FINDINGS" Paragraph 1 of "Banking:" regarding "base" rent.

the information provided in item 6 directly before this. For this reason, the base rent needs to be changed to \$882.

Page 4, "FINDINGS" Paragraph 2 & 3 of "Banking:"

Regulations are designed to provide information secondary to and supplemental to – but NOT replacing – information contained in the ordinance. If something in the ordinance was incorrect, it would be changed. A conflicting item would not be added to the regulations. The ordinance is clear on the issue of banking and what the owner is required to prove if challenged by a renter. I have delineated that information in items I.(a), I.(b) and I.(e) of Exhibit 3a; plus, I read it and additional information into the record at the petition hearing. The owner must prove per **O.M.C. Ord 8.22.090.B.1.c** "Evidence of service of written notice of the existence and scope of the Rent Adjustment Program on the tenant in each affected covered unit in the building prior to the petition being filed;" ... [emphasis mine] and did NOT. The owner has not even owned the building for a year, did not provide any evidence, did not delineate the years attempted to be claimed by banking, and did not respond to my summary of justification letter.

What you have stated in paragraph 3 conflicts with the ordinance and switches the burden of proof established in the ordinance. If this were now "legal" it would have required changes of the ordinance. 13 years have elapsed since the appeal decision in the case you've referenced. I am in possession of the last 3 published versions of the 3 RAP packets which variously date back to 2007-10. The ordinance sections are the same as I have quoted in my argument. They have NOT been changed.

For these reasons, these 2 paragraphs need to be changed to reflect the burden of proof and the lack of proof provided by the owner.

9. Page 4, "FINDINGS". Paragraph 4 of "Banking." "The parties agree on the date and rent amount entered into the Banking calculations shown on the attached Table."

I most DEFINITELY do NOT agree. You can NOT state that. This must be removed! The date of May 26 is no where stated in the ordinance. But another date is. What is commonly known in the City as the start of the fiscal year. Per **O.M.C. Ord. 8.22.070.B.**

4. Effective Date of CPI Rent Adjustments. An owner may notice a rent increase for a CPI Rent Adjustment so that the rent increase is effective during the period from July 1 following the Rent Adjustment Program's announcement of the annual CPI Rent Adjustment through June 30 of the next year. The rent increase notice must comply with state law and take effect on or after the tenant's anniversary date.

But first, the owner must prove per **O.M.C. Ord 8.22.090.B.1.c** "Evidence of service of written notice of the existence and scope of the Rent Adjustment Program on the tenant in each affected covered unit in the building prior to the petition being filed;" ... [emphasis mine]. NO proof was provided. The owner provided only one exhibit. There can be no start date listed. Page 6 of the Hearing Decision is a complete fallacy and must be removed from the hearing decision.

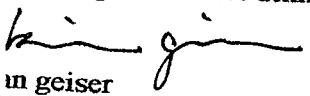
0. Page 4, "FINDINGS". Paragraph 1 of "Rent Underpayments."

- a. "... 3 months from July through August 2016." July through August is only 2 months. 3 months would be through September. This must be changed. This decision was provided mid-September after that month's rent was paid. Which leads to a change needed in ...
- b. "... in September 2016 and ending with the rent payment in November 2016." Although the owner has met none of the requirements and the requested rent increase is invalid, for the sake of argument, "September" needs to be changed to "October" and "November" to "December".

1. Page 5, "ORDER".

- a. Item "1." Result is incorrect. The owner has met none of the requirements and the requested rent increase is invalid. See what I have stated throughout this letter and at the petition hearing.
- b. Item "3." The months listed need to be changed as delineated in #10.

Of the 5 items selected on the "Grounds for Petition" Petition form, I had to prove two, the owner three. I proved 2 of 6 situations in which the owner tried to raise my rent within a 12 month period (see #4 above). I had proven the decrease in housing prices in prior cases and had it reaffirmed by the Appeals Board on July 28, 2016. The owner did NOT prove even 1 of the 3 she needed to prove. I have delineated those ordinance sections multiple times.



Brian Geiser
16 Jackson St. #16
Oakland, CA 94612
phone: none

to file

PROOF OF SERVICE

Case Number T16-0257

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.

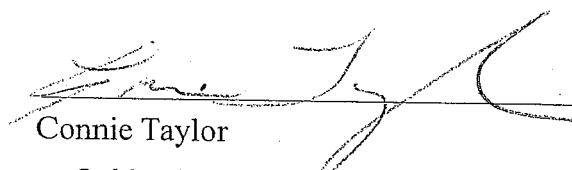
Today, I served the attached Documents related to Appeal submitted by Tenant by placing a true copy of it in a sealed envelope in a City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California, addressed to:

Owner

Mimi Johnson-Jacobs
669 Oakland Ave
Oakland, CA 94611

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on August 02, 2017 in Oakland, CA.



Connie Taylor

Oakland Rent Adjustment Program

000126

City of Oakland Residential Rent Adjustment Program 250 Frank Ogawa Plaza, Suite 5313 Oakland, California 94612 (510) 238-3721		2016 OCT 18 PM 1:01 APPEAL	
Appellant's Name Mimi Johnson-Jacobs		Landlord <input checked="" type="checkbox"/>	Tenant <input type="checkbox"/>
Property Address (Include Unit Number) 1906 Jackson St. #16 Oakland, CA 94612			
Appellant's Mailing Address (For receipt of notices) 669 Oakland Avenue Oakland, CA 94611		Case Number T16-0257	
		Date of Decision appealed 10-5-16	
Name of Representative (if any) Della Gutierrez		Representative's Mailing Address (For notices) 669 Oakland Avenue Oakland, CA 94611	

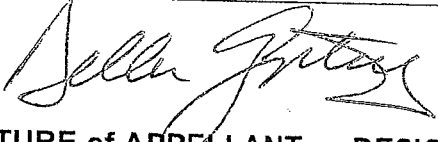
appeal the decision issued in the case and on the date written above on the following grounds:
 (Check the applicable ground(s). Additional explanation is required (see below). Please attach additional pages to this form.)

1. **The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations or prior decisions of the Board.** You must identify the Ordinance section, regulation or prior Board decision(s) and specify the inconsistency.
2. **The decision is inconsistent with decisions issued by other hearing officers.** You must identify the prior inconsistent decision and explain how the decision is inconsistent.
3. **The decision raises a new policy issue that has not been decided by the Board.** You must provide a detailed statement of the issue and why the issue should be decided in your favor.
4. **The decision is not supported by substantial evidence.** You must explain why the decision is not supported by substantial evidence found in the case record. The entire case record is available to the Board, but sections of audio recordings must be pre-designated to Rent Adjustment Staff.
5. **I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim.** You must explain how you were denied a sufficient opportunity and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue a decision without a hearing if sufficient facts to make the decision are not in dispute.
6. **The decision denies me a fair return on my investment.** You must specifically state why you have been denied a fair return and attach the calculations supporting your claim.

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

8. **You must serve a copy of your appeal on the opposing party(ies) or your appeal may be dismissed.** I declare under penalty of perjury under the laws of the State of California that on October 18, 2010, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

Name	Mr. Brian Geiser
Address	1906 Jackson St. #16
City, State Zip	Oakland, CA 94612
Name	
Address	
City, State Zip	

	10/18/10
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.

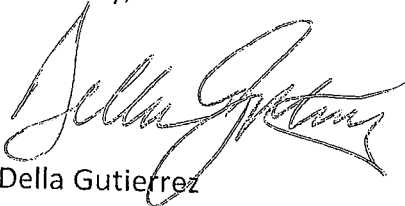
- Appeals filed late without good cause will be dismissed.
- You must provide all of the information required or your appeal cannot be processed and may be dismissed.
- Anything to be considered by the Board must be received by the Rent Adjustment Program by 3:00 p.m. on the 8th day before the appeal 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.

October 17, 2016
City of Oakland
Department of Housing and Community Development, Rent Adjustment Program
250 Frank Ogawa Plaza, Suite 5313
Oakland, CA 94612

Re: Grounds for Appeal: **Continued** Clerical Errors on page 5 in the decision for Case Number T16-0257.

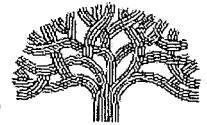
The corrected Order continues to state that the rent is temporarily *reduced* by \$63.90 bringing the temporary increase of monthly payments to \$1,009.80. The additional payment is an *increase* in the new monthly rent of \$945.90, *not a decrease*. Also, July through August 2016 counts as 2 months, and not the 3 months stated in the Order. At the time of the letter, Mr. Geiser owes underpayments of 63.90 per month for 4 months, July through October 2016.

Sincerely,



Della Gutierrez
Property Manager

Black Oak Properties
669 Oakland Avenue
Oakland, CA 94611



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

Department of Housing and Community Development
Rent Adjustment Program

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

CORRECTION OF CLERICAL ERROR

CASE NUMBER: T16-0257, Geiser v. Jacobs

PROPERTY ADDRESS: 1906 Jackson St., #16, Oakland, CA

INTRODUCTION

A Hearing Decision was issued in this case on September 13, 2016. This Decision was served by mail upon all proper parties and their representatives. However, the Order in that Decision contained a clerical error; the Order states that the tenant's rent is temporarily reduced, rather than increased. This Correction of Clerical Error is being issued to correct this error. The Hearing Decision is otherwise unchanged.

This is an entirely new Hearing Decision, for which there is a new Appeal period, as stated below.

SUMMARY OF DECISION

The tenant's petition is denied.

CONTENTIONS OF THE PARTIES

The tenant filed a petition which alleges that a proposed rent increase from \$882 to \$945.90 per month, effective June 15, 2016, exceeds the CPI Adjustment and is unjustified or is greater than 10%; that the owner did not give him a summary of the justification for the proposed rent increase despite his written request; that he first received the form Notice to Tenants (RAP Notice) on March 10, 2016; that the contested rent increase is the second rent increase in a 12-month period; and that his housing services have been decreased due to "the loss of building entry vestibule communication with my unit commenced on Friday April 19, 2013."

The owners filed a response to the petition, which alleges that the proposed rent increase is from \$900 to \$945.90, which is justified by Banking, and denies that the tenant's housing services have decreased.

THE ISSUES

- (1) When, did the tenant first receive the RAP Notice?
- (2) Did the tenant receive a summary of the justification for the proposed rent increase?
- (3) Is the contested rent increase the second increase in a 12-month period?
- (4) What is the Base Rent?
- (5) Is a rent increase justified by Banking and, if so, in what amount?
- (6) Have the tenant's housing services been decreased and, if so, by what percentage of the total housing services that are provided by the owner?

EVIDENCE

RAP Notice: At the Hearing, the tenant testified that he received the RAP Notice in the year 2014. The tenant's petition states that he received the RAP Notice together with the contested notice of rent increase.

Rent History: The tenant testified that he moved into the subject unit on May 26, 2011, at a rent of \$900 per month. He further testified that he began paying \$882 per month following a Hearing Decision in Case No. T13-0218, and that he has continued to pay this amount each month since then.

Rent Increase Notice: The tenant was served with a notice of rent increase dated March 25, 2016.¹ This document states that the proposed rent increase is based upon banking, and states a calculation for this increase. The owner's agent also sent the tenant a letter dated April 1, 2016.² This letter states, in part: "[t]he Board granted you an eighteen dollar (\$18) decrease in the rent for a short period. However, that decrease ended in June of 2015 and the RAP board has reaffirmed your base rent of nine hundred dollars . . ."

Tenant's Request for Justification of Rent Increase: The tenant mailed a letter to the owner's agents on April 28, 2016, protesting the subject rent increase on various grounds.³

Decreased Housing Services: The tenant testified that when he moved into his unit there was an intercom system for the 15-unit building. On April 19, 2013, this was changed to a telephone-based system, in which a tenant is called on his or her telephone and can then let a caller into the building. However, the tenant's cell phone did not have a 510 prefix, so his phone number could not be entered into the new system. The tenant then filed a petition, which included a claim of decreased housing services based upon lack of access to the intercom system.

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

² Exhibit No. 5B.

³ Exhibit No. 4.

The Order in that case, being Case No. T13-0218, Geiser v. Chandler Props., states, in part: "Tenant Geiser's base rent is \$900.00 a month . . . Because of the current lack of access to the intercom system Mr. Geiser's current legal rent is \$882.00 a month. . . When the owner includes Mr. Geiser's 415 area code telephone number in the intercom system without charge, the owner may increase the rent \$18.00 a month after giving proper notice . . ." This Order was signed on October 4, 2013.

The tenant further testified that, after the above-quoted Order was issued, the owner entered the tenant's cell phone number into the system so that he could use his phone to allow people into the building. The tenant then let people into the building using his cell phone "for a brief "period." However, in December 2013, the tenant cancelled his cell phone, and he does not have a land line (which could also be used to allow entrance into the building). He contends that, since he does not now have the use of the building access system, his housing services have been decreased.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

RAP Notice: It is found that the tenant received the RAP Notice in the year 2014. The tenant contends that it is the owner's burden to prove service of this Notice. This is not correct. It is necessary for a Hearing Officer to receive evidence; the source of the evidence is irrelevant.

Second Rent Increase in a 12-month Period: The tenant has been living in the subject unit for more than 5 years, and his rent has never been increased. The contention that the proposed rent increase is the second increase in 12 months clearly has no merit.

Tenant's Request for Justification of Rent Increase: The Rent Adjustment Ordinance states that an owner must respond to a written request for justification of a rent increase that exceeds the CPI Adjustment.¹ The purpose of this Ordinance is to allow a tenant to have information in order to evaluate whether a rent increase is proper, and to decide if he or she wants to file a petition with the Rent Adjustment Program.

The rent notice in question provides all possible information with regard to the proposed rent increase – it is based upon Banking and the notice further provides a calculation. Therefore, the owner in effect anticipated the need to explain the basis of the rent increase, and no more information could possibly have been provided. The owner has fulfilled the spirit of the requirement to explain the basis of the rent increase, and the claim is denied.

Decreased Housing Services: Under the Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent² and may be corrected by a rent adjustment.³ However, in order to justify a decrease in rent, a decrease in housing services must be either the elimination or reduction of a service that existed at the start of

¹ O.M.C. Section 8.22.070(H)

² O.M.C. Section 8.22.070(F)

³ O.M.C. Section 8.22.110(E)

the tenancy or a violation of the housing or building code which seriously affects the habitability of the tenant's unit.

There is also a time limit for claiming decreased housing services. A tenant petition must be filed within 60 days after the date of service of a rent increase notice or change in the terms of a tenancy or the date the tenant first receives the RAP Notice, whichever is later.¹

The tenant's claim is denied for two reasons. First, the alleged housing service decrease occurred in the year 2013. The tenant's petition was filed far more than 60 days after the tenant no longer had access to the building access system. Therefore, the claim is time-barred. Secondly, the tenant had access to the system before he decided to cancel all telephone service. The tenant decreased his own housing services by voluntarily giving up all telephone contact, being fully aware that by doing so he would lose access to the building access system. He can regain access to the system as soon as he gets a telephone. The claim is denied.

Banking: The rent reduction for lack of access to the building's intercom system ended in the year 2013. The owner's letter of April 1, 2016 served to restore the rent to \$900 per month. This is the Base rent upon which Banking is calculated.

If an owner chooses to increase rents less than the annual CPI Rent Adjustment permitted by the Ordinance, any remaining CPI Rent Adjustment may be carried over to succeeding 12 months periods ("Banked"). However, the total of CPI Adjustments imposed in any one Rent increase, including the current CPI Rent Adjustment, may not exceed three times the allowable CPI Rent Adjustment on the effective date of the Rent increase notice.² In no event may any banked CPI Rent Adjustment be implemented more than ten years after it accrues.³

Facts needed to calculate banked increases are: (1) The date of the start of tenancy or eleven years before the effective date of the increase at issue, whichever is later; (2) the lawful base rent in effect on said date; (3) The lawful rent in effect immediately before the effective date of the current proposed rent increase; and (4) the date(s) and amount(s) of any intervening changes to the base rent between dates (1) and (3). This calculation applies in all banking cases, unless the tenant proves that the landlord did not have the right to take a rent increase in a particular year – by contract, waiver, or other reason.⁴

The parties agree on the date and rent amount entered into the Banking calculations shown on the attached Table. The method of calculation on this Table has been approved by the Rent Board.⁵ Therefore, as set forth in this Table, the allowable rent is \$945.90 per month, effective June 15, 2016.

¹ O.M.C. Section 8.22.090(A)(2)

² Regulations Appendix, Section 10.5.1

³ Regulations Appendix, Section 10.5.3

⁴ Appeal Decision, Case No. 98-02, et al. Merlo v. Rose Ventures III, et al. The Board has designated this decision to be a Precedent Decision.

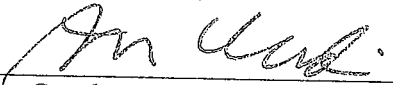
⁵ Appeal Decision, Case No. 98-02, et al. Merlo v. Rose Ventures III et al. The Board has designated this decision to be a Precedent Decision.

Rent Underpayments: The tenant paid rent of \$882 per month for the 3 months from July through August 2016. This is an underpayment of \$63.90 per month, a total of \$191.70. The underpayment is ordered repaid over a period of 3 months.¹ The rent is temporarily reduced by \$63.90 per month, to \$1,009.80 per month, beginning with the rent payment in September 2016 and ending with the rent payment in November 2016.

ORDER

1. Petition T16-0257 is denied.
2. The rent, before a temporary increase due to underpaid rent, is \$945.90 per month, effective June 15, 2016. However, the tenant has underpaid rent in the total amount of \$191.70. This underpayment is adjusted over a period of 3 months.
3. The rent is temporarily increased by \$63.90 per month, to \$1,009.80 per month, beginning with the rent payment in September 2016 and ending with the rent payment in November 2016.
4. In December 2016, the rent will return to \$945.90 per month.
5. The Anniversary Date for future rent increases is June 15.
6. Right to Appeal: **This decision is the final decision of the Rent Adjustment Program Staff.** Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) calendar days after service of the decision. The date of service is shown on the attached Proof of Service. If the Rent Adjustment Office is closed on the last day to file, the appeal may be filed on the next business day.

Dated: October 5, 2016



Stephen Kasdin
Hearing Officer
Rent Adjustment Program

¹ Regulations, Section 8.22.110(F)

PROOF OF SERVICE

Case Number T16-0257

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

Tenant

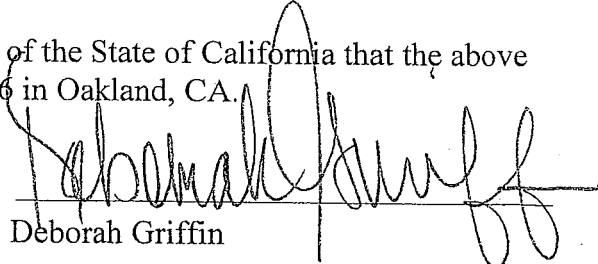
Brian Geiser
1906 Jacskon St #16
Oakland, CA 94612

Owner

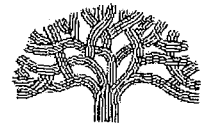
Mimi Johnson-Jacobs
669 Oakland Ave
Oakland, CA 94611

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 October 05, 2016 in Oakland, CA.


Deborah Griffin

000134



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

CITY OF OAKLAND

Department of Housing and Community Development
Rent Adjustment Program

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

HEARING DECISION

CASE NUMBER: T16-0257, Geiser v. Jacobs
PROPERTY ADDRESS: 1906 Jackson St., #16, Oakland, CA
DATE OF HEARING: August 24, 2016
DATE OF DECISION: September 13, 2016
APPEARANCES: Brian Geiser (Tenant)
Della Gutierrez (Owner Representative)

SUMMARY OF DECISION

The tenant's petition is denied.

CONTENTIONS OF THE PARTIES

The tenant filed a petition which alleges that a proposed rent increase from \$882 to \$945.90 per month, effective June 15, 2016, exceeds the CPI Adjustment and is unjustified or is greater than 10%; that the owner did not give him a summary of the justification for the proposed rent increase despite his written request; that he first received the form Notice to Tenants (RAP Notice) on March 10, 2016; that the contested rent increase is the second rent increase in a 12-month period; and that his housing services have been decreased due to "the loss of building entry vestibule communication with my unit commenced on Friday April 19, 2013."

The owners filed a response to the petition, which alleges that the proposed rent increase is from \$900 to \$945.90, which is justified by Banking, and denies that the tenant's housing services have decreased.

THE ISSUES

- (1) When, did the tenant first receive the RAP Notice?
- (2) Did the tenant receive a summary of the justification for the proposed rent increase?
- (3) Is the contested rent increase the second increase in a 12-month period?
- (4) What is the Base Rent?
- (5) Is a rent increase justified by Banking and, if so, in what amount?
- (6) Have the tenant's housing services been decreased and, if so, by what percentage of the total housing services that are provided by the owner?

EVIDENCE

RAP Notice: At the Hearing, the tenant testified that he received the RAP Notice in the year 2014. The tenant's petition states that he received the RAP Notice together with the contested notice of rent increase.

Rent History: The tenant testified that he moved into the subject unit on May 26, 2011, at a rent of \$900 per month. He further testified that he began paying \$882 per month following a Hearing Decision in Case No. T13-0218, and that he has continued to pay this amount each month since then.

Rent Increase Notice: The tenant was served with a notice of rent increase dated March 25, 2016.¹ This document states that the proposed rent increase is based upon banking, and states a calculation for this increase. The owner's agent also sent the tenant a letter dated April 1, 2016.² This letter states, in part: "[t]he Board granted you an eighteen dollar (\$18) decrease in the rent for a short period. However, that decrease ended in June of 2015 and the RAP board has reaffirmed your base rent of nine hundred dollars . . ."

Tenant's Request for Justification of Rent Increase: The tenant mailed a letter to the owner's agents on April 28, 2016, protesting the subject rent increase on various grounds.³

Decreased Housing Services: The tenant testified that when he moved into his unit there was an intercom system for the 15-unit building. On April 19, 2013, this was changed to a telephone-based system, in which a tenant is called on his or her telephone and can then let a caller into the building. However, the tenant's cell phone did not have a 510 prefix, so his phone number could not be entered into the new system. The tenant then filed a petition, which included a claim of decreased housing services based upon lack of access to the intercom system.

The Order in that case, being Case No. T13-0218, Geiser v. Chandler Props., states, in part: "Tenant Geiser's base rent is \$900.00 a month . . . Because of the current lack of access to the intercom system Mr. Geiser's current legal rent is \$882.00 a month. . . When the owner includes Mr. Geiser's 415 area code telephone number in the intercom system without charge, the owner

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

² Exhibit No. 5B.

³ Exhibit No. 4.

may increase the rent \$18.00 a month after giving proper notice . . .” This Order was signed on October 4, 2013.

The tenant further testified that, after the above-quoted Order was issued, the owner entered the tenant’s cell phone number into the system so that he could use his phone to allow people into the building. The tenant then let people into the building using his cell phone “for a brief “period.” However, in December 2013, the tenant cancelled his cell phone, and he does not have a land line (which could also be used to allow entrance into the building). He contends that, since he does not now have the use of the building access system, his housing services have been decreased.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

RAP Notice: It is found that the tenant received the RAP Notice in the year 2014. The tenant contends that it is the owner’s burden to prove service of this Notice. This is not correct. It is necessary for a Hearing Officer to receive evidence; the source of the evidence is irrelevant.

Second Rent Increase in a 12-month Period: The tenant has been living in the subject unit for more than 5 years, and his rent has never been increased. The contention that the proposed rent increase is the second increase in 12 months clearly has no merit.

Tenant’s Request for Justification of Rent Increase: The Rent Adjustment Ordinance states that an owner must respond to a written request for justification of a rent increase that exceeds the CPI Adjustment.⁴ The purpose of this Ordinance is to allow a tenant to have information in order to evaluate whether a rent increase is proper, and to decide if he or she wants to file a petition with the Rent Adjustment Program.

The rent notice in question provides all possible information with regard to the proposed rent increase – it is based upon Banking and the notice further provides a calculation. Therefore, the owner in effect anticipated the need to explain the basis of the rent increase, and no more information could possibly have been provided. The owner has fulfilled the spirit of the requirement to explain the basis of the rent increase, and the claim is denied.

Decreased Housing Services: Under the Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent⁵ and may be corrected by a rent adjustment.⁶ However, in order to justify a decrease in rent, a decrease in housing services must be either the elimination or reduction of a service that existed at the start of the tenancy or a violation of the housing or building code which seriously affects the habitability of the tenant’s unit.

There is also a time limit for claiming decreased housing services. A tenant petition must be filed within 60 days after the date of service of a rent increase notice or change in the terms of a tenancy or the date the tenant first receives the RAP Notice, whichever is later.⁷

⁴ O.M.C. Section 8.22.070(H)

⁵ O.M.C. Section 8.22.070(F)

⁶ O.M.C. Section 8.22.110(E)

⁷ O.M.C. Section 8.22.090(A)(2)

The tenant's claim is denied for two reasons. First, the alleged housing service decrease occurred in the year 2013. The tenant's petition was filed far more than 60 days after the tenant no longer had access to the building access system. Therefore, the claim is time-barred. Secondly, the tenant had access to the system before he decided to cancel all telephone service. The tenant decreased his own housing services by voluntarily giving up all telephone contact, being fully aware that by doing so he would lose access to the building access system. He can regain access to the system as soon as he gets a telephone. The claim is denied.

Banking: The rent reduction for lack of access to the building's intercom system ended in the year 2013. The owner's letter of April 1, 2016 served to restore the rent to \$900 per month. This is the Base rent upon which Banking is calculated.

If an owner chooses to increase rents less than the annual CPI Rent Adjustment permitted by the Ordinance, any remaining CPI Rent Adjustment may be carried over to succeeding 12 months periods ("Banked"). However, the total of CPI Adjustments imposed in any one Rent increase, including the current CPI Rent Adjustment, may not exceed three times the allowable CPI Rent Adjustment on the effective date of the Rent increase notice.⁸ In no event may any banked CPI Rent Adjustment be implemented more than ten years after it accrues.⁹

Facts needed to calculate banked increases are: (1) The date of the start of tenancy or eleven years before the effective date of the increase at issue, whichever is later; (2) the lawful base rent in effect on said date; (3) The lawful rent in effect immediately before the effective date of the current proposed rent increase; and (4) the date(s) and amount(s) of any intervening changes to the base rent between dates (1) and (3). This calculation applies in all banking cases, unless the tenant proves that the landlord did not have the right to take a rent increase in a particular year – by contract, waiver, or other reason.¹⁰

The parties agree on the date and rent amount entered into the Banking calculations shown on the attached Table. The method of calculation on this Table has been approved by the Rent Board.¹¹ Therefore, as set forth in this Table, the allowable rent is \$945.90 per month, effective June 15, 2016.

Rent Underpayments: The tenant paid rent of \$882 per month for the 3 months from July through August 2016. This is an underpayment of \$63.90 per month, a total of \$191.70. The underpayment is ordered repaid over a period of 3 months.¹² The rent is temporarily reduced by \$63.90 per month, to \$1,009.80 per month, beginning with the rent payment in September 2016 and ending with the rent payment in November 2016.

⁸ Regulations Appendix, Section 10.5.1

⁹ Regulations Appendix, Section 10.5.3

¹⁰ Appeal Decision, Case No. 98-02, et al. Merlo v. Rose Ventures III, et al. The Board has designated this decision to be a Precedent Decision.

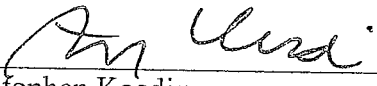
¹¹ Appeal Decision, Case No. 98-02, et al. Merlo v. Rose Ventures III et al. The Board has designated this decision to be a Precedent Decision.

¹² Regulations, Section 8.22.110(F)

ORDER

1. Petition T16-0257 is denied.
2. The rent, before a temporary increase due to underpaid rent, is \$945.90 per month, effective June 15, 2016. However, the tenant has underpaid rent in the total amount of \$191.70. This underpayment is adjusted over a period of 3 months.
3. The rent is temporarily reduced by \$63.90 per month, to \$1,009.80 per month, beginning with the rent payment in September 2016 and ending with the rent payment in November 2016.
4. In December 2016, the rent will return to \$945.90 per month.
5. The Anniversary Date for future rent increases is June 15.
6. Right to Appeal: **This decision is the final decision of the Rent Adjustment Program Staff.** Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) calendar days after service of the decision. The date of service is shown on the attached Proof of Service. If the Rent Adjustment Office is closed on the last day to file, the appeal may be filed on the next business day.

Dated: September 13, 2016



Stephen Kasdin
Hearing Officer
Rent Adjustment Program

CITY OF OAKLAND

Department of Housing and Community Development
 Rent Adjustment Program
<http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment/>

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

CALCULATION OF DEFERRED CPI INCREASES (BANKING)

Initial move-in date	26-May-2011	MUST FILL IN D9, D10, D11 and D14	Case No.:	CHANGE YELLOW CELLS ONLY
Effective date of increase	15-Jun-2016		Unit:	
Current rent (before increase and without prior cap. improve pass-through)	\$900			
Prior cap. imp. pass-through				
Date calculation begins	26-May-2011	If the planned increase includes other than banking put an X in the box→		
Base rent when calc. begins	\$900			

ANNUAL INCREASES TABLE

Year Ending	Debt Serv. or Fair Return increase	Housing Serv. Costs increase	Base Rent Reduction	Annual %	CPI Increase	Rent Ceiling
5/26/2016				1.7%	\$ 16.72	\$ 1,000.46
5/26/2015				1.9%	\$ 18.34	\$ 983.74
5/26/2014				2.1%	\$ 19.86	\$ 965.40
5/26/2013				3.0%	\$ 27.54	\$ 945.54
5/26/2012				2.0%	\$ 18.00	\$ 918.00
5/26/2011				-	-	\$900

Calculation of Limit on Increase

Prior base rent	\$900.00
Banking limit this year (3 x current CPI and not more than 10%)	5.1%
Banking available this year	\$ 45.90
Banking this year + base rent	\$ 945.90
Rent ceiling w/o other new increases	\$ 945.90

PROOF OF SERVICE

Case Number T16-0257

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

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

Tenant

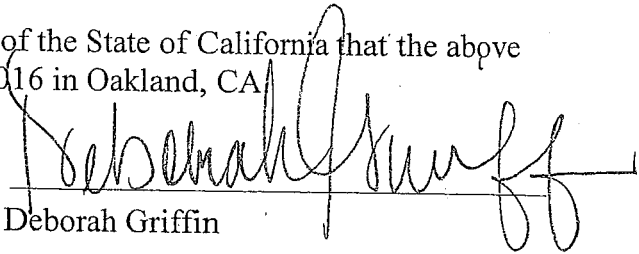
Brian Geiser
1906 Jacskon St #16
Oakland, CA 94612

Owner

Mimi Johnson-Jacobs
669 Oakland Ave
Oakland, CA 94611

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 September 14, 2016 in Oakland, CA


Deborah Griffin

000141