

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

**August 24, 2017
7:00 p.m.
CITY HALL, HEARING ROOM #1
ONE FRANK H. OGAWA PLAZA
OAKLAND, CA**

2017 AUG 16 PM 2:53

AGENDA

1. CALL TO ORDER
2. ROLL CALL
3. OPEN FORUM
4. NEW BUSINESS
 - i. Appeal Hearing in cases:
 - a. T16-0243; Katz v. urosevic
 - b. T16-0254; Sardelich v. MRE
 - c. T16-0497; Heyer-Rasmussen v. Yee
5. SCHEDULING AND REPORTS
6. ADJOURNMENT

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

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

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

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

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

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

CHRONOLOGICAL CASE REPORT

Case No.: T14-0243
Case Name: Katz v. Urosevic
Property Address: 520 Boden Way, Unit# 2, Oakland, CA
Parties: Naomi Katz (Tenant)
Nick Urosevic (Property Owner)

TENANT APPEAL OF REMAND DECISION:

<u>Activity</u>	<u>Date</u>
Hearing Decision	October 8, 2014
Appeal Decision issued	March 16, 2016
Hearing Decision on Remand issued	July 10, 2017
Tenant Appeal filed	July 28, 2017

000003

2017 JUL 28 AM 11:52

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

APPEAL
Appeal of Remand Decision

Appellant's Name
Naomi Katz

Landlord Tenant

Property Address (Include Unit Number)
520 Boden Way, Apt. #2, Oakland, Ca 94610

Appellant's Mailing Address (For receipt of notices)
Same as above

Case Number *714-0243*

Date of Decision appealed
7/10/2017

Name of Representative (if any)

Representative's Mailing Address (For notices)

appeal the decision issued in the case and on the date written above on the following grounds:

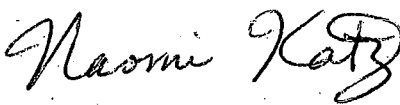
(Check the applicable ground(s). Additional explanation is required (see below). Please attach additional pages to this form.)

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

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 12. 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 July 28, 2007, 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>	Nikola Urosevic
<u>Address</u>	236 West Portal #276
<u>City, State Zip</u>	San Francisco, CA 94127
<u>Name</u>	
<u>Address</u>	
<u>City, State Zip</u>	

	<u>July 28, 2017</u>
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

IMPORTANT INFORMATION:

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

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

APPEAL OF REMAND DECISION BY TENANT- NAOMI KATZ

To: Rent Adjustment Program
Fr: Naomi Katz

Case No: T14-0243
Case Title: Katz V. Urosevic
Property Address: 520 Boden Way, No. 2, Oakland, CA 94610

Facts and Procedural History

Tenant Naomi Katz ("Tenant") filed a petition with the Oakland Rent Adjustment Program (RAP) against her landlord Nick Urosevic ("Landlord") contesting continuing decreased housing services, Landlord's breach of a RAP Mediation Agreement dated August 27, 2010 and a rent increase notice served on May 29, 2014. The RAP Mediation Agreement was entered into on August 27, 2010, as a settlement to Tenants petition in Case No. T10-0074. In this RAP Mediation Agreement, Tenant agreed to a monthly rent increase from \$850 to \$918 in exchange for Landlord providing specific repairs and maintenance to the property.

On September 25, 2014, a hearing was held in front of Hearing Officer Linda Moroz. On November 14, 2014, Hearing Officer Moroz issued a Hearing Decision ("Decision") denying the tenant petition. On February 25, 2016, Tenant appealed the Decision on the grounds that the Decision did not take into account substantial evidence submitted by the Tenant, that the Landlord breached the Mediated Agreement and that the Hearing Officer used an incorrect legal standard to determine decreased housing services. On March 15, 2016, the Appeal's Board granted Tenant's Appeal, unanimously, and remanded the case back to Hearing Officer Moroz to clarify the standards for decreased housing services which do not include code violations as well as a factual analysis of the other issues raised in the Tenant's Appeal.

On July 10, 2017, Hearing Officer Moroz issued a Hearing Decision on Remand, which again denies the Tenant's petition and affirms her original Hearing Decision.

Tenant requests that the Remand Decision be reconsidered on appeal based on the following grounds: 1) The Remand Decision is not supported by substantial evidence because it does not take into account or give weight to the overwhelming evidence provided by Tenant and the testimony of her witnesses at the original hearing; 2) The Remand Decision is not supported

by substantial evidence because the Hearing Officer applies an ambiguous and elusive interpretation of the legal standard for determining decreased housing services and 3) The Remand Decision is not supported by substantial evidence because the decision is based on the Hearing Officer's consideration of improper evidence.

1) Remand Decision Ignores Abundant Evidence.

Substantial evidence was submitted by the Tenant to substantiate her claims, which included eye-witness accounts from four witnesses, photos, official reports, emails and text exchanges with the Landlord and his management company and signed/dated letters regarding a hazardous elevator, crumbling stairs, improper venting of laundry room dryer, an uneven and hazardous walkway, a filthy neglected building and a broken intercom-buzzer-entry system. Evidence and testimony was also submitted attesting to the fact that Landlord had stopped the completion of a promised paint job in Tenant's apartment and that Tenant had to contend with mold removal from the retaining wall behind her daughter's bedroom window that necessitated them to move out for the month of July of 2011. Four witnesses testified and gave eye-witness accounts of the items raised by the Tenant. One witness was a member of the Bar of New York, and the others were past or present tenants and one caregiver. The Hearing Officer did not give consideration to the weight of Tenant's evidence nor to the credibility of any of her witnesses. Instead, all consideration was given to the Landlord's testimony and that of his painter (whose sole testimony was that he has been cleaning the building for the past three months – a claim not disputed by Tenant). Landlord submitted no written evidence or proof of his counter-claims, except for a letter from the State that the elevator inspection has been delayed by the State. Said notice was submitted late -- at the hearing -- and was allowed by the Hearing Officer to enter into the case as evidence.

2) Decreased Services Standard is Ambiguous and Elusive.

The Remand Decision asserts that a decreased housing service must be the loss of a service that was provided at the beginning of the tenancy and is no longer provided, or one that seriously affects habitability or one that was contracted between the parties. Officer Moroz then goes on to assert that "*hardship, inconvenience and damages do not constitute a decrease in housing services.*" (Remand Decision p. 4). This is an extremely ambiguous and elusive interpretation of

decreased services and does not elaborate on what does constitute a decrease in housing services, as requested by the Appeals Board.

Past decisions of the Board have affirmed that the lack of access to one's garage is considered a decreased housing service (See T14-0046; T14-0047; T14-0151, Lynch v. Cook; Vickers v. Cook; Lynch v. Cook.) The loss of cable television was also found to be a decreased housing service by the Board (See T01-0211; T01-0223; T01-0228, Mayes et al. v. Crown Fortune Properties). Surely a service that causes hardship and damage should be considered a decrease in services all the more. Officer Moroz returns back to her original erroneous contention that decreased services that do not result in a Code Violation, are not a reduction of services. Rather they are an "inconvenience." (Remand Decision p. 4). A hazardous elevator that gets stuck between floors and traps riders can hardly be considered an inconvenience. A walkway that has loose tiles and uneven pavement and whose repair takes three years to complete is hardly an inconvenience. By Officer Moroz's limited and ambiguous definition, it appears once again, that only claims resulting in Code Violations can be considered reduced services.

3) Remand Decision Based on Consideration of Incomplete or Improper Evidence

Hearing Officer Moroz's reliance on the site inspection of October 23, 2014, in determining decrease in services and whether Landlord has complied with RAP Mediation Agreement is improper because; a) There is no record of apparent inspection of issues raised by Tenant, including broken intercom and ventilation problems in the laundry room. b) Tenant could not be present at the time of inspection, c) the site inspection only reflects the conditions at the time of the inspection.

a) No Record: The Rent Adjustment Program Regulations require that "all proceedings before a Hearing Officer or the Rent Board, except mediation sessions, shall be recorded by tape or other mechanical means." See O.M.C. Section 8.22.110(C). This section applies to site inspections, which are proceedings undertaken by the Hearing Officer to verify the present conditions that were referenced during the hearing. The site inspection recording from the Hearing Officer Moroz' inspection of the property on Oct. 23, 2014, concludes at two minutes and three seconds. (See email correspondence with RAP program analyst confirming inspection clip is 2 minutes and 3 seconds long.) The recording does not include inspection of common areas, back of building, front of building, etc. This record is incomplete and improper.

b) **Tenant not present:** The Remand Decision states that “based on the evidence and site inspection, the owner is in compliance with the Settlement Agreement.” (Remand Decision, p. 5) This reliance on a site inspection that was conducted in violation of Regulations is particularly problematic because Tenant and Tenant’s Representative were unable to attend the site inspection and Tenant consequently had no way of verifying what conditions the Hearing Officer witnessed. (Tenant had submitted proper notice that she was on the East Coast tending to a family illness emergency.) Officer Moroz contends that because the tenant was not present to prove that the intercom system was non-functional, the claim could not be substantiated. As far as we know, no effort was made to have the Landlord test the intercom system. Three witnesses for Tenant testified about the intercom, broken since Sept/Oct. 2013 until April 2015. Signed letters from neighbors were submitted. The Landlord himself substantiated the claim when he testified that he was aware that the door release function of the intercom and buzzer system was inoperative. (Hearing Recording, 1:28:48 – 1:39:00). Yet, Officer Moroz denied Tenant’s claim about the broken intercom based on the fact that Tenant could not attend the site inspection to prove it.

c) **Site Inspection Reflects Conditions Present At Time Of The Inspection:** A visit to the building will only show what is present at that moment in time. It does not show the years of neglect and disrepair that the Tenant and others have lived with. By the time the Hearing Officer came to visit the building, Landlord had ample time to clean the building and the elevator did not break down. We do not know if the laundry room was inspected, but it was probably cleaned up as well. The loose tiles on the walkway, after three years, were finally replaced. The stairs were mended and did not crumble when she visited, or so we assume. In short, by visiting the building in the present, the Hearing Officer cannot witness the historical problems with the building, which were recently fixed or not actively in disrepair. And she did not witness the problems that were still present, such as the broken intercom system, because, as she claims, the Tenant was not present to show these to her.

INSISTANCE ON CODE VIOLATIONS: The Remand Decision again raises the contention that there were no code violations in evidence and therefore no basis for a claim of loss of service. By doing so Officer Moroz again ties decreased services only to Code Violations. The Board has not required that the finding of decreased services be established by the issuing of code violations. To Wit: the garage case and the cable TV case referenced above. Neither are

code violations. Even so, it is relevant to note that code violations were indeed issued after the Hearing. A Notice of Violation about the Broken Intercom was served on March 19, 2015. It included notice about the unsafe elevator system and the bug-infested light-fixtures. On June 4, 2015, a Violation Notice was served on the Landlord for improper venting of dryer and other improprieties. These Violation Notices are attached because they corroborate the Tenant and her Witnesses' claims and testimony, not as new evidence, but the fact that Tenant's assertions at the Hearing were indeed true. The Violation Notices got the Landlord to finally repair the intercom in April, 2015. (See Landlord notice about intention to fix the broken intercom attached.)

Why did Tenant wait four years to file? Tenant was waiting for Landlord to complete the improvements he had committed to in the Mediated Agreement. She was giving him extra time, in good faith. But when Landlord presented Tenant with a new rent increase, one that was not only for the upcoming year, but one that attempted to bank previous years, when the Mediation Agreement was still unfulfilled, Tenant's sense of injustice rose up and led her to take action. For the Hearing Officer to suggest that this was somehow opportunism on Tenant's part shows lack of understanding of the good-faith efforts Tenant was making to give Landlord extra time to live up to his part of our agreement.

Tenant Respectfully Requests that the Appeals Board Not Remand this Case back to the same Hearing Officer. By her decision to again ignore Tenant's overwhelming evidence and witnesses' testimonies, Officer Moroz shows bias towards the Landlord. Her decision to admit as evidence Landlord's response to my petition, his testimony and the letter from the State regarding elevator inspection, which were filed or presented late and after the RAP deadline, while not admitting into evidence timely submitted signed statements from Tenants' neighbors, shows bias. Officer Moroz's acceptance at face value that the Landlord had the building cleaned on a regular basis even though there was no documented evidence to substantiate this, while dismissing Tenants' and witnesses' claims and photos of dirty conditions, hazardous walkway and broken intercom, shows bias. Finally, Officer Moroz listened to eye witness accounts and saw the Cal OSHA reports documenting the egregious and hazardous condition of the elevator and its getting stuck between floors and of people getting trapped inside. In 2011 alone there were six orders to correct unsafe conditions from the State and a report of a disabled tenant getting trapped inside for over an hour. Tenants' witnesses testified to the fact that similar conditions prevailed in 2013 and 2014 as well. They stated that the fear of the elevator has been

so great, that tenants avoid taking it, even those with disabilities. Still, after reading and hearing these harrowing accounts, the Hearing Officer ruled in Landlord's favor, stating "There was no evidence that the elevator was ever out of service for any extended period of time," (Remand Decision p. 3) as if that is the only measure by which the danger can be attested to. Clearly the bias towards Landlord is apparent.

Tenant therefore requests that the Appeals Board adjudicate this case or remand to another Hearing Officer. Tenant seeks relief for the four years she paid a rent increase that was unwarranted because most of the Mediation Agreement services were not provided for most of those four years. She also seeks relief for the decreased services such as the broken Intercom that lasted over 1 & ½ years, the completion of the paint job and a refund of the July's rent during the summer of 2011 when Tenant and her asthmatic daughter had to move out due to Mold cleaning behind their bedroom windows.

Respectfully Submitted on July 28, 2017:



Naomi Katz, Appellant

Attachments:

Exhibit A - Correspondence with RAP Program Analyst confirming Inspection CD is only 2:03 minutes.

Exhibit B - Violation Notice for Broken Intercom; elevator system door malfunction; and poor lighting due to dirty light fixture.

Exhibit C - Violation Notice regarding improper venting of laundry dryer and other improprieties.

Exhibit D - Landlord Notice to tenants of intention to enter dwelling to replace broken intercom system and install new system.

Recordings re: T14-0243

Costa, Robert <RCosta@oaklandnet.com>
To: Laura Shoaps <lshoaps@centrolegal.org>

Thu, Jul 9, 2015 at 10:22 AM

The inspection CD is only 2:03

Roberto F. Costa

Program Analyst

Rent Adjustment Program

250 Frank Ogawa Plaza, Suite 5313

Oakland, CA 94612

(510) 238-2079

RCosta@oaklandnet.com

From: Laura Shoaps [mailto:lshoaps@centrolegal.org]
Sent: Wednesday, July 08, 2015 1:46 PM
To: Costa, Robert
Subject: Re: Recordings re: T14-0243

Thank you again!

I was just listening to the site inspection, and it appears that the audio clip is cut short. The audio clip ends at 2 minutes and 3 seconds. Is that where your version ends as well? If yours happens to be longer, would you mind re-sending me the site inspection clip? Or alternatively, I could pick it up Friday if that's easier. Sorry for the inconvenience!

Laura

On Wed, Jul 8, 2015 at 11:33 AM, Costa, Robert <RCosta@oaklandnet.com> wrote:

The CD is ready, the earlier you can come and pick it up the better. Go to 6th floor and ask for me there.

Thanks,

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CITY OF OAKLAND

Exhibit B

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

Planning and Building Department

(510) 238-6402

Bureau of Building

FAX:(510) 238-2959

Inspections, Permits and Code Enforcement Services

TDD:(510) 238-3254

www.oaklandnet.com

NOTICE OF VIOLATION

March 19, 2015

Certified and Regular mail

To: UROSEVIC NIKOLA & SANDRA
78 SHEFFIELD DR
DALY CITY CA 94015-1020

Code Enforcement Case No.: 1500836
Property: 520 BODEN WAY, #2
Parcel Number: 023 -0419-015-00
Re-inspection Date: April 21, 2015

The Code Enforcement Division inspected your property on March 13, 2015 and confirmed that the violations of the Oakland Municipal Code (OMC) marked below are present. Photographs of the violations and a brochure explaining how to correct them are enclosed.

Photo	Description of Violation	Location	OMC Section
	Property Maintenance		
	Building Maintenance (Code)		
Yes	Intercom system not functioning. Repair or replace intercom system.	Entry	15.08.050
Yes	Pre door to elevator system does not close properly and metal door closes too fast. Repair elevator doors in an approved manner to close properly.	Wood door in front of elevator door on second level	15.08.050
Yes	Second level walkway light fixture missing side glass enclosure and needs cleaning for safe lighting for tenants. Replace missing small glass panel on fixture and clean glass for proper lighting.	Second level walkway	15.08.050 15.08.260 C

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At this point no fees or other charges have been assessed for these violations. To stop further code enforcement action, you are advised to correct the above violations and either mail or fax the enclosed Owner Certification form with photographs or contact Inspector Randy Schimm, who is assigned to your case, before the re-inspection date shown above. Your inspector is available by phone at 510-238-3846 and by email at rschimm@oaklandnet.com.

If you do not return the Owner Certification form or notify your inspector why you cannot comply and if the re-inspection verifies that all violations have not been corrected, you may be charged for inspection and administrative costs, which can total \$2,045.00. The City may also abate the violations and charge you for the contracting and administrative costs, which can also total over \$1,000.00. In addition, Priority Lien fees in the amount of \$1,194.00 may be assessed if fees are not paid within 30 days from the date of the invoice. Charges may be collected by recording liens on your property and adding the charges to your property taxes or by filing in Small Claims or Superior Court. Furthermore, this Notice of Violation may be recorded on your property.

You have a right to appeal this Notice of Violation. You must complete the enclosed Appeal form and return it with supporting documentation in the enclosed envelope. If the Code Enforcement Division does not receive your written Appeal within 30 days of the date of this notice, you will waive your right for administrative review.

Sincerely,



Randy Schimm
Specialty Combination Inspector
Planning and Building Department

Encl: Blight Brochure
Violation Appeal Form

cc:

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

City of Oakland



CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA - SUITE 2340 - OAKLAND, CALIFORNIA 94612-2031
 Planning and Building Department (510) 238-6402
 Bureau of Building FAX:(510) 238-2959
 Building Permits, Inspections and Code Enforcement Services TDD:(510) 238-3254
www.oaklandnet.com

NOTICE OF VIOLATION

June 4, 2015

Certified and Regular mail

To: UROSEVIC NIKOLA & SANDRA
 78 SHEFFIELD DR
 DALY CITY CA 94015-1020

Code Enforcement Case No.: 1501636
 Property: 520 BODEN WAY, #8
 Parcel Number: 023 -0419-015-00
 Re-inspection Date: July 7, 2015

Code Enforcement Services inspected your property on **May 21, 2015** and confirmed:

- that the violations of the Oakland Municipal Code (OMC) marked below are present.
- that work was performed without permit or beyond the scope of the issued permit and you are receiving this Notice of Violation because you did not get the required permit within three (3) days of receiving the Stop Work Order. You must contact the inspector indicated below before the Re-inspection Date to stop further code enforcement action.

Photo	Description of Violation	Location	OMC Section
Property Maintenance			
Yes	Trash cans/recycling in view. Remove cans from view of public within 12 hours of Waste Management pick up.	Front of property	8.24.020 D 4
Building Maintenance (Code)			
Yes	Dryer venting not approved in laundry room and possible fire hazard. Obtain permits, inspections and approvals and correct in an approved manner.	Laundry room	15.08.050 15.08.140
Yes	Hole in wall in laundry room creating possible vector/rodent issue. Repair hole in an approved manner.	Laundry room	15.08.050
Yes	Public walkway lighting missing light bulbs/burnt out light bulbs and missing glass enclosure on fixtures. Repair replace in an approved manner.	Public walk ways	15.08.260 C 15.08.050

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At this point no fees or other charges have been assessed for these violations. To stop further code enforcement action, you are advised to correct the above violations and contact Inspector Randy Schimm, who is assigned to your case, before the re-inspection date shown above to schedule an inspection. Your inspector is available by phone at 510-238-3846 and by email at rschimm@oaklandnet.com.

If the Property Owner Certification is included in this notice you may also complete the form and include photographs of the corrected violations.

If you do not contact your inspector to discuss why you cannot comply or if applicable, complete the Property Owner Certification form and the re-inspection verifies that all violations have not been corrected, you may be charged for inspection and administrative costs, which can total \$2,045.00. The City may also abate the violations and charge you for the contracting and administrative costs, which can also total over \$1,000.00. In addition, Priority Lien fees in the amount of \$1,194.00 may be assessed if fees are not paid within 30 days from the date of the invoice. Charges may be collected by recording liens on your property and adding the charges to your property taxes or by filing in Small Claims or Superior Court. Furthermore, this Notice of Violation may be recorded on your property.

You have a right to appeal this Notice of Violation. You must complete the enclosed Appeal form and return it with supporting documentation in the enclosed envelope. If Code Enforcement Services does not receive your written Appeal within 30 days of the date of this notice, you will waive your right for administrative review. *Note: Incomplete appeals including, but not limited to an oral notification of your intention to appeal, a written appeal postmarked but not received by us within the time prescribed or a written appeal received by us without a filing fee are not acceptable and will be rejected.*

If you choose to file an appeal no further action can be taken by Code Enforcement Inspectors until you have had the opportunity to be heard by an independent Administrative Hearing Examiner pursuant to the Oakland Municipal Code Section 15.08.380 (B)(3) and a Final Decision is determined. An appeal will be scheduled within 60 days from the date the appeal was filed. A filing fee in the amount of \$113.61 is due at the time of submittal. Payments may be made in person at the Bureau of Building, 250 Frank Ogawa Plaza, 2nd Floor, Cashiering Section or by phone by calling 510-238-4774 (Please include the receipt number and date on your appeal). MasterCard and Visa are accepted.

Administrative Hearing Fees

Filing Fee	\$ 113.61*
Conduct Appeals Hearing Processing Fee	Actual Cost Appeal (Fee charged only if Appellant loses appeal) \$ 681.62*
Reschedule Hearing	\$ 113.61*

**Fee Includes 9.5% Records Management Fee and 5.25% Technology Enhancement Fee*

Sincerely,



Randy Schimm
Planning and Building Department

Enclosures as applicable:

April, 2015
Scan to: Code Enforcement-Chronology-Abatement Activities

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P. 11

CARROLL D

24 HOUR NOTICE

OF INTENTION TO ENTER DWELLING

(CC 1954)

TO: All Tenant(s)/Occupant(s) in Possession;

Ms Neomi KATZ

Located at: 520 BODEN WAY Apt. TWO (2)
OAKLAND, California, 94610

YOU ARE HEREBY NOTIFIED that at or about 9 (A.M.) P.M. on MARCH 21, 2005,
the Owner, Manager, Owner's Agent, or Owner's Employees intend to enter the premises
identified above which you hold and occupy. They should need to stay approximately
0 mins. (hours)

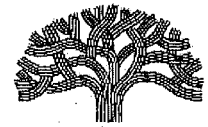
The purpose for entry is as follows:

- Emergency
- To Make Necessary or Agreed Repairs, Decorations, Alterations or Improvements INTERCOM SYS. INSTALLATION
- To Supply Necessary or Agreed Services
- To Show the Dwelling Unit to Prospective or Actual Purchasers, Mortgagees or lenders, Tenants, Workmen or Contractors
- To Determine if the the Tenant has Abandoned or Vacated the Premises

You are not required to be on the premises to provide access. Whoever comes to enter will first knock and after determining that no one is available to answer, will enter using a passkey. If the lock has been changed without proper notice and you have not given the landlord a duplicate key, a locksmith may be called upon to open the door and re-key the locks. Your account will be charged for these services, and you will be provided with a new key. This is intended to be a reasonable notice of at least twenty-four (24) hours. This Notice was personally served or posted and mailed by the Landlord at the following time: 7:40 A. M. (P.M.) and date: 3-19, 2005.

Please contact the undersigned if this time is not convenient for you. Thank you for your anticipated cooperation.

Dated: 3-19 2005 WHL
Owner/Manager (Signature)



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

CITY OF OAKLAND

Housing and Community Development Department
Rent Adjustment Program

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

HEARING DECISION ON REMAND

CASE NUMBER: T14-0243, Katz v. Urosevic

PROPERTY ADDRESS: 520 Boden Way, Unit #2, Oakland, CA

BACKGROUND AND SUMMARY OF APPEAL DECISION

A Hearing Decision in this case was issued on November 14, 2014, which denied the tenant petition. The Hearing Decision held the following: (1) the rent increase from \$918.00 to \$955.61 was valid and justified by banking; and (2) the claim for decreased housing services was denied. The tenant appealed.

An Appeal hearing was conducted on February 25, 2016. The Board remanded the Hearing Decision back to the hearing officer to provide (1) clarification of standards for decreased housing services that do not include code violations and (2) factual analysis of the other issues raised in the tenant appeal. The scope of this Remand Hearing Decision is limited to these two issues.

EVIDENCE AND FINDINGS OF FACT

1. Decreased Housing Services Standard

Under the Oakland Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent¹ and may be corrected by a rent adjustment.² However, in order to justify a decrease in rent, a decrease in housing services must be the loss of a service that was provided at the beginning of the tenancy and is no longer being provided, one that seriously affects the habitability of a unit, or one that was contracted between the parties. The tenant has the burden of proving decreased housing services by a preponderance of the evidence.

¹ O.M.C. §8.22.070(F)

² O.M.C. §8.22.110(E)

The tenant also has the burden of proving that she has given the owner notice of the problems and the owner must be afforded an opportunity to respond and fix the problems before the tenant is entitled to a relief.³

2. Issues Raised in the Tenant's Appeal

Claim of Over-Reaching

1. The Owner did not receive higher rent increase than requested.
2. The Settlement Agreement does not preclude the owner from increasing the rent after July 1, 2012 (page 2).

Computerized Print Out – Banking Calculator

3. The Owner received a rent increase of \$31.61 which is less than the amount in the banking charts whether \$918 or \$850 was charged before the rent increase.

Misquote of Tenant's Testimony

4. The Hearing Officer's statement that the tenant did not provide notice of decreased housing services to the owner did not affect the outcome of the Hearing Decision because the Decreased Housing Services claim was not denied due to lack of notice.

Admission of Evidence

5. The Owner provided good cause for submitting the documents at the hearing because he credibly testified that he had just received the documents from the State of California regarding to the elevator before the hearing.

Claim of Broken Intercom was Ignored

6. The Hearing Officer could not test the intercom because the tenant and the tenant's representative did not appear for the inspection. The Hearing Officer scheduled a site inspection for October 2, 2014. The Tenant requested a postponement. The Hearing Officer granted her request and scheduled a new date for the site inspection for October 23, 2014. The Order Re Site Inspection was mailed to all parties, including Tenant and Tenant's representative with a proof of service. No mail was returned as non-delivered. No one contacted the Rent Adjustment Program office and requested further postponement. Only the owner appeared at the

³ Hearing Decision T11-0191, *Howard v. Smith* (2012)

inspection; the tenant and the tenant's representative did not appear. The Hearing Officer proceeded with the scheduled site inspection on October 23, 2014, at 1:00 p.m.

History of Building's Filth and Blight Ignored

7. The witness, Mr. Nezir Kusljagic, credibly testified that he has cleaned the common areas of the building every other Saturday for the last three months and spends about 4-6 hours each time. Before he started the owner had a different janitorial service that came on a regular basis. The common areas were clean and free of trash, litter, debris and there was no overgrowth of weeds anywhere during the site inspection. The City of Oakland inspection records show two blight complaints from 2010 and 2011. No violation was found in 2010 and the condition in 2011 was abated within a reasonable time. No other blight complaints occurred after August of 2011.

Three Years of Uneven Walkway Dismissed

8. The tiles on the walkways were repaired. The photograph from May of 2012 shows the tiles on the walkway where the surface is even and does not pose a tripping hazard. The portions of the walkway where the tiles were replaced were along the edge of the suspended porch along the railing where one would not step when walking down the walkway. The tenants could still use the walkways. This condition did not represent a loss of service, hazardous condition, or code violation.

Malfunctioning Elevator

9. The tenant submitted a report of one single incident that a lady was stuck in the elevator for one hour on May 26, 2011. This was a single incident and the company servicing the elevator at that time (Hogan & Vest) was called for service and repair immediately. Since 2011 the elevator has been regularly maintained and inspected by an outside company, Star Elevator, in compliance with the State of California requirement. The owner submitted Permit issued on December 28, 2012, showing inspection date of November 27, 2012, with expiration date of November 27, 2013. The owner also submitted a letter dated July 2, 2014, from the State of California re owner's request for the renewal of a permit. The owner explained that he requested the renewal of the permit but the Department of Industrial Relations, Elevator Permits, is always behind due to their staff shortages. There was no evidence that the elevator was ever out of service for any extended period of time. During the inspection, the elevator was working properly and had a current permit.

10. The elevator did not represent a hazardous condition. It was repaired in 2011 and the owner acted reasonably by calling the maintenance service immediately. Since then no other reports of incidents were submitted, only a permit and inspection reports.

Code Violations

11. The evidence did not show any violation, the City of Oakland did not issue any citations, and there was no evidence of any loss of service. Inconvenience does not warrant a decrease in rent under the Rent Adjustment Ordinance.

Hardship to Tenants

- 12 & 13. Standard for the decreased housing services is as follows: In order to justify a decrease in rent, a decrease in housing services must be the loss of a service that was provided at the beginning of the tenancy and is no longer being provided, or one that seriously affects the habitability of a unit or one that was contracted between the parties. Hardship, inconvenience, and damages do not constitute a decrease in housing services under the Rent Adjustment Ordinance.

Breach of Settlement Agreement

14. Per the Settlement Agreement (T10-0074), entered by the parties on August 27, 2010, the Rent Adjustment Program shall have continuing jurisdiction over any dispute that arises concerning this Agreement. The parties agree to submit disputes arising out of this Agreement to binding arbitration before a Rent Adjustment Program staff person, with no right of appeal.⁴ If either party violates this agreement, he or she may be subject to a fine or other sanction pursuant to Rent Board Regulation 8.22.170.A.2.g, in addition to whatever other remedies may be available at law or in equity.⁵

If the tenant felt that the owner was not in compliance with the Settlement Agreement, she should have requested a binding arbitration pursuant to the Settlement Agreement. Filing a Tenant Petition four years after the Settlement Agreement for alleged non-compliance with the Settlement Agreement for all four years was not a proper vehicle. In addition, waiting for four years to allege a non-compliance with the Settlement Agreement from 2010 suggests that the tenant's intent was to avoid the rent increase, which affected the tenant's credibility at the hearing.

Per the Settlement Agreement, the owner agreed to have janitorial service for the common areas of the building twice a month, service the elevator once a month; repair

⁴ Settlement Agreement, paragraph 9, page 2

⁵ Settlement Agreement, paragraph 10, pages 2-3

the steps and tiles outside the tenant's balcony. The Settlement Agreement also provided for the first possible rent increase be two years later, in 2012.

The owner has a janitorial service twice a month, and an elevator company that inspects and maintains the elevator once a month. The steps and tiles outside the tenant's balcony were repaired. Based on the evidence and site inspection, the owner is in compliance with the Settlement Agreement. The rent increase was also in compliance with the Settlement Agreement.

ORDER

1. The Hearing Decision regarding Tenant Petition T14-0243 is affirmed.
2. The rent increase is valid. The tenant's base rent is \$955.61 per month, effective July 1, 2014.
3. The parties are instructed to work out any underpayments of rent, if any occurred, since the Hearing Decision of September 25, 2014.

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 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 26, 2017



Linda M. Moroz
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	1-Feb-1993	MUST FILL IN D9, D10, D11 and D14	Case No.:		CHANGE YELLOW CELLS ONLY
Effective date of increase	1-Jul-2014		Unit:		
Current rent (before increase and without prior cap. improve pass-through)	\$918.00				
Prior cap. imp. pass-through					
Date calculation begins	1-Jul-2003				
Base rent when calc. begins	\$850	If the planned increase includes other than banking put an X in the box → <input type="checkbox"/>			

ANNUAL INCREASES TABLE

Year Ending	Debt Serv. or Fair Return Increase	Housing Serv. Costs increase	Base Rent Reduction	Annual %	CPI Increase	Rent Ceiling
7/1/2014				1.9%	\$ 20.25	\$ 1,085.78
7/1/2013				2.1%	\$ 21.92	\$ 1,065.53
7/1/2012				3.0%	\$ 30.40	\$ 1,043.61
7/1/2011				2.0%	\$ 19.87	\$ 1,013.22
7/1/2010				2.7%	\$ 26.12	\$ 993.35
7/1/2009				0.7%	\$ 6.72	\$ 967.24
7/1/2008				3.2%	\$ 29.78	\$ 960.51
7/1/2007				3.3%	\$ 29.73	\$ 930.73
7/1/2006				3.3%	\$ 28.78	\$ 901.00
7/1/2005				1.9%	\$ 16.26	\$ 872.21
7/1/2004				0.7%	\$ 5.95	\$ 855.95
7/1/2003				-	-	\$850

Calculation of Limit on Increase

Prior base rent	\$918.00
Banking limit this year (3 x current CPI and not more than 10%)	5.7%
Banking available this year	\$ 52.33
Banking this year + base rent	\$ 970.33
Prior capital improvements recovery	\$ -
Rent ceiling w/o other new increases	\$ 970.33

Notes:

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

Revised April 2017

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PROOF OF SERVICE

Case Number T14-0243

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

Naomi Katz
520 Boden Way #2
Oakland, CA 94610

Owner

Nick Urosevic
236 West Portal #276
San Francisco, CA 94127

Nick Urosevic
236 West Portal Way #276
San Francisco, CA 94127

Tenant Representative

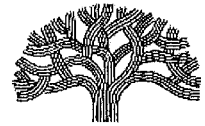
Laura Shoaps
3022 International Blvd 410
Oakland, CA 94601

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

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


Connie Taylor

000024



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

Housing, Residential Rent and Relocation Board

APPEAL DECISION

CASE NUMBER: T14-0243, Katz v. Urosevic
APPEAL HEARING: February 25, 2016
PROPERTY ADDRESS: 520 Boden Way, No. 2
Oakland, CA
APPEARANCES: Naomi Katz Tenant Appellant
Nicholas Urosevic Owner Appellee

Procedural Background

The tenant filed a petition on June 30, 2014, which contested a rent increase in excess of the annual CPI adjustment and also alleged decreased housing services, and a loss of services originally provided by the owner.

The owner filed a timely response, claiming the rent increase was justified on the basis of Banking and no services were decreased. The Hearing Decision denied the tenant petition.

Grounds for Appeal

The tenant filed an appeal on the grounds that the Hearing Decision was not supported by substantial evidence; that the owner is not entitled to Banking because he breached a 2010 settlement agreement; and the hearing officer improperly raised the issue of the Banking amount; and did not properly consider the evidence regarding the decreased housing services claim.

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Appeal Decision

After Board discussion and questions put to both parties, U. Fernandez moved to remand the case back to the Hearing Officer with instructions to provide a clarification of standards for decreased housing services that do not include code violations, as well as a factual analysis of the other issues raised in the tenant appeal. B. Scott seconded.

The Board voted as follows;

Aye: B. Williams, B. Scott, R. Chang, N. Frigault, U. Fernandez

Nay: 0

Abstain: 0

The motion was approved by consensus.

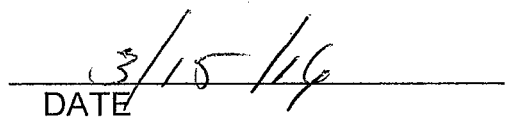
NOTICE TO PARTIES

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

PROOF OF SERVICE

Case Number T14-0243

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 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:

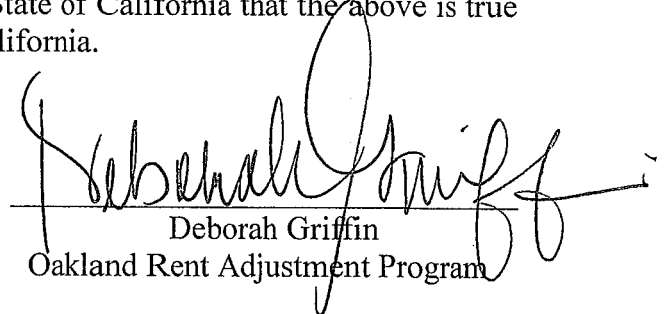
Nick Urosevic
236 West Portal Way #276
San Francisco, CA 94127

Naomi Katz
520 Boden Way #2
Oakland, CA 94610

Laura Shoap
3022 International Blvd. #410
Oakland, CA 94601

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on March 16, 2016 in Oakland, California.


Deborah Griffin
Oakland Rent Adjustment Program

000027



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

CITY OF OAKLAND

Department of Housing and Community Development
Rent Adjustment Program

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

HEARING DECISION

CASE NUMBER: T14-0243, Katz v. Urosevic
PROPERTY ADDRESS: 520 Boden Way, #2, Oakland, CA
DATE OF HEARING: September 25, 2014
DATE OF DECISION: November 14, 2014
APPEARANCES: Naomi Katz, Tenant
Brandon Nicholson, Tenant Witness
Zubair Ali, Tenant Witness
Jo Freeman, Tenant Witness
Bernadette Hunter-Nicholson, Tenant Witness
Stephanie Farve DesVerney, Tenant Representative
James Vann, Tenant Representative
Nick Urosevic, Owner
Nezir Kusljugic, Owner Witness

SUMMARY OF DECISION

The tenant petition is denied.

CONTENTIONS OF THE PARTIES

On June 30, 2014, the tenant filed a petition alleging (1) an unjustified rent increase in excess of the allowable CPI adjustment; (2) decreased housing services; (3) loss of services originally provided by the landlord; and (4) serious problem with the condition of the building.

The owner filed a timely response, alleging that the rent increase was justified by banking and that no services have decreased.

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THE ISSUES

- (1) Is the rent increase justified by banking, and if so, has it been properly calculated?
- (2) Have the tenant's housing services been decreased, and if so, by what amount?

EVIDENCE

Background

The tenant Naomi Katz moved into the property on February 1, 1993, at an initial monthly rent of \$850.00. The subject unit is located in a residential building consisting of nine units. Pursuant to a Settlement Agreement (T10-0074) executed on August 27, 2010, the tenant agreed to a monthly rent of \$918.00, effective September 1, 2010, and the owner agreed that the date for the next earliest rent increase be September 1, 2012. (The copy of the Settlement Agreement was admitted in evidence as Exhibit A.)

On May 29, 2014, the owner served the rent increase notice to the tenant, proposing to increase the rent from \$918.00 to 955.61, effective July 1, 2014. At the hearing, the tenant clarified that she filed the petition because she felt the owner did not comply with the conditions stated in the said Settlement Agreement (Exhibit A). The tenant requested the Settlement Agreement be null and void and her rent reset back to the original monthly rent of \$850.00.

The owner filed a timely response on August 7, 2014, alleging that no services decreased. It is undisputed that the Rent Adjustment Program notice was provided to the tenant together with the rent increase notice. Even though the owner was allowed to increase the rent on September 1, 2012, per the Settlement Agreement, the owner did not give a rent increase in 2012 and 2013, and testified that he calculated the current rent increase based on banking.

Decreased Housing Services

At the hearing, the tenant identified the following items: (1) no regular janitorial service per Settlement Agreement; (2) malfunctioning elevator and no elevator maintenance per Settlement Agreement; (3) crumbling tiles on patios and stairs; (4) back stairs in disrepair; (5) dirt throughout the common areas of the building, including laundry room; (6) broken intercom; (7) overgrowth of weeds in the front driveway; and (8) peeling, stained and chipped paint throughout the tenant unit. The tenant testified that he did not give any written notices to the owner.

The following documents were admitted in evidence:

1. Photographs, pages 1 – 12, as admitted as Exhibit B;
2. Tenant's ex-husband statement, dated 9/17/2014, admitted as Exhibit C;
3. State of California letter re elevator permit, dated 7/2/2014, Exhibit D;
4. State of California Permit to operate elevator, admitted as Exhibit E;

5. Elevator Unit Field Reports, dated after 8/27/2010, admitted as Exhibit F;
6. City of Oakland Log of Complaints, 6 pages, admitted as Exhibit G;
7. Mold Analysis report, Exhibit H;
8. Email correspondence re painting of tenant's unit, Exhibit I.

It should be noted that this hearing will only address issues and supporting evidence pertaining to conditions dated after the execution of the Settlement Agreement of August 27, 2010.

The owner testified that he has a janitorial service twice per month where the common areas of the entire building are cleaned, floors are mopped, trash and debris is picked up, and any other maintenance/repair issues are addressed. The owner's witness (Mr. Nezir K.) testified that he comes to the building every other Saturday and spends from four to six hours cleaning the entire building. The owner also hires a separate person to clean the laundry room on a regular basis. The elevator is regularly maintained and inspected by an outside company Star Elevator per state requirement. When the owner receives a notice from the tenant that something needs to be repaired, he repairs it or hires someone to do the work. The owner testified that there are no outstanding violations relating to habitability that was made aware of, and that the stairs and tiles have been repaired, and that that elevator is in a working condition.

The owner submitted Permit issued 12/28/2012, showing inspection date as 11/27/2012, with expiration date of 11/27/2013. The owner also submitted a letter dated 7/2/2014 from the State of California re owner's request for the renewal of a permit. (The letter and Permit were admitted in Evidence as Exhibit J.) The owner explained that he requested the renewal of the permit but the Department of Industrial Relations, Elevator Permits, is always behind due to their staff shortages.

On October 23, 2014, the Hearing Officer conducted a site inspection of the subject property. The tenant or the tenant's representative did not appear for the inspection. The Hearing Officer took the elevator to the top floor (3rd), walked around the front and back of the building, took the main front stairs down to the second floor, walked around the common areas, took the back stairs to the first floor where the trash cans are and walked along the back of the building. The Hearing Officer walked to the front of the building again, along the porches and inspected the tiles, railings, stairs, and noticed overall cleanliness of the building. The elevator was functioning and working properly, and all the common areas of the building were clean. There was no debris or overgrowth of weeds. The Hearing Officer also checked the front gate and noticed it closed properly and did not open when pushed forward against it.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Settlement Agreement and Decision

Per the Settlement Agreement (T10-0074), entered by the parties on August 27, 2010, if either party violates this agreement, he or she may be subject to a fine or other

sanction pursuant to Rent Board Regulation 8.22.170.A.2.g, in addition to whatever other remedies may be available at law or in equity.¹

Per the Settlement Agreement, the owner agreed to have janitorial service for the common areas of the building twice a month, service the elevator once a month; repair the steps and tiles outside the tenant's balcony.

Based on the evidence, testimony, and the site inspection of the common areas of the building, the owner is in compliance with the Settlement Agreement. Therefore, the Agreement is not null and void, and the rent will not be rolled back to \$850.

Banking

An owner is allowed to bank increases and use them in subsequent years, subject to certain limitations.² 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.³ The banking calculation set forth in the attached Table indicates the allowable banking amount of \$57.83 for the tenant's unit, allowing the rent to increase to \$975.83 (918.00 + \$57.83 = 975.83). Because the proposed rent increase (from \$918.00 to \$955.61) does not exceed the maximum allowable increase based on banking, the proposed rent increase is a valid rent increase.

Decreased Housing Services

Under the Oakland Rent Ordinance, a decrease in housing services is considered to be an increase in rent⁴ and may be corrected by a rent adjustment.⁵ However, in order to justify a decrease in rent, a decrease in housing services must be the loss of a service that seriously affects the habitability of a unit or one that is required to be provided in a contract between the parties. "Living with lack of painting, water leaks and defective Venetian blinds may be unpleasant, aesthetically unsatisfying, but does not come with the category of habitability. Such things will not be considered in diminution of the rent."⁶

The conditions identified by the tenant after August 27, 2014, do not seriously affect the habitability and do not represent any hazardous conditions that would warrant decrease in rent. While the living situation may not be ideal at times, under the Rent Adjustment Ordinance the rent can only be decreased for serious Code violations. None of those occurred. Therefore, the tenant is not entitled to compensation for any decreased services.

¹ Exhibit A, paragraph 10.

² O.M.C. Section 8.22.070(B)(5)

³ RAP Regulations 10.5

⁴ O.M.C. Section 8.22.070(F)

⁵ O.M.C. Section 8.22.110(E)

⁶ *Green v. Superior Court* (1974) 10 Cal. 3d 616 at p. 637

ORDER

1. Petition T14-0243 is denied.
2. The rent increase from \$918 to \$955.61 is a valid rent increase. The maximum allowable rent based on banking is \$975.83.
3. The claim for decreased housing services is denied.
4. **Right to Appeal:** **This decision is the final decision of the Rent Adjustment Program Staff.** Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) days after service of the decision. The date of service is shown on the attached Proof of Service. If the Rent Adjustment Office is closed on the last day to file, the appeal may be filed on the next business day.

Dated: November 14, 2014



Linda M. Moroz
Hearing Officer
Rent Adjustment Program

CITY OF OAKLAND



Department of Housing and Community Development
Rent Adjustment Program

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

CALCULATION OF DEFERRED CPI INCREASES (BANKING)

Initial move-in date	1-Feb-1993	CHANGE ONLY YELLOW CELLS	Case No.:	Katz	
Effective date of increase	1-Jul-2014		Unit:	2	
Rent charged before Increase	\$850		If the planned increase includes other than banking put an X in the box → <input type="checkbox"/>		
Prior cap. imp. pass-through					
Base rent when calc. begins	\$918				
Date calculation begins	1-Sep-12				

ANNUAL INCREASES TABLE

Year Ending	Debt Serv. or Fair Return increase	Housing Serv. Costs increase	Banking before 9/1/2012 or Base Rent Reduction	Annual %	CPI Increase	Rent Ceiling
2/1/2006				1.9%	\$ 25.30	\$ 1,356.68
2/1/2005				0.7%	\$ 9.25	\$ 1,331.38
2/1/2004				3.6%	\$ 45.94	\$ 1,322.13
2/1/2003				0.6%	\$ 7.61	\$ 1,276.18
2/1/2002				3.0%	\$ 36.95	\$ 1,268.57
2/1/2001				3.0%	\$ 35.87	\$ 1,231.62
2/1/2000				3.0%	\$ 34.83	\$ 1,195.75
2/1/1999				3.0%	\$ 33.81	\$ 1,160.92
2/1/1998				3.0%	\$ 32.83	\$ 1,127.11
2/1/1997				3.0%	\$ 31.87	\$ 1,094.28
2/1/1996				3.0%	\$ 30.94	\$ 1,062.41
2/1/1995				6.0%	\$ 58.38	\$ 1,031.46
2/1/1994				6.0%	\$ 55.08	\$ 973.08
2/1/1993				-	-	\$918

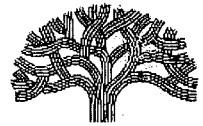
Calculation of Limit on Increase

Prior base rent	\$918.00
Banking limit this year (3 x current CPI)	6.3%
Banking available this year	\$ 57.83
Banking this year + base rent	\$ 975.83
Prior capital improvements recovery.	\$ -
Rent ceiling w/o other increases	\$ 975.83

Notes:

1. IF YOU ENTER BANKING ACCRUED AFTER 1/9/2012 ON THIS TABLE, THE RESULT WILL BE WRONG.
2. CPI increases are calculated on the base rent only, excluding capital improvement pass-throughs.
3. The banking limit is calculated on the last rent paid, excluding capital improvement pass-throughs.
4. Debt Service and Fair Return increases include all past annual CPI adjustments.
5. An Increased Housing Service Cost increase takes the place of the current year's CPI adjustment.
6. Past increases for unspecified reasons are presumed to be for banking.
7. Banked annual increases are compounded.

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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) 238-3691
TDD (510) 238-3254

ORDER RE SITE INSPECTION

CASE NUMBER: T14-0243, Katz v. Urosevic

PROPERTY ADDRESS: 520 Boden Way, Unit #2, Oakland, CA 94610

The site inspection of the above-referenced property was originally scheduled for Thursday, October 2, 2014, at 1:00 p.m.

The tenant's representative requested the postponement of the inspection to the week of October 20, 2014, because the tenant had to be out of state to take care of the family member who was hospitalized.

The new site inspection shall take place as follows:

Date: October 23, 2014
Time: 1:00 p.m.
Place: 520 Boden Way, Oakland, California

Dated: October 7, 2014

A handwritten signature in cursive script, appearing to read "Linda Moroz", written over a horizontal line.

Linda M. Moroz
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE

Case Number T14-0243

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.

SITE

Today, I served the attached Notice of *INSPECTION* 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

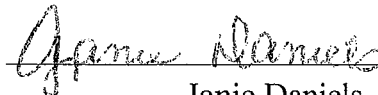
Naomi Katz
520 Boden Way #2
Oakland, CA 94610

Tenant Representative

James Vann
251 Wayne Ave
Oakland, CA 94610

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 08, 2014 in Oakland, CA.



Janie Daniels

Oakland Rent Adjustment Program

000035

PROOF OF SERVICE

Case Number T14-0243

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.

SITE

Today, I served the attached Notice of *INSPECTION* 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

Nick Urosevic

236 West Portal #276

San Francisco, CA 94127

Nikola Urosevic/Hogan and West

750 Pacific Ave

Oakland, CA 94127

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 08, 2014 in Oakland, CA.



Janie Daniels

Oakland Rent Adjustment Program

000036

2014 OCT -1 PM 5: 17



CITY OF OAKLAND

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

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

REQUEST TO CHANGE DATE OF PROCEEDING

H.O. - L. MERZ

IMPORTANT INFORMATION: A request for a change of the date of hearing or mediation must be submitted on this form as early as possible. You must sign this request. **Documentation verifying the reason for the request must be attached to this form.** A postponement may only be granted for good cause shown and in the interests of justice. The agreement of the parties to a postponement is not good cause, by itself. Only one postponement may be granted to a party unless the party shows extraordinary circumstances. The maximum postponement granted is usually 20 days. **Before submitting this request, you must try to reach an agreement with the other party(ies) for a new date for the proceeding.** If you provide two alternate hearing dates, the hearing will be set on one of the agreed dates, if the date is available on the hearing calendar. If it is not available, another date will be chosen.

Case Number(s): T14-0243 Date of Scheduled ^{Site Visit} ~~Hearing/Mediation~~: 10-2-14 (1pm)

Lead Case Title: 520 Boston Way #2, Oakland CA

Name of Party Requesting Postponement: NAOMI KATZ (Tenant)

Contact Telephone Number: 763-0142 ^{representative} FAX Number (not required): _____

I request postponement of the hearing stated above because:
[If you need more space, attach additional sheets.]

per tenant's email: "I am still in NY needing to care for my mother who is in hospital and transferring to rehab. So I cannot be in Oakland for the scheduled time. Can I cancel or postpone the H.O.s visit to the building. She won't be able to properly view my apartment."

The parties agree that the hearing may be postponed to ? or contact Tenant
(Agreed dates will be honored by the Rent Adjustment Program if)

OR

I contacted the opposing party(ies) and we were unable to agree on a date for the re-scheduled hearing.

I declare under penalty of perjury pursuant to the laws of the State of California that the information provided in support of this request is true and correct.

Date: 10-1-14

James E. Khan (rep. for Tenant Naomi Katz)
(Signature)

THE HEARING DATE IS NOT CHANGED UNLESS THIS REQUEST IS GRANTED IN WRITING.

CHRONOLOGICAL CASE REPORT

Case No.: T16-0254
Case Name: Sardelich v. MRE
Property Address: 68 Vernon, No. 4, Oakland, CA
Parties: Peter Sardelich (Tenant)
Richard Odenheimer (Landlord)

TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	May 17, 2016
Owner Response filed	June 1, 2016
Hearing Decision issued	October 14, 2016
Tenant Appeal filed	November 1, 2016

CHRONOLOGICAL CASE REPORT

Case No.: T16-0254
Case Name: Sardelich v. MRE
Property Address: 68 Vernon, No. 4, Oakland, CA
Parties: Peter Sardelich (Tenant)
Richard Odenheimer (Landlord)

TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	May 17, 2016
Owner Response filed	June 1, 2016
Hearing Decision issued	October 14, 2016
Tenant Appeal filed	November 1, 2016
Additional Documents submitted By Tenant (Note: small 3X5 Memo book Available in case file.)	August 16, 2017

2016 NOV -1 PM 2: 32

APPEAL

City of Oakland Residential Rent Adjustment Program 250 Frank Ogawa Plaza, Suite 5313 Oakland, California 94612 (510) 238-3721	
Appellant's Name Peter J. Sardelich	Landlord <input type="checkbox"/> Tenant <input checked="" type="checkbox"/>
Property Address (Include Unit Number) 68 Vernon Street Apt. #4 Oakland, CA 94610-4228	
Appellant's Mailing Address (For receipt of notices) Same As Above	Case Number T16-0254 Date of Decision appealed 10/12/2016
Name of Representative (if any)	Representative's Mailing Address (For notices)

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

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

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 November 1st, 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:

Name	MRE Commercial Real Estate Attention Mr. Richard Odenheimer
Address	6001 Shellmound Steet Suite #825
City, State Zip	Emeryville, CA 94608
Name	
Address	
City, State Zip	

SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE October 31st, 2016
--	--------------------------------

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 31st, 2016

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2016 NOV -1 PM 2:33

City Of Oakland Department of Housing
Community Development
Rent Adjustment Program
250 Frank H. Ogawa Plaza, Suite #5313
Oakland, CA 94612-1220

RE: My Appeal Of The Hearing Decision
Of Case: T16-0254.

To Whom It Does Concern,

1. At the time of this hearing on September 14th, 2016. This tenant presented Department of Motor Vehicle evidence. That verified his age as 69 years, 10 months and 14 days old. Accompanied with the fact, that this tenant first moved into unit #4 on 08/15/1980. And for the past thirtysix (36) years, he has resided in this apartment.

Thereby meeting the regulatory definition as a "Elder" tenant, deserving of "Protected Status", according to regulation 8.22.360A.9.g.

However, this hearing officer failed to address this issue in her decision on this case. Furthermore, this hearing officer did not require this landlord, to submit a written plan, on how he was going to comply with this regulation.

This long term tenant, is demanding that this landlord develop and submit a written plan on how he is going to comply with this regulation, for this Elderly tenant.

2. This hearing officer did acknowledge the chronic history of problems, this tenant has had in unit #4. Due to the negative behaviors of tenants in unit #5. This tenant filed a petition in 2012, T12-0162. Because this tenant in #5, was using an oxygen breathing machine at night. That was disturbing his peace and quiet. When that tenant moved out, those disturbing behaviors ended.

Then, on 12/25/12, at about 11:10pm, two (2) new tenants move into #5. Waking me up by stomping from room to room, dropping heavy objects on my ceiling. They do it again on 12/26/12 at 10:55pm, and wake me up again. Also, they are self employed, working out of apartment #5. They woke me up thirtyone (31) times. Before their business and relationship fail, moving out on 09/04/14.

On 09/14/14, three (3) new tenants, a German shepherd dog and a cat move in to #5. I was home that day, when Richard Odenheimer and the new tenants moved in. Mr. Odenheimer showed them how to stomp up the stairs, in this three story apartment building. As well as showing them how to stomp from room to room, repeatedly dropping objects on my ceilings. Most importantly, they engage in lots hammering and building noises in #5's bedroom, that is directly above my bedroom in #4.

As a result of their work, I am now hearing louder and more disturbing noises as these new tenants prepare to go to bed and get up each morning.

Compelling me in August 2015 to file a petition, involving mediation. That resulted in Mr. Odenheimer writing a letter to the tenants in #5, informing them of my complaints. And requesting them to do their best to minimize their noises.

000042

RECEIVED
CITY OF OAKLAND
RENT ABATEMENT PROGRAM
2016 NOV 11 AM 2:33

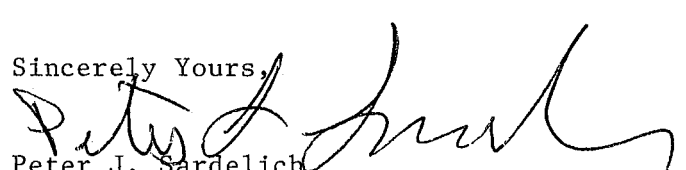
It does appear to this tenant, that Mr. Odenheimer attracted the new disturbing modifications to this bed in #5. That, has been destroying my peace and quiet. As of this writing, they have woke me up fifty five (55) times due to their disturbing noises.

The last time I spoke to the tenants in #5 about their disturbances. They told me to talk to Mr. Odenheimer. After that conversation, I had no other choice, but to file another petition, due to their egregious violations of regulations and common human decency. This tenant contends, that Mr. Richard Openheimer has conspired and colluded with these and previous tenants, to disturb my peace and quiet enjoyment of unit #5.

Recommendations:

1. A \$100.00 reduction in my rent, to \$1,265.29 [#1,365.29 - \$100.00 = \$1,265.29]
2. "The Bed" in unit #5 must be dismantled and removed from the property of 68 Vernon Street. And replaced with a normal box spring and mattress.
3. MRE Commercial Real Estate needs to immediately comply with regulation 8.22.360A.9.g. regarding my Elderly, Protected Status. Enclosed with this letter are photocopies of my California Senior Citizen Identification Card my California Drivers License. And produce a written plan on how this landlord is going to comply with this regulation.
4. Have the tenants in unit #5 immediately comply with regulation 8.22.360A5 and stop destroying my peace and quiet use of my apartment. With their disturbing chronic, repetitive noises and behaviors.

Sincerely Yours,


Peter J. Sardelich
68 Vernon Street Apt. #4
Oakland, CA 94610-4228
Home Telephone: 510-832-7922

Enclosures: (2) California Senior Citizen Identification Card M0900772,
California Driver License M0900772.

000043

CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM

2017 JUL 12 AM 11:08

City of Oakland
Department of Housing Community Development
Rent Adjustment Program
250 Frank Ogawa Plaza, Suite 5313
Oakland, CA 94612-1220

RE: My Appeal of the 10/12/16 Decision
on T16-0254, Sardelich v. MRE.

To Whom It Does Concern,

Please refer to the enclosed copies of my transcribed running notes, pages 20 to 29. That documents the perpetual disturbing noises and behaviors of the tenants residing in Apt. 5. At 68 Vernon Street, Oakland, CA. I reside directly below them in Apt.4, that has the same floor plan as they have. Also enclosed with this letter are two (2), 3" X 5" memo books with my notes, regarding their disturbing behaviors.

That is from 08/24/16, until this writing these tenants have:

- 1.) Woken me up from my sleep fortytwo (42) times.
- 2.) As well as disturbing my peace and quiet, on an almost daily basis, in my apartment.

This elderly resident (bd: 10/26/1946), has resided in this apartment for well over five (5) years. Thereby meeting the regulatory definition of "protected status" in this apartment.

Furthermore, Mr. Richard Odenheimer, the founder and managing partner of MRE Commercial Real Estate. Has played a direct role in selecting the current as well as the former residents who have moved in to Apt. 5. Who have systematically destroyed my peace and quiet in Apt. 4.


Moreover, this landlord must be sanctioned by the Oakland Department of Housing for his egregious behaviors. Inorder to send a clear and convincing message to him. And any other unethical and illegal landlords in this city. Who make the decision to collude and conspire with new tenants. For the purpose of chronically destroying the peace and quiet of other long term tenants residing in thier Oakland apartment buildings.

Therefore, there must be significant consequences and a price to pay for their illegal behaviors. Here are my recommendations to deal with and resolve this problem of mine.

- 1.) A \$100.00 adjustment to my monthly rent to \$1,265.29 [$\$1,365.29 - \$100.00 = \$1,265.29$].
- 2.) The current tenants residing in Apt. 5 obviously have no intention of ever complying with Regulation 8.22.360A4. By continuing to destroy my peace and quiet with an almost daily frequency from Apt. 5. Therefore, they need to given a sixty (60) eviction notice.

3.) With their eviction, "The Bed" in Apt. 5 will be dismantled and removed from this property at 68 Vernon Street. And, replaced with a bed, that does not disturb the Peace & Quiet, of the resident residing below them.

Sincerely Yours,


Peter J. Sardelich
68 Vernon Street Apt. 4
Oakland, CA 94610-4228
Home Telephone: 510-832-7922

Enclosures: (2)

1.) Two (2) 3" x 5" Memo Books.

2.) My transcribed reflection of the disturbances from these Memo Books, pages 20 to 29.

000046

08/24/16 04:05am Four, repetitive disturbing noises from #5
07:54am Loud hammering like noises.
09:41pm - 10:48pm More repetitive disturbing noises.

08/25/16 10:48pm Disturbing repetitive noises.

08/27/16 07:46pm - 08:34pm Very loud talking, stomping room to room, that escalates to yelling.

*08/28/16 03:14am - 03:41am They "Wake Me Up" with thier disturbing noises, yelling at one another.
07:30pm - 08:33pm Stomping room to room.

08/29/16 06:37pm - 09:20pm They are stomping from room to room as they are engaged in hours of repetitive noises, dropping objects on the floor.

08/30/16 08:05am - 09:03am Stomping room to room, yelling and disturbing repetitive noises.

08/31/16 06:57pm - 08:01pm Stomping room to room, sliding heavy objects on thier hardwood floors, and repetitive disturbing noises.

09/01/16 12:04am Disturbing noises
* 07:08am - Thier disturbing noises Woke Me Up. It sound like they are playing 'fetch' with thier dog & dragging large objects on floor.
10:28pm - 11:50pm More stomping room to room, new louder objects falling on my ceiling.

09/03/16 12:22am - 01:55am They come home stomping room to room, Slamming Doors, & other disturbing noises & LOUDER, NLSN
* 06:50am - 07:18am They Wake Me Up with thier disturbing noises
07:27pm - 08:54pm

09/04/16 06:35pm - 09:03pm More disturbing repetitive noises.

09/05/16 12:14pm - 12:38pm Loud disturbing noises, stomping room to room.
08:20pm - 09:10pm More disturbing repetitive noises.

*09/06/16 06:05am - 06:57am They WAKE ME UP, with disturbing noises.

09/07/16 09:28am Disturbing Noises.
10:29pm Disturbing Noises, heavy object falls on my ceiling.

09/08/16 12:58am Disturbing noises.
08:pmish Disturbing noises.

09/09/16 12:53am - 02:08am Disturbing noises.

09/10/16 09:34am Perpetual noises.
03:27pm - 09:30pm Constant Hammering, Hammering, Hammering...

09/11/16 08:14pm - 09:52pm Stomping room to room & repetitive disturbing noises.

09/12/16 07:05pm - 10:50pm More disturbing noises, Large, heavy objects falling on my ceiling.

09/13/16 11:45pm - 11:59pm Loud, heavy objects keep falling on my ceiling from #5.

09/14/16 07:25pm - Disturbing noises & objects falling on my ceiling.

*09/16/16 08:54am - 10:37am Disturbing noises WAKE ME UP. As they stomp room to room, sliding heavy objects on my ceiling

09/18/16 07:41pm - 11:20pm Lots of hammering, stomping room to room, large objects fall on my ceiling

*09/19/16 06:30am - They Wake Me Up with their disturbing noises.
06:54pm - 07:01pm Slamming doors & other disturbing noises.

09/20/16 12:39am - 01:28am Disturbing noises

09/21/16 12:05am Disturbing noises

*09/22/16 06:45am They Woke Me Up with disturbing noises.
06:05pm - 09:23pm Repetitive, disturbing noises.

09/23/16 08:32am - 01:17pm Stomping room to room, dropping objects & other disturbing noises

09/24/16 01:44am Disturbing noises.
11:43am - Some one in Hard Heel shoes stomping room to room & making repetitive disturbing noises.

*09/26/16 06:45am - 07:19am Thier disturbing noises WAKE ME UP!
09/27/16 07:21pm - 11:30pm Disturbing noises.

09/28/16 10:15pm - 11:33pm A heavy object falls on my ceiling making loud disturbing noise.

09/30/16 12:10pm - 11:23pm A Louder NLSN, accompanied with other loud disturbing noises as they stomp room to room.

000047

CONFIDENTIAL

10/01/16 09:18am - NLSN & more disturbing noises.
02:31pm - 11:45pm Perpetual, disturbing noises, NLSN, stomping room to room & repeatedly dropping objects on my ceiling as I can hear them yelling and laughing
2017 JUL 12 AM 11:08

10/02/16 01:33am Disturbing noises.
09:08am - 10:47am Disturbing noises
06:14pm Disturbing noises.

10/06/16 10:37pm - 11:12pm Repetitive disturbing noises.
10/07/16 08:07am - 08:55am NLSN, a very heavy object falls on my ceiling as they stomp room to room
06:46pm - 11:59pm Repetitive disturbing noises, dog barking as heavy objects roll across my ceiling.

10/09/16 04:42pm - 05:23pm Disturbing noises & sliding objects on my ceiling.
*10/10/16 05:55am - 06:43am They WAKE ME UP with their disturbing noises.
10/13/16 08:57am Disturbing noises.
10/14/16 07:23am - 08:34am Loud disturbing noises, slamming doors.
05:20pm - 09:02pm Disturbing noises.
10/16/16 09:39am Disturbing noises.
01:47pm - 04:48pm Repetitive disturbing noises, stomping room to room with hard heel shoes.

*10/17/16 06:50am - 08:11am They Woke Me Up. Stomping room to room,
09:20pm Dropping objects on my livingroom ceiling.
10/18/16 07:17pm - 11:37pm Repetitive disturbing noises, dropping objects on my ceilings stomping room to room
10/19/16 07:45am - 08:18am Disturbing noises & dropping objects on my ceilings.
08:27pm - 11:21pm Disturbing repetitive noises.
10/20/16 05:45pm - Disturbing noises.
10/25/16 08:54pm Lots of Hammering noises.
*10/28/16 05:30am - 07:10am They WOKE ME UP! Dropping objects, dropping more objects & the NSLN.
06:52pm - 10:33pm Repetitive disturbing noises, dog barking.
10/29/16 12:49am NLSN, stomping room to room & dropping objects on my ceiling.
09:37am Disturbing noises.
06:16pm - 11:15pm Thirteen (13) very loud noises, as they drag very heavy objects over my celings, stomp room to room, accompanied with very loud talking and laughing & bouncing balls playing with their dog.

10/30/16 09:37am - 12:34pm Disturbing noises, stomping room to room
03:37pm Disturbing noises.
10/31/16 08:27am Disturbing noises.
11/01/16 12:29am Disturbing noises.
05:37pm Disturbing noises and stomping room to room.
11/03/16 08.16pm - 10:06pm Disturbing noises.
11/04/16 01:25am Disturbing noises
* 05:37am - 07:35am They WOKE ME UP!
05:42pm - 06:02pm Loud repetitive noises, sliding heavy objects on my ceilings
11:41pm The Loudest, NLSN.
11/05/16 10:01am Disturbing noises caused by their repetitive noisy behaviors.
12:41pm Stomping room to room & a Newer, more disturbing NLSN on four occasions.
03:57 - 04:35pm Stomping, sliding objects on my ceiling & then causing their dog to continously bark, bark & bark...

*11/06/16 12:09am - They WAKE ME UP, with a very loud heavy object falling on my bed room ceiling
10:23am - Disturbing noises.
02:52pm - 09:38pm Repetitive disturbing noises.

000048

*11/07/16 05:37am - 07:00am Woke Me UP! Followed by disturbing noises from their behavior
 11/08/16 0923:pm - 10:07pm Disturbing noises.
 11/09/16 08:19am 08:19am Large, heavy objects fall on my ceilings & NLSN is LOUDER.
 11/10/16 07:32pm - 08:47pm They stomp up teh stairs, into #5 and room to room.
 11/11/16 01:33am Disturbing noises, dropping objects.
 09:26am - 10:04am Stomping room to room & dropping objects on my ceiling.
 *11/12/16 12:59am - 03:47am A heavy object drops on my bedroom ceiling & WAKES ME UP!
 09:35am Another heavy object falls on my ceiling
 11:35am More disturbing noises.
 02:15pm - 07:15pm Another loud heavy object falls on my ceiling.
 11/13/16 04:42pm Stomping room to room.
 06/18pm A occupant of #5, stomps up the stairs, stomps inside #5
 & stomps room to room.
 11/14/16 07:03pm A occupant in #5, stomps up the stairs, into #5, and stomps
 room to room.
 11/18/16 10:02am - 10:18am Stomping from room to room, dropping heavy objects on my
 ceilings.
 11/19/16 11:53pm Another heavy objects falls loudly on my bedroom ceiling.
 11/20/16 08:12am - 09:44am Perpetual noises as they stomp from room to room.
 09:04pm - 10:36pm Disturbing noises, & some one in Hard Heel shoes is stomping
 from room to room.
 *11/21/16 06:55am They WAKE ME UP, with loud disturbing noises.
 10:31pm - 11:19pm Disturbing noises as they are sliding heavy objects over
 my ceilings.
 11/22/16 10:27pm - 11:16pm More large objects fall on my ceilings.
 11/23/16 01:13am Disturbing noises.
 09:03am - 11:08pm Disturbing noises.
 11/26/16 09:03am - 09:54am Disturbing noises.
 01:05pm - 11:08pm During this 10 hours of disturbing noises they were stomping
 room to room, continously HAMMERING, repeated objects are
 falling on my ceilings as they slide a host of objects over
 my ceilings.
 11/28/16 08:27pm - 11:59pm Stomping room to room, repetitive disturbing noises.
 11/29/16 12:00am - 01:57am Dropping objects on my ceilings & other disturbing noises.
 12/01/16 09:53pm Disturbing noises & sliding objects on my ceilings
 12/02/16 05:17pm - 09:29pm Disturbing noises & sliding objects on my ceilings.
 12/03/16 09:21am A large heavy object falls on my kitchen ceiling
 03:22pm - 10:33pm Repetitive disturbing noises
 12/04/16 09:58am - 10:09am Stomping room to room in hard heel shoes
 04:33pm A Large heavy object falls on my ceiling.
 *12/05/16 05:53am They WAKE ME UP, with their disturbing behaviors.
 12/07/16 12:07am - 12:13am NLSN, dropping and sliding objects on my ceilings.
 07:27pm - 10:37pm Stomping room to room with other repetitive disturbing noises.
 12/08/16 06:30pm 08:16pm Disturbing repetitive noises.
 12/09/16 07:41am - 08:05am Stomping room to room & other disturbing noises.
 12/10/16 08:48am Disturbing noises.
 01:22pm - 03:23pm More disturbing noises
 07:11pm - 07:53pm Disturbing as some one is also stomping around my ceilings in
 hard sole heel shoes.
 12/11/16 12:02am - 12:28am Some one stomps up the stairs, into #5 with other disturbing
 noises.
 01:00pm Some one stomping room to room.
 07:11pm - 08:37pm Very loud stomping room to room.
 12/15/16 07:53am Disturbing noise stomping room to room & NLSN.

000049

12/16/16 10:03am - Dropping objects on my ceilings & NLSN.
 *12/17/16 05:02am They woke me up with their disturbing noises
 08:02pm Stomping up the stairs, into #5 & room to room
 12/18/16 03:05pm - 09:35pm Stomping room to room, loud electric tool noises e.g. SANDING
 OBJECTS & other machinery like noises. As they slide objects &
 the noises get progressive LOUDER as they drop heavy objects
 on my ceilings.
 *12/19/16 08:05am A heavy object falls loudly on my bedroom ceiling & WAKES ME UP
 08:47pm - 10:27pm Repetitive disturbing noises.
 *12/20/16 07:47am They WAKE ME UP! With their disturbing noises.
 09:08pm - 10:33pm Disturbing noises.
 12/21/16 07:47am Disturbing noises
 08:32am A very large object falls on my ceiling
 12/22/16 11:49pm Stomping room to room, with disturbing noises & NLSN.
 12/23/16 12:27am A Louder, NLSN & other disturbing noises.
 * 09:12am - 09:34am They Woke Me Up with their disturbing noises
 12/26/16 01:03pm - 01:23pm Stomping room to room, dog barking, NLSN & dropping objects on
 my ceiling.
 12/28/16 12:37am - 01:10am Disturbing noises, stomping room to room & the NLSN is the
 Loudest, it has ever been.
 09:47am More disturbing noises.
 12/29/16 02:02am - NLSN
 06:27pm - 11:16pm Lots of repetitive noises over all my ceilings disturbing my
 peace & quiet.
 *12/30/19 12:38am They Woke Me Up, when a very heavy object falls on my bedroom
 ceiling.
 09:51am - 11:27am NLSN, dropping objects on my ceiling, then a heavier object
 makes a LOUDER DISTURBING noise & they are sliding heavy
 objects on my ceilings.
 12/31/16 09:45am NLSN, with disturbing noises and dropping objects & sliding
 objects over my ceilings
 11:31am - 11:37am They are stomping room to room, sliding heavy objects over my
 ceilings.
 06:57pm More perpetual noises.
 *01/01/17 01:21am - 01:30am They WOKE ME UP THIS A.M. with very loud disturbing noises.
 12:06pm - 10:47pm Very loud stomping room to room, repetitive disturbing noises
 with heavy objects falling on my ceilings.
 01/02/17 09:50am A more disturbing Louder NLSN
 10:37am - 10:10pm Stomping room to room in hard heel shoes, sliding heavy &
 heavier objects over my ceilings, as they stomp up the stairs
 and room to room in #5.
 01/03/17 08:00am A Louder NLSN, as they stomp room to room in #5.
 01/04/17 07:47am NLSN
 01/05/17 08:31am They are sliding very heavy objects over my ceilings.
 01/06/17 07:29am - 08:02am NLSN & other disturbing noises
 06:37pm Very loud disturbing noises.
 11:10pm NLSN
 *01/07/17 02:17am - 02:31am They Wake Me Up, with loud hard heel stomping room to room.
 08:23am Stomping room to room.
 04:04pm - 10:35pm Repetitive disturbing noises, HAMMERING & HAMMERING IN #5.
 01/08/17 10:20am - 10:56am Five (5) separate NLSN's
 03:33pm - 11:07pm Repetitive disturbing noises.
 *01/09/17 05:27am They WAKE ME UP, with disturbing noises
 07:33am - 07:51am NLSN, & dropping objects on my ceiling & other disturbing noise
 11:25pm NLSN & stomping room to room

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01/10/17	11:32pm	-	NLSN & other disturbing noises.
01/12/17	07:23am	-	A Louder NLSN, with four (4) distinct disturbing sounds.
	08:03am		Hard heel stomping room to room.
	10:20pm		Disturbing noises.
01/13/17	07:56am		NLSN & stomping room to room.
	05:20pm		Stomping room to room.
	07:52pm		Hard heel stomping room to room, disturbing noises & sliding objects over my ceilings.
01/14/17	08:32am	- 09:22am	NLSN, Stomping room to room, & repetitive noises.
01/15/17	12:10am	- 12:35am	Hard Heel stomping room
	02:11am		Disturbing noises.
	04:04pm	- 06:25pm	Stomp up the stairs into #5, large objects fall on my ceiling
			erpetitive noises & dragging heavy objects over my ceilings.
01/16/17	09:43am		Eleven seperate & distinctive NLSN's
	09:57am	- 10:32am	Stomping & sliding objects over my ceiling.
	08:27pm	- 09:47pm	Stomping up the stairs into #5, slamming doors,
01/17/17	07:53am		Five (5) sepeerate NLSN
01/18/17	08:20am		Hard Heel stomping room to room, Five (5) distinctive NLSN
	09:49pm	- 10:26pm	NLSN, Stomping, Dropping objects, stomping room to room
01/20/17	07:07am		NLSM+
	07:27am	- 11:32pm	More disturbing noises, very loud laughing, repeatedly dropping objects on my ceiling, louder & louder talking until a very heavy object falls on my ceiling.
01/22/17	02:12am		Heavy stomping room to room
	11:37pm	- 11:59pm	Stomping, then disturbing noises get louder & louder like something broke in their bedroom.
01/23/17	12:33am		Disturbing noises.
	07:37pm		Some one in #5 stomps up the stairs, into #5, stomps room to room along with repetitive noises.
	08:01pm		A loud heavy object falls on my ceiling
	08:42pm		A louder & heavier object falls on my ceiling.
01/24/17	06:11pm		Repetitive disturbing noises
01/26/17	07:43am		Four distinct seperate NLSN
	09:26am		More disturbing noises.
01/27/17	07:34pm		Stomping up the stairs into #5
	08:10pm	- 11:46pm	More Hammering, very loud voices, object falls on my ceiling & repetitive noises.
01/28/17	05:03pm		NLSN
01/29/17	12:35pm		NLSN
	01:04pm	- 10:37pm	Nine (9) hours of continous repetitive noises, with objects falling on my ceiling.
01/31/17	07:05pm	- 09:25pm	Disturbing repetitive noises & NLSN are getting louder & louder.
*02/01/17	02:11am		A very heavy object falls on my ceiling & WAKES ME UP.
	05:39pm		More heavy objects fall on my ceiling with repetitive disturbing noises as they stomp room to room.
02/05/17	07:39pm	- 10:01pm	Slamming doors, stomping from room to room & other disturbing noises.
02/06/17	08:21pm	- 08:47pm	A very loud, heavy object falls on my ceiling
02/09/17	01:32am		Disturbing noises coming from #5.
02/10/17	08:23pm	- 10:22pm	Repetitive disturbing noises.
*02/12/17	01:38am	- 01:18am	They come home stomping & WAKE ME UP!
	06:36pm	- 11:23pm	Over these approximately 5 hours of disturbing noises, hard heel stomping room to room, sliding heAVy objects over my ceilings with other repetitive disturbing noises,
02/17/17	11:46am	-	NLSN
	05:57pm		Repetitive disturbing noises

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02/17/17	11:46am	-	NLSN
	05:57pm		Repetitive disturbing noises
02/18/17	09:27am	- 09:52am	NLSN & stomping room to room
	05:32pm		Repetitive disturbing noises
02/19/17	02:37pm	- 04:32pm	Repetitive disturbing noises.
02/20/17	08:20am	- 08:37am	Disturbing noises, & a very loud object falls on my ceiling as stomp room to room.
	11:31pm		Another large heavy object falls on my ceiling.
02/21/17	08:11am		Disturbing noises & another large heavy object falls on my ceiling.
	06:11pm		Disturbing repetitive noises
02/22/17	12:23am		Another Large, Heavy Object falls on my bedroom ceiling followed by repetitive disturbing noises.
02/23/17	01:10am		Disturbing noises
	09:20pm		Stomping up the stairs & into #5 stomping room to room.
02/24/17	08:14am		NLSN
	07:53pm	- 11:37pm	Repetitive disturbing noises
02/25/17	10:53am		Another Large Heavy Object falls on my ceiling.
	06:47pm	- 09:31pm	Repetitive disturbing noises & they are dragging heavy objects across my ceilings.
02/26/17	12:36am	-	Disturbing noises.
	07:43am	- 07:57am	NLSN & disturbing noises.
	05:42pm		Dropping objects on my ceilings with disturbing noises.
03/02/17	06:46pm	- 09:37pm	Disturbing noises & very Loud Talking.
03/03/17	12:33pm	- 11:12pm	Over these 10+ hours they are HAMMERING, stomping room to room large heavy objects are falling on my ceilings, dragging objects over my ceilings with repetitive disturbing noises.
03/04/17	08:45am		NLSN & lots of other disturbing noises.
	04:07pm		Stomping room to room & other disturbing noises.
03/05/17	09:22am	- 01:13pm	Over these 3+ hours there are loud disturbing noises, heavy large objects are falling on my ceiling, repeated stomping room to room, repeatedly sliding heavy objects on my ceiling.
03/09/17	09:15am	- 07:30pm	A work crew arrives to work on the eastside metal gate. However they then engage in horrendous noises with drilling & cement work. Mr. Odenheimer did not give a notice for this work.
	10:40pm		Disturbing noises from #5.
03/10/17	05:19pm	- 05:33pm	Disturbing noises,
	09:53pm		Disturbing noises
03/11/17	10:31am	- 11:06am	NLSN & disturbing noises
	08:35pm	- 10:41pm	Disturbing noises, dropping objects on my ceiling
03/12/17	12:22am	- 12:46am	Repeatedly dropping heavy objects on my ceiling & very loud talking & stomping room to room.
	09:01am		NLSN, stomping room to room
*03/17/17	07:32am	- 08:01am	They Wake Me Up with Louder NLSN with five (5) loud distinctive disturbing noises.
	10:31pm	- 11:35pm	They stomp up the stairs, stomp into #5 & make more disturbing noises.
03/18/17	11:24am	- 01:47pm	Disturbing noises & loud repetitive noises.
	05:13pm		Disturbing noises.
	09:07pm		A new, louder disturbing repetitive sounds & noises.
03/19/17	01:37pm	- 02:42pm	Lots of Hammering, stomping room to room & NLSN
03/20/17	07:29am	- 08:03am	Disturbing noises.
*03/21/17	08:03am		They Woke Me Up with NLSN+.
03/22/17	12:12am		NLSN & disturbing noises.
	10:02pm	- 11:31pm	Disturbing noises, stomping around & dropping objects on my ceiling.

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03/23/17	01:02am -		Disturbing noises & dropping objects on my bedroom ceiling.
	10:43pm		Stomping room to room & the NLSN is LOUDER than before.
*03/24/17	07:40am		They WOKE ME UP, with a LOUDER, NLSN.
	06:03pm		Disturbing noises & repeatedly sliding heavy objects over my bedroom ceiling.
03/26/17	04:50pm		Repetitive disturbing noises
	11:10pm		Disturbing Noises.
03/27/17	06:53am -	07:44am	Disturbing noises, sliding heavy objects on my ceiling, NLSN"+'
			stomping room to room
03/28/17	07:57am -	08:06am	NLSN, stomping room to room & making disturbing noises.
	11:23pm -	11:27pm	Stomping around making disturbing noises & NLSN.
03/30/17	07:45pm		Stomping room to room & making disturbing repetitive noises.
	11:23pm -	11:27pm	A very Loud, NLSN
03/31/17	10:57am -	11:50am	NLSN with their disturbing noises
	10:57pm		NLSN
04/01/17	09:22am -	09:31am	Disturbing noises & their NLSN
	05:47pm		Stomping room to room & they dropped a heavy object on my ceiling.
04/02/17	11:32am		A new, loud, Disturbing Machine Like noises going on & off
	10:01pm -	10:21pm	Disturbing noises.
	11:07pm		NLSN
*04/03/17	07:13am -	07:16am	They Woke Me Up with Louder, NLSN
	06:59pm		Disturbing noises.
04/04/17	07:23pm		Stomping up the stairs, room to room & engage in repetitive noises.
04/05/17	07:34am		NLSN+
04/06/17	07:49am		NLSN+
	10:03pm		New, very loud BANGING NOISES.
04/07/17	10:02pm		Disturbing noises
04/08/17	10:03am -	11:10am	NLSN+ & Disturbing noises
	01:15pm -	04:52pm	Perpetual Noises (PN), NLSN+, with disturbing noises.
04/09/17	12:37am -	01:31am	"PP", stomping room to room with hard heel shoes, objects falling on my ceilings, they are sliding objects on my ceiling
			dropping objects on my ceiling
	08:23am -	09:58am	Very Loud Heavy object falls on my ceiling as they stomp room to room.
04/10/17	11:37am		NLSN
04/13/17	07:33pm		Stomping up the stairs, stomp room to room with repetitive noises.
04/14/17	08:06am		NLSN+ with disturbing noises.
*04/16/17	07:22am		They Woke Me up with NLSN+, dropping objects on my ceiling stomping room to room.
04/17/17	06:11pm -	07:01pm	Stomping room to room & I can hear very loud talking & laughing
04/18/17	07:37pm		Stomping & NLSN+
04/19/17	07:22pm -	10:37pm	Heavy Objects repeatedly fall on my ceiling with disturbing noises
04/20/17	07:07pm -	11:06pm	Stomping up stairs & stomping room to room in #5, sliding objects on my ceilings & falling on my ceilings.
04/21/17	02:33pm -	04:41pm	A new Loud, Mechanical like buzzing noises, dragging objects on over my ceilings & disturbing repetitive noises.
04/22/17	02:21pm -	02:53pm	Disturbing noises & repetitive disturbing noises.
04/25/17	02:53pm		Disturbing repetitive noises.
*04/26/17	06:47am		They Woke Me Up, when heavy object & other disturbing noises fall on my bedroom ceiling.

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04/27/17 10:20pm - 10:31pm NLSN+, sliding objects on my bedroom ceiling & stomping room to room

04/28/17 07:34am - 08:01am NLSN+ & disturbing noises.
12:21pm Disturbing noises
05:22pm Repeated HAMMERING & other disturbing noises.

04/30/17 01:41am New, Louder Repetitive Noises
09:37am - 12:19pm Loud disturbing noises over my bathroom
10:11pm Stomping room to room.

05/01/17 07:47am Stomping room to room
05:17pm - 08:37pm It appears that they have a New Female roommate & she stomps in hard heel shoes from room to room, slamming doors. With repetitive disturbing noises.

05/02/17 06:57pm - 10:12pm Stomping room to room, slamming doors with repetitive disturbin noises.

05/03/17 09:11pm - 10:12pm Disturbing repetitive noises

*05/04/17 05:56am A very heavy object falls over my bedroom ceiling & WAKES ME UP

05/05/17 07:37am They have made the NLSN+ LOUDER THAN EVER BEFORE.

05/06/17 09:42am NLSN+

*05/07/17 01:27am The Loudest Hard Heel Stomping on my bedroom ceiling WAKES ME U
01:31pm - 06:29pm Disturbing repetitive noises

05/08/17 07:52am Disturbing noises and dropping objects on my bedroom ceiling.

05/09/17 10:12pm Loud Disturbing noises

05/12/17 Three (3) very loud objects fall on my ceiling.

*05/13/17 02:09am They WAKE ME UP! With hard stomping room to room & other disturbing noises.

05/14/17 06:02pm - 09:49pm Stomping up the stairs & into #5, continous repetitive disturbing noises, with large heavy objects falling on my ceilings.

05/15/17 07:38am - 07:53am NLSN+, stomping room to room, dropping objects on my ceilings.

05/18/17 08:05pm - 10:50pm Repetitive disturbing noises

05/19/17 12:10pm - 11:41pm Over this eleven (11) hour time period, the disturbing noises were the LOUDEST I have experience. Stomping louder room to room, & dropping objects on my ceilings & playing with barking dog.

05/20/17 12:02am - The Loudest, NLSN+
10:16am - 05:06pm NLSN+, stomping room to room, dropping objects on my ceiling, MORE NLSN+, & more stomping & disturbing noises.

*05/21/17 08:33am They WOKE ME UP, with a LOUDER NLSN+.
03:05pm - A work crew arrives this 'Sunday' afternoon & proceeds to trim the tree infrontof my kitchen window. When the trimming is don the former limbs removed, the p.m. sunlight now shines right threw, causing me to shut the blinds to these windows. Also I was not given any advance notice of this work. That appears to only impact my apartment #4.
06:17pm - 08:22pm Repetitive disturbing noises, stomping room to room, with a a very large heavy object falling on my ceiling.

05/24/17 12:15pm - 12:39pm Very, very loud hardheel stomping from room to room.
06:25pm - 07:47pm Louder disturbing noises & NLSN+.

05/25/17 07:06am - 07:18pm Louder NLSN, stomping room to room
07:57pm - 10:49pm A very loud heavey object falls on my ceiling with repitive disturbing noises.

05/26/17 04:21pm - 06:14pm Loud repetitive ROLLING OBJECTS over my ceilings with repetitiv disturbing noises.
10:56pm Loud disturbing noises.

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05/28/17 03:11pm - 04:50pm Slamming doors, stomping room to room & sliding objects over my celings.

05/29/17 07:31pm - 08:09pm Very Loud Disturbing noises from #5 & dropping heavy objects on my ceiling.

05/30/17 07:32am Three (3) distinct very loud noises preceeded the loudest NLSN.

*05/31/17 03:01am They WAKE ME UP this a.m. with disturbing noises.
* 05:57am They WAKE ME UP AGAIN, with their disturbing noises
01:28pm Someone, broke a key inside of the lock to the eastside gate. I called MRE to report this event.

06/02/17 11:14am - 02:05pm Over these hours, NLSN+ gets LOUDER, there is a new LOUD mechanical noises, as they slide objects over my ceilings & falling objects land on my ceilings.
11:19pm Disturbing noises from #5.
06/03/17 12:15am - 12:46am NLSN+, stomping room to room, dropping objects on my ceilings, & more LOUD STOMPING ROOM TO ROOM.

06/04/17 11:01pm - 11:59pm Stomping up the stairs and room to room in #5.
12:00am - 01:16am Continous disturbing noises from 06/03/17
09:34am - 10:23am Disturbing noises, dropping objects on my ceilings, NLSN+ with three (3) additional loud noises, hard heel stomping from room to room.
03:27pm - 08:41pm Over these five (5) plus hours, there is a lot of Hammering repetitive disturbing noises, loud talking, dropping objects Disturbing noises.

06/05/17 03:52pm
*06/06/17 06:09am They WAKE ME UP with disturbing noises & stomping room to room
06/07/17 07:56pm - 09:01pm There is very loud YELLING going on in #5, as they stomp from room to room, performing disturbing repetitive tasks & draging objects across my ceilings.

06/08/17 08:21am - 11:10am NLSN+, stomping room to room, with other disturbing noises, more hard heel stomping with repetitive disturbing noises.
11:59pm Stomping room to room with disturbing noises.
06/09/17 12:00am - 12:30am Continous disturbing noises from 06/08/17
06:22pm - 07:43pm A loud heavy object falls on my celing, with disturbing repetitive noises.

06/10/17 09:03am - 09:43am NLSN+, stomping room to room, & other disturbing noises.
06/11/17 10:57am - 12:54pm Repetitive disturbing noises & sliding heavy objects over my celings.

06/12/17 06:54pm - 09:48pm Lots of yelling at each other, with repetitive disturbing noises.

06/14/17 04:26pm - 05:25pm Repetitive disturbing noises.
*06/15/17 06:11am They WAKE ME UP this morning
08:27am - 08:36am Hard heel stomping rom room to room & otehr disturbing noises.
06:50pm - 10:10pm Over these three hours & 10 minutes of disturbing repetitive noises as they stomp from room to room.

*06/16/17 02:32am - 03:11am NLSN+, stomping room to room with a New, Loud, Repetitive mechanical noises that WOKE ME UP!
09:40pm - 11:47pm Some one in #5 walks to the 2nd floor balcony & throws a fire-cracker in front of 68 Vernon St.& Loudly walks bacy into #5

06/17/17 02:13pm - 02:47pm NLSN+ with an additional four (4) disturbing noises as they stomp from room to room, & the stomping gets louder & louder. Stomping from room to room.

06/20/17 05:47pm
06/22/17 09:54pm - 10:15pm NLSN+, dropping objects on my ceiling & other disturbing noise
06/23/17 09:53pm - 11:17pm Repetitive disturbing noises, stomping room to room, dropping objects on my ceiling.

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06/24/17 11:21pm - Disturbing noises from #5.

06/25/17 09:31am Disturbing Machine like noises from #5

02:58pm - 04:07pm Stomping room to room, dragging objects over my ceiling with repetitive disturbing noises.

10:21pm Loud disturbing noises

06/26/17 07:16am - 08:28am NLSN+, other disturbing noises.

06/27/17 07:18am - 08:15am NLSN+ with an additional two (2) disturbing noises, followed by electrical drilling.

06/28/17 06:02pm Stomping room to room with repetitive disturbing noises

06/29/17 10:47pm Very loud talking as they stomp room to room.

06/30/17 07:56am - 02:21pm Over these six plus hours, they are stomping room to room in hard heel shoes, with disturbing mechanical machine like drilling noises performing some task in #5.

07/02/18 10:12pm Hard Heel stomping room to room.

07/03/17 01:28pm - 04:58pm Three (3) hrs & 20 min of Repetitive, disturbing noises over my ceilings.

07/04/17 09:47am - 04:25pm Seven (7) hrs & 38 min of continuous disturbing behavior: by 10:01am Five (5) dropped heavy objects & three (3) other objects slide across my ceilings. Followed by loud Sawing like noises. At 12:14pm they start JUMPING UP & DOWN repeatedly on my ceilings. And, Louder Disturbing Noises.

*06:33am 06:33am - 08:13am They WOKE ME UP! With very loud Machine Like Buzzing noises & hard heel stomping room to room to room...

09:02pm Disturbing stomping room to room.

07/06/17 07:47am NLSN

12:17pm Hard Heel stomping room to room to room...

09:57pm - 11:17pm More disturbing noises from #5.

07/09/17 10:17am - 12:10pm NLSN, followed by more disturbing noises, as they drag heavy objects Back & Forth over my livingroom ceiling along with their repetitive disturbing noises.

07/10/17 07:45am - 08:39am Louder, NLSN, dropping objects on my ceiling with disturbing mechanical electrical noises.

07/11/17 07:24am - 08:14am Louder, NLSN, stomping room to room.

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RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM

City of Oakland
Department of Housing Community Development
Rent Adjustment Program
250 Frank H. Ogawa Plaza, Suite 5313
Oakland, CA 94612-1220

2017 AUG 16 AM 9:43

RE: My Appeal of the 10/12/16 Decision
on case T16-0254, Sardelich v. MRE.

To Whom It Does Concern,

Please refer to the enclosed copies of my transcribed running notes, pages 20 to 30. That documents the perpetual disturbing noises and behaviors of the tenants residing in apartment 5. At 68 Vernon Street, Oakland, CA.

I reside directly below them in apartment 4, that has the exact same floor plan as they have. Also enclosed with this letter are three (3), 3" x 5" Memo Books. With my notes regarding their disturbing behaviors.

That is, from 08/24/16, until this writing, these tenants have:

- 1.) Woken me up from my sleep Fortyseven (47) times.
- 2.) As well as deliberately, disturbing my peace and quiet on an almost daily frequency, in my apartment below them.

This long term, elderly resident (bd: 10/26/1946) has resided in this apartment for over thirtyseven (37) years. Thereby meeting the regulatory definition of "protected status" in this apartment.

Furthermore, Mr. Richard Odenheimer, the founder and managing partment of MRE Commercial Real Estate. Has played a direct role in selecting the current as well as the former residents who have moved in to Apt. 5. Who have systematically destroyed my peace and quiet in apartment 4.

Most importantly, this landlord must be sanctioned by the Oakland Department of Housing for his egregious behaviors. There must be significant consequences and a price to pay for his illegal behaviors against this tenant.

My recommendation to deal with and resolve this problem are:

- 1.) A \$100.00 adjustment of my monthly rent. As of 07/01/17 it is \$1,366.87. (\$1,366.87 - \$100.00 = \$1,266.87). My adjusted rent should be \$1,266.87.
- 2.) The current tenants residing in apartment 5 obviously have no intention of ever complying with Regulation 8.22.360A4. With their perpetual disturbing noises and behaviors at an almost daily frequency from apartment 5. Therefore, they need to given an eviction notice from apartment 5.

RECEIVED
CITY OF OAKLAND
2017 AUG 15 AM 9:43

3.) With the eviction of the tenants in apartment 5. "The Bed", in apartment 5 will be dismantled and permanently removed from this apartment building at 68 Vernon Street, Oakland, CA. And replaced with a bed that does not disturb the Peace & Quiet of the tenant residing below them in apartment 4.

Sincerely Yours,



Peter J. Sardelich
68 Vernon Street Apt. 4
Oakland, CA 94610-4228
Home Telephone: 510-832-7922

Enclosures: (3)

- 1.) My third, 3" x 5" Memo Book of running notes on the disturbances of the tenants in apartment 5.
- 2.) Page thirty (30) of my transcription of the above running notes of the disturbing behaviors of the tenants in apartment 5, from 07/13/17 to 08/15/17.
- 3.) A copy of my previous running notes. Pages twenty to twentynine. That were received in your office on July 12th, 2017, for your review.

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* 08/24/16 04:05am Four, repetitive disturbing noises from #5
 07:54am Loud hammering like noises.
 09:41pm - 10:48pm More repetitive disturbing noises.
 08/25/16 10:48pm Disturbing repetitive noises.
 08/27/16 07:46pm - 08:34pm Very loud talking, stomping room to room, that escalates to yelling.
 *08/28/16 03:14am - 03:41am They "Wake Me Up" with thier disturbing noises, yelling at one another.
 07:30pm - 08:33pm Stomping room to room.
 08/29/16 06:37pm - 09:20pm They are stomping from room to room as they are engaged in hour of repetitive noises, dropping objects on the floor.
 08/30/16 08:05am - 09:03am Stomping room to room, yelling and disturbing repetitive noises
 08/31/16 06:57pm - 08:01pm Stomping room to room, sliding heavy objects on thier hardwood floors, and repetitive disturbing noises.
 09/01/16 12:04am Disturbing noises
 * 07:08am - Thier disturbing noises Woke Me Up. It sound like they are playing 'fetch' with thier dog & dragging large objects on floor
 10:28pm - 11:50pm More stomping room to room, new louder objects falling on my ceiling.
 09/03/16 12:22am - 01:55am They come home stomping room to room, Slamming Doors, & other disturbing noises & LOUDER, NLSN
 * 06:50am - 07:18am They Wake Me Up with thier disturbing noises
 07:27pm - 08:54pm
 09/04/16 06:35pm - 09:03pm More disturbing repetitive noises.
 09/05/16 12:14pm - 12:38pm Loud disturbing noises, stomping room to room.
 08:20pm - 09:10pm More disturbing repetitive noises.
 *09/06/16 06:05am - 06:57am They WAKE ME UP, with disturbing noises.
 09/07/16 09:28am Disturbing Noises.
 10:29pm Disturbing Noises, heavy object falls on my ceiling.
 09/08/16 12:58am Disturbing noises.
 08:pmish Disturbing noises.
 09/09/16 12:53am - 02:08am Disturbing noises.
 09/10/16 09:34am Perpetual noises.
 03:27pm - 09:30pm Constant Hammering, Hammering, Hammering...
 09/11/16 08:14pm - 09:52pm Stomping room to room & repetitive disturbing noises.
 09/12/16 07:05pm - 10:50pm More disturbing noises, Large, heavy objects falling on my ceiling.
 09/13/16 11:45pm - 11:59pm Loud, heavy objects keep falling on my ceiling from #5.
 09/14/16 07:25pm - Disturbing noises & objects falling on my ceiling.
 *09/16/16 08:54am - 10:37am Disturbing noises WAKE ME UP. As they stomp room to room, sliding heavy objects on my ceiling
 09/18/16 07:41pm - 11:20pm Lots of hammering, stomping room to room, large objects fall on my ceiling
 *09/19/16 06:30am - They Wake Me Up with their disturbing noises.
 06:54pm - 07:01pm Slamming doors & other disturbing noises.
 09/20/16 12:39am - 01:28am Disturbing noises
 09/21/16 12:05am Disturbing noises
 *09/22/16 06:45am They Woke Me Up with disturbing noises.
 06:05pm - 09:23pm Repetitive, disturbing noises.
 09/23/16 08:32am - 01:17pm Stomping room to room, dropping objects & other disturbing noise
 09/24/16 01:44am Disturbing noises.
 11:43am - Some one in Hard Heel shoes stomping room to room & making repetitive disturbing noises.
 *09/26/16 06:45am - 07:19am Thier disturbing noises WAKE ME UP!
 09/27/16 07:21pm - 11:30pm Disturbing noises.
 09/28/16 10:15pm - 11:33pm A heavy object falls on my ceiling making loud disturbing noise
 09/30/16 12:10pm - 11:23pm A Louder NLSN, accompanied with other loud disturbing noises as they stomp room to room.

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2017 AUG 16 AM 9:44

10/01/16 09:18am - NLSN & more disturbing noises.
02:31pm - 11:45pm Perpetual, disturbing noises, NLSN, stomping room to room & repeatedly dropping objects on my ceiling as I can hear them yelling and laughing

10/02/16 01:33am Disturbing noises.
09:08am - 10:47am Disturbing noises
06:14pm Disturbing noises.

10/06/16 10:37pm - 11:12pm Repetitive disturbing noises.

10/07/16 08:07am - 08:55am NLSN, a very heavy object falls on my ceiling as they stomp room to room
06:46pm - 11:59pm Repetitive disturbing noises, dog barking as heavy objects roll across my ceiling.

10/09/16 04:42pm - 05:23pm Disturbing noises & sliding objects on my ceiling.

*10/10/16 05:55am - 06:43am They WAKE ME UP with their disturbing noises.

10/13/16 08:57am Disturbing noises.

10/14/16 07:23am - 08:34am Loud disturbing noises, slamming doors.
05:20pm - 09:02pm Disturbing noises.

10/16/16 09:39am Disturbing noises.
01:47pm - 04:48pm Repetitive disturbing noises, stomping room to room with hard heel shoes.

*10/17/16 06:50am - 08:11am They Woke Me Up. Stomping room to room,
09:20pm Dropping objects on my livingroom ceiling.

10/18/16 07:17pm - 11:37pm Repetitive disturbing noises, dropping objects on my ceilings stomping room to room

10/19/16 07:45am - 08:18am Disturbing noises & dropping objects on my ceilings.
08:27pm - 11:21pm Disturbing repetitive noises.

10/20/16 05:45pm - Disturbing noises.

10/25/16 08:54pm Lots of Hammering noises.

*10/28/16 05:30am - 07:10am They WOKE ME UP! Dropping objects, dropping more objects & the NSLN.
06:52pm - 10:33pm Repetitive disturbing noises, dog barking.

10/29/16 12:49am NLSN, stomping room to room & dropping objects on my ceiling.
09:37am Disturbing noises.
06:16pm - 11:15pm Thirteen (13) very loud noises, as they drag very heavy objects over my celings, stomp room to room, accompanied with very loud talking and laughing & bouncing balls playing with their dog.

10/30/16 09:37am - 12:34pm Disturbing noises, stomping room to room
03:37pm Disturbing noises.

10/31/16 08:27am Disturbing noises.

11/01/16 12:29am Disturbing noises.
05:37pm Disturbing noises and stomping room to room.

11/03/16 08.16pm - 10:06pm Disturbing noises.

11/04/16 01:25am Disturbing noises
* 05:37am - 07:35am They WOKE ME UP!
05:42pm - 06:02pm Loud repetitive noises, sliding heavy objects on my ceilings
11:41pm The Loudest, NLSN.

11/05/16 10:01am Disturbing noises caused by their repetitive noisy behaviors.
12:41pm Stomping room to room & a Newer, more disturbing NLSN on four occasions.
03:57 - 04:35pm Stomping, sliding objects on my ceiling & then causing their dog to continously bark, bark & bark...

*11/06/16 12:09am - They WAKE ME UP, with a very loud heavy object falling on my bed room ceiling
10:23am - Disturbing noises.
02:52pm - 09:38pm Repetitive disturbing noises.

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*11/07/16 05:37am - 07:00am Woke Me UP! Followed by disturbing noises from their behavior
11/08/16 09:23pm - 10:07pm Disturbing noises.
11/09/16 08:19am 08:19am Large, heavy objects fall on my ceilings & NLSN is LOUDER.
11/10/16 07:32pm - 08:47pm They stomp up the stairs, into #5 and room to room.
11/11/16 01:33am Disturbing noises, dropping objects.
09:26am - 10:04am Stomping room to room & dropping objects on my ceiling.
*11/12/16 12:59am - 03:47am A heavy object drops on my bedroom ceiling & WAKES ME UP!
09:35am Another heavy object falls on my ceiling
11:35am More disturbing noises.
02:15pm - 07:15pm Another loud heavy object falls on my ceiling.
11/13/16 04:42pm Stomping room to room.
06/18pm A occupant of #5, stomps up the stairs, stomps inside #5
& stomps room to room.
11/14/16 07:03pm A occupant in #5, stomps up the stairs, into #5, and stomps
room to room.
11/18/16 10:02am - 10:18am Stomping from room to room, dropping heavy objects on my
ceilings.
11/19/16 11:53pm Another heavy objects falls loudly on my bedroom ceiling.
11/20/16 08:12am - 09:44am Perpetual noises as they stomp from room to room.
09:04pm - 10:36pm Disturbing noises, & some one in Hard Heel shoes is stomping
from room to room.
*11/21/16 06:55am They WAKE ME UP, with loud disturbing noises.
10:31pm - 11:19pm Disturbing noises as they are sliding heavy objects over
my ceilings.
11/22/16 10:27pm - 11:16pm More large objects fall on my ceilings.
11/23/16 01:13am Disturbing noises.
09:03am - 11:08pm Disturbing noises.
11/26/16 09:03am - 09:54am Disturbing noises.
01:05pm - 11:08pm During this 10 hours of disturbing noises they were stomping
room to room, continuously HAMMERING, repeated objects are
falling on my ceilings as they slide a host of objects over
my ceilings.
11/28/16 08:27pm - 11:59pm Stomping room to room, repetitive disturbing noises.
11/29/16 12:00am - 01:57am Dropping objects on my ceilings & other disturbing noises.
12/01/16 09:53pm Disturbing noises & sliding objects on my ceilings
12/02/16 05:17pm - 09:29pm Disturbing noises & sliding objects on my ceilings.
12/03/16 09:21am A large heavy object falls on my kitchen ceiling
03:22pm - 10:33pm Repetitive disturbing noises
12/04/16 09:58am - 10:09am Stomping room to room in hard heel shoes
04:33pm A Large heavy object falls on my ceiling.
*12/05/16 05:53am They WAKE ME UP, with their disturbing behaviors.
12/07/16 12:07am - 12:13am NLSN, dropping and sliding objects on my ceilings.
07:27pm - 10:37pm Stomping room to room with other repetitive disturbing noises.
12/08/16 06:30pm 08:16pm Disturbing repetitive noises.
12/09/16 07:41am - 08:05am Stomping room to room & other disturbing noises.
12/10/16 08:48am Disturbing noises.
01:22pm - 03:23pm More disturbing noises
07:11pm - 07:53pm Disturbing as some one is also stomping around my ceilings in
hard sole heel shoes.
12/11/16 12:02am - 12:28am Some one stomps up the stairs, into #5 with other disturbing
noises.
01:00pm Some one stomping room to room.
07:11pm - 08:37pm Very loud stomping room to room.
12/15/16 07:53am Disturbing noise stomping room to room & NLSN.

12/16/16 10:03am - Dropping objects on my ceilings & NLSN.
 *12/17/16 05:02am They woke me up with their disturbing noises
 08:02pm Stomping up the stairs, into #5 & room to room
 12/18/16 03:05pm - 09:35pm Stomping room to room, loud electric tool noises e.g. SANDING
 OBJECTS & other machinery like noises. As they slide objects &
 the noises get progressive LOUDER as they drop heavy objects
 on my ceilings.
 *12/19/16 08:05am A heavy object falls loudly on my bedroom ceiling & WAKES ME UP
 08:47pm - 10:27pm Repetitive disturbing noises.
 *12/20/16 07:47am They WAKE ME UP! With their disturbing noises.
 09:08pm - 10:33pm Disturbing noises.
 12/21/16 07:47am Disturbing noises
 08:32am A very large object falls on my ceiling
 12/22/16 11:49pm Stomping room to room, with disturbing noises & NLSN.
 12/23/16 12:27am A Louder, NLSN & other disturbing noises.
 * 09:12am - 09:34am They Woke Me Up with their disturbing noises
 12/26/16 01:03pm - 01:23pm Stomping room to room, dog barking, NLSN & dropping objects on
 my ceiling.
 12/28/16 12:37am - 01:10am Disturbing noises, stomping room to room & the NLSN is the
 Loudest, it has ever been.
 09:47am More disturbing noises.
 12/29/16 02:02am - NLSN
 06:27pm - 11:16pm Lots of repetitive noises over all my ceilings disturbing my
 peace & quiet.
 *12/30/19 12:38am They Woke Me Up, when a very heavy object falls on my bedroom
 ceiling.
 09:51am - 11:27am NLSN, dropping objects on my ceiling, then a heavier object
 makes a LOUDER DISTURBING noise & they are sliding heavy
 objects on my ceilings.
 12/31/16 09:45am NLSN, with disturbing noises and dropping objects & sliding
 objects over my ceilings
 11:31am - 11:37am They are stomping room to room, sliding heavy objects over my
 ceilings.
 06:57pm More perpetual noises.
 *01/01/17 01:21am - 01:30am They WOKE ME UP THIS A.M. with very loud disturbing noises.
 12:06pm - 10:47pm Very loud stomping room to room, repetitive disturbing noises
 with heavy objects falling on my ceilings.
 01/02/17 09:50am A more disturbing Louder NLSN
 10:37am - 10:10pm Stomping room to room in hard heel shoes, sliding heavy &
 heavier objects over my ceilings, as they stomp up the stairs
 and room to room in #5.
 01/03/17 08:00am A Louder NLSN, as they stomp room to room in #5.
 01/04/17 07:47am NLSN
 01/05/17 08:31am They are sliding very heavy objects over my ceilings.
 01/06/17 07:29am - 08:02am NLSN & other disturbing noises
 06:37pm Very loud disturbing noises.
 11:10pm NLSN
 *01/07/17 02:17am - 02:31am They Wake Me Up, with loud hard heel stomping room to room.
 08:23am Stomping room to room.
 04:04pm - 10:35pm Repetitive disturbing noises, HAMMERING & HAMMERING IN #5.
 01/08/17 10:20am - 10:56am Five (5) separate NLSN's
 03:33pm - 11:07pm Repetitive disturbing noises.
 *01/09/17 05:27am They WAKE ME UP, with disturbing noises
 07:33am - 07:51am NLSN, & dropping objects on my ceiling & other disturbing noise
 11:25pm NLSN & stomping room to room

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01/10/17 11:32pm - NLSN & other disturbing noises.
01/12/17 07:23am - A Louder NLSN, with four (4) distinct disturbing sounds.
08:03am Hard heel stomping room to room.
10:20pm Disturbing noises.
01/13/17 07:56am NLSN & stomping room to room.
05:20pm Stomping room to room.
07:52pm Hard heel stomping room to room, disturbing noises & sliding objects over my ceilings.
01/14/17 08:32am - 09:22am NLSN, Stomping room to room, & repetitive noises.
01/15/17 12:10am - 12:35am Hard Heel stomping room
02:11am Disturbing noises.
04:04pm - 06:25pm Stomp up the stairs into #5, large objects fall on my ceiling
repetitive noises & dragging heavy objects over my ceilings.
01/16/17 09:43am Eleven separate & distinctive NLSN's
09:57am - 10:32am Stomping & sliding objects over my ceiling.
08:27pm - 09:47pm Stomping up the stairs into #5, slamming doors,
01/17/17 07:53am Five (5) separate NLSN
01/18/17 08:20am Hard Heel stomping room to room, Five (5) distinctive NLSN
09:49pm - 10:26pm NLSN, Stomping, Dropping objects, stomping room to room
01/20/17 07:07am NLSM+
07:27am - 11:32pm More disturbing noises, very loud laughing, repeatedly dropping objects on my ceiling, louder & louder talking until a very heavy object falls on my ceiling.
01/22/17 02:12am Heavy stomping room to room
11:37pm - 11:59pm Stomping, then disturbing noises get louder & louder like something broke in their bedroom.
01/23/17 12:33am Disturbing noises.
07:37pm Some one in #5 stomps up the stairs, into #5, stomps room to room along with repetitive noises.
08:01pm A loud heavy object falls on my ceiling
08:42pm A louder & heavier object falls on my ceiling.
01/24/17 06:11pm Repetitive disturbing noises
01/26/17 07:43am Four distinct separate NLSN
09:26am More disturbing noises.
01/27/17 07:34pm Stomping up the stairs into #5
08:10pm - 11:46pm More Hammering, very loud voices, object falls on my ceiling & repetitive noises.
01/28/17 05:03pm NLSN
01/29/17 12:35pm NLSN
01:04pm - 10:37pm Nine (9) hours of continuous repetitive noises, with objects falling on my ceiling.
01/31/17 07:05pm - 09:25pm Disturbing repetitive noises & NLSN are getting louder & louder.
*02/01/17 02:11am A very heavy object falls on my ceiling & WAKES ME UP.
05:39pm More heavy objects fall on my ceiling with repetitive disturbing noises as they stomp room to room.
02/05/17 07:39pm - 10:01pm Slamming doors, stomping from room to room & other disturbing noises.
02/06/17 08:21pm - 08:47pm A very loud, heavy object falls on my ceiling
02/09/17 01:32am Disturbing noises coming from #5.
02/10/17 08:23pm - 10:22pm Repetitive disturbing noises.
*02/12/17 01:38am - 01:18am They come home stomping & WAKE ME UP!
06:36pm - 11:23pm Over these approximately 5 hours of disturbing noises, hard heel stomping room to room, sliding heavy objects over my ceilings with other repetitive disturbing noises,
02/17/17 11:46am - NLSN
05:57pm Repetitive disturbing noises

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02/17/17	11:46am -	NLSN
	05:57pm	Repetitive disturbing noises
02/18/17	09:27am - 09:52am	NLSN & stomping room to room
	05:32pm	Repetitive disturbing noises
02/19/17	02:37pm - 04:32pm	Repetitive disturbing noises.
02/20/17	08:20am - 08:37am	Disturbing noises, & a very loud object falls on my ceiling as stomp room to room.
	11:31pm	Another large heavy object falls on my ceiling.
02/21/17	08:11am	Disturbing noises & another large heavy object falls on my ceiling.
	06:11pm	Disturbing repetitive noises
02/22/17	12:23am	Another Large, Heavy Object falls on my bedroom ceiling followed by repetitive disturbing noises.
02/23/17	01:10am	Disturbing noises
	09:20pm	Stomping up the stairs & into #5 stomping room to room.
02/24/17	08:14am	NLSN
	07:53pm - 11:37pm	Repetitive disturbing noises
02/25/17	10:53am	Another Large Heavy Object falls on my ceiling.
	06:47pm - 09:31pm	Repetitive disturbing noises & they are dragging heavy objects across my celings.
02/26/17	12:36am -	Disturbing noises.
	07:43am - 07:57am	NLSN & disturbing noises.
	05:42pm	Dropping objects on my ceilings with disturbing noises.
03/02/17	06:46pm - 09:37pm	Disturbing noises & very Loud Talking.
03/03/17	12:33pm - 11:12pm	Over this 10+ hours they are HAMMERING, stomping room to room large heavy objects are falling on my ceilings, dragging object over my ceilings with repetitive disturbing noises.
03/04/17	08:45am	NLSN & lots of other disturbing noises.
	04:07pm	Stomping room to room & other disturbing noises.
03/05/17	09:22am - 01:13pm	Over these 3+ hours there are loud disturbing noises, heavy large objects are falling on my ceiling, repeated stomping room to room, repeatedly sliding heavy objects on my ceiling.
03/09/17	09:15am - 07:30pm	A work crew arrives to work on the eastside metal gate. However they then engage is horrendous noises with drilling & cement work. Mr. Odenheimer did not give a notice for this work.
	10:40pm	Disturbing noises from #5.
03/10/17	05:19pm - 05:33pm	Disturbing noises,
	09:53pm	Disturbing noises
03/11/17	10:31am - 11:06am	NLSN & disturbing noises
	08:35pm - 10:41pm	Disturbing noises, dropping objects on my ceiling
03/12/17	12:22am - 12:46am	Repeatedly dropping heavy objects on my ceiling & very loud talking & stomping room to room.
	09:01am	NLSN, stomping room to room
*03/17/17	07:32am - 08:01am	They Wake Me Up with Louder NLSN with five (5) loud distinctive disturbing noises.
	10:31pm - 11:35pm	They stomp up the stairs, stomp into #5 & make more disturbing noises.
03/18/17	11:24am - 01:47pm	Disturbing noises & loud repetitive noises.
	05:13pm	Disturbing noises.
	09:07pm	A new, louder disturbing repetitive sounds & noises.
03/19/17	01:37pm - 02:42pm	Lots of Hammering, stomping room to room & NLSN
03/20/17	07:29am - 08:03am	Disturbing noises.
*03/21/17	08:03am	They Woke Me Up with NLSN+.
03/22/17	12:12am	NLSN & disturbing noises.
	10:02pm - 11:31pm	Disturbing noises, stomping around & dropping objects on my ceiling.

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03/23/17	01:02am	-		Disturbing noises & dropping objects on my bedroom ceiling.
	10:43pm			Stomping room to room & the NLSN is LOUDER than before.
*03/24/17	07:40am			They WOKE ME UP, with a LOUDER, NLSN.
	06:03pm			Disturbing noises & repeatedly sliding heavy objects over my bedroom ceiling.
03/26/17	04:50pm			Repetitive disturbing noises
	11:10pm			Disturbing Noises.
03/27/17	06:53am	-	07:44am	Disturbing noises, sliding heavy objects on my ceiling, NLSN"+ stomping room to room
03/28/17	07:57am	-	08:06am	NLSN, stomping room to room & making disturbing noises.
	11:23pm	-	11:27pm	Stomping around making disturbing noises & NLSN.
03/30/17	07:45pm			Stomping room to room & making disturbing repetitive noises.
	11:23pm	-	11:27pm	A very Loud, NLSN
03/31/17	10:57am	-	11:50am	NLSN with their disturbing noises
	10:57pm			NLSN
04/01/17	09:22am	-	09:31am	Disturbing noises & their NLSN
	05:47pm			Stomping room to room & they dropped a heavy object on my ceiling.
04/02/17	11:32am			A new, loud, Disturbing Machine Like noises going on & off
	10:01pm	-	10:21pm	Disturbing noises.
	11:07pm			NLSN
*04/03/17	07:13am	-	07:16am	They Woke Me Up with Louder, NLSN
	06:59pm			Disturbing noises.
04/04/17	07:23pm			Stomping up the stairs, room to room & engage in repetitive noises.
04/05/17	07:34am			NLSN+
04/06/17	07:49am			NLSN+
	10:03pm			New, very loud BANGING NOISES.
04/07/17	10:02pm			Disturbing noises
04/08/17	10:03am	-	11:10am	NLSN+ & Disturbing noises
	01:15pm	-	04:52pm	Perpetual Noises (PN), NLSN+, with disturbing noises.
04/09/17	12:37am	-	01:31am	"PP", stomping room to room with hard heel shoes, objects falling on my ceilings, they are sliding objects on my ceiling, dropping objects on my ceiling
	08:23am	-	09:58am	Very Loud Heavy object falls on my ceiling as they stomp room to room.
04/10/17	11:37am			NLSN
04/13/17	07:33pm			Stomping up the stairs, stomp room to room with repetitive noises.
04/14/17	08:06am			NLSN+ with disturbing noises.
*04/16/17	07:22am			They Woke Me up with NLSN+, dropping objects on my ceiling, stomping room to room.
04/17/17	06:11pm	-	07:01pm	Stomping room to room & I can hear very loud talking & laughing
04/18/17	07:37pm			Stomping & NLSN+
04/19/17	07:22pm	-	10:37pm	Heavy Objects repeatedly fall on my ceiling with disturbing noises
04/20/17	07:07pm	-	11:06pm	Stomping up stairs & stomping room to room in #5, sliding objects on my ceilings & falling on my ceilings.
04/21/17	02:33pm	-	04:41pm	A new Loud, Mechanical like buzzing noises, dragging objects on over my ceilings & disturbing repetitive noises.
04/22/17	02:21pm	-	02:53pm	Disturbing noises & repetitive disturbing noises.
04/25/17	02:53pm			Disturbing repetitive noises.
*04/26/17	06:47am			They Woke Me Up, when heavy object & other disturbing noises fall on my bedroom ceiling.

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04/27/17 10:20pm - 10:31pm NLSN+, sliding objects on my bedroom ceiling & stomping room to room
 04/28/17 07:34am - 08:01am NLSN+ & disturbing noises.
 12:21pm Disturbing noises
 05:22pm Repeated HAMMERING & other disturbing noises.
 04/30/17 01:41am New, Louder Repetitive Noises
 09:37am - 12:19pm Loud disturbing noises over my bathroom
 10:11pm Stomping room to room.
 05/01/17 07:47am Stomping room to room
 05:17pm - 08:37pm It appears that they have a New Female roommate & she stomps in hard heel shoes from room to room, slamming doors. With repetitive disturbing noises.
 05/02/17 06:57pm - 10:12pm Stomping room to room, slamming doors with repetitive disturbing noises.
 05/03/17 09:11pm - 10:12pm Disturbing repetitive noises
 *05/04/17 05:56am A very heavy object falls over my bedroom ceiling & WAKES ME UP
 05/05/17 07:37am They have made the NLSN+ LOUDER THAN EVER BEFORE.
 05/06/17 09:42am NLSN+
 *05/07/17 01:27am The Loudest Hard Heel Stomping on my bedroom ceiling WAKES ME UP
 01:31pm - 06:29pm Disturbing repetitive noises
 05/08/17 07:52am Disturbing noises and dropping objects on my bedroom ceiling.
 05/09/17 10:12pm Loud Disturbing noises
 05/12/17 Three (3) very loud objects fall on my ceiling.
 *05/13/17 02:09am They WAKE ME UP! With hard stomping room to room & other disturbing noises.
 05/14/17 06:02pm - 09:49pm Stomping up the stairs & into #5, continuous repetitive disturbing noises, with large heavy objects falling on my ceilings.
 05/15/17 07:38am - 07:53am NLSN+, stomping room to room, dropping objects on my ceilings.
 05/18/17 08:05pm - 10:50pm Repetitive disturbing noises
 05/19/17 12:10pm - 11:41pm Over this eleven (11) hour time period, the disturbing noises were the LOUDEST I have experience. Stomping louder room to room, & dropping objects on my ceilings & playing with barking dog.
 05/20/17 12:02am - The Loudest, NLSN+
 10:16am - 05:06pm NLSN+, stomping room to room, dropping objects on my ceiling, MORE NLSN+, & more stomping & disturbing noises.
 *05/21/17 08:33am They WOKE ME UP, with a LOUDER NLSN+.
 03:05pm - A work crew arrives this 'Sunday' afternoon & proceeds to trim the tree in front of my kitchen window. When the trimming is done the former limbs removed, the p.m. sunlight now shines right through, causing me to shut the blinds to these windows. Also I was not given any advance notice of this work. That appears to only impact my apartment #4.
 06:17pm - 08:22pm Repetitive disturbing noises, stomping room to room, with a very large heavy object falling on my ceiling.
 05/24/17 12:15pm - 12:39pm Very, very loud hardheel stomping from room to room.
 06:25pm - 07:47pm Louder disturbing noises & NLSN+.
 05/25/17 07:06am - 07:18pm Louder NLSN, stomping room to room
 07:57pm - 10:49pm A very loud heavy object falls on my ceiling with repetitive disturbing noises.
 05/26/17 04:21pm - 06:14pm Loud repetitive ROLLING OBJECTS over my ceilings with repetitive disturbing noises.
 10:56pm Loud disturbing noises.

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05/28/17 03:11pm - 04:50pm Slamming doors, stomping room to room & sliding objects over my ceilings.

05/29/17 07:31pm - 08:09pm Very Loud Disturbing noises from #5 & dropping heavy objects on my ceiling.

05/30/17 07:32am Three (3) distinct very loud noises preceded the loudest NLSN.

*05/31/17 03:01am They WAKE ME UP this a.m. with disturbing noises.
 * 05:57am They WAKE ME UP AGAIN, with their disturbing noises
 01:28pm Someone, broke a key inside of the lock to the eastside gate. I called MRE to report this event.

06/02/17 11:14am - 02:05pm Over these hours, NLSN+ gets LOUDER, there is a new LOUD mechanical noises, as they slide objects over my ceilings & falling objects land on my ceilings.
 11:19pm Disturbing noises from #5.
 06/03/17 12:15am - 12:46am NLSN+, stomping room to room, dropping objects on my ceilings & more LOUD STOMPING ROOM TO ROOM.

06/04/17 11:01pm - 11:59pm Stomping up the stairs and room to room in #5.
 12:00am - 01:16am Continous disturbing noises from 06/03/17
 09:34am - 10:23am Disturbing noises, dropping objects on my ceilings, NLSN+ with three (3) additional loud noises, hard heel stomping from room to room.
 03:27pm - 08:41pm Over these five (5) plus hours, there is a lot of Hammering repetitive disturbing noises, loud talking, dropping objects Disturbing noises.

06/05/17 03:52pm They WAKE ME UP with disturbing noises & stomping room to room
 *06/06/17 06:09am There is very loud YELLING going on in #5, as they stomp from room to room, performing disturbing repetitive tasks & dragging objects across my ceilings.

06/07/17 07:56pm - 09:01pm NLSN+, stomping room to room, with other disturbing noises, more hard heel stomping with repetitive disturbing noises.
 06/08/17 08:21am - 11:10am Stomping room to room with disturbing noises.
 11:59pm Continous disturbing noises from 06/08/17
 06/09/17 12:00am - 12:30am A loud heavy object falls on my celing, with disturbing repetitive noises.
 06:22pm - 07:43pm NLSN+, stomping room to room, & other disturbing noises.

06/10/17 09:03am - 09:43am Repetitive disturbing noises & sliding heavy objects over my celings.
 06/11/17 10:57am - 12:54pm Lots of yelling at each other, with repetitive disturbing noises.

06/12/17 06:54pm - 09:48pm Repetitive disturbing noises.
 06/14/17 04:26pm - 05:25pm They WAKE ME UP this morning
 *06/15/17 06:11am Hard heel stomping rom room to room & otehr disturbing noises
 08:27am - 08:36am Over these three hours & 10 minutes of disturbing repetitive noises as they stomp from room to room.
 06:50pm - 10:10pm NLSN+, stomping room to room with a New, Loud, Repetitive mechanical noises that WOKE ME UP!

*06/16/17 02:32am - 03:11am Some one in #5 walks to the 2nd floor balcony & throws a fire-cracker in front of 68 Vernon St.& Loudly walks bacy into #5
 09:40pm - 11:47pm NLSN+ with an additional four (4) disturbing noises as they stomp from room to room, & the stomping gets louder & louder.
 06/17/17 02:13pm - 02:47pm Stomping from room to room.

06/20/17 05:47pm NLSN+, dropping objects on my ceiling & other disturbing noise
 06/22/17 09:54pm - 10:15pm Repetitive disturbing noises, stomping room to room, dropping objects on my ceiling.
 06/23/17 09:53pm - 11:17pm

000068

06/24/17 11:21pm - Disturbing noises from #5.

06/25/17 09:31am - Disturbing Machine like noises from #5

02:58pm - 04:07pm Stomping room to room, dragging objects over my ceiling with repetitive disturbing noises.

10:21pm Loud disturbing noises

06/26/17 07:16am - 08:28am NLSN+, other disturbing noises.

06/27/17 07:18am - 08:15am NLSN+ with an additional two (2) disturbing noises, followed by electrical drilling.

06/28/17 06:02pm Stomping room to room with repetitive disturbing noises

06/29/17 10:47pm Very loud talking as they stomp room to room.

06/30/17 07:56am - 02:21pm Over these six plus hours, they are stomping room to room in hard heel shoes, with disturbing mechanical machine like drilling noises performing some task in #5.

07/02/18 10:12pm Hard Heel stomping room to room.

07/03/17 01:28pm - 04:58pm Three (3) hrs & 20 min of Repetitive, disturbing noises over my ceilings.

07/04/17 09:47am - 04:25pm Seven (7) hrs & 38 min of continuous disturbing behavior: by 10:01am Five (5) dropped heavy objects & three (3) other objects slide across my ceilings. Followed by loud Sawing like noises. At 12:14pm they start JUMPING UP & DOWN repeatedly on my ceilings. And, Louder Disturbing Noises.

*06:33am 06:33am - 08:13am They WOKE ME UP! With very loud Machine Like Buzzing noises & hard heel stomping room to room to room...

09:02pm Disturbing stomping room to room.

07/06/17 07:47am NLSN

12:17pm Hard Heel stomping room to room to room...

09:57pm - 11:17pm More disturbing noises from #5.

07/09/17 10:17am - 12:10pm NLSN, followed by more disturbing noises, as they drag heavy objects Back & Forth over my livingroom ceiling along with their repetitive disturbing noises.

07/10/17 07:45am - 08:39am Louder, NLSN, dropping objects on my ceiling with disturbing mechanical electrical noises.

07/11/17 07:24am - 08:14am Louder, NLSN, stomping room to room.

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:	T16-0254, Sardelich v. MRE	
PROPERTY ADDRESS:	68 Vernon, No. 4 Oakland, CA 94608	
DATE OF HEARING:	August 31, 2016 September 14, 2016	
DATE OF DECISION:	October 12, 2016	
APPEARANCES:	Peter Sardelich Richard Odenheimer Andy Rohner	Tenant Owner (September 14, 2016 hearing only) Property Manager

SUMMARY OF DECISION

The tenant's petition is DENIED.

INTRODUCTION

Tenant Peter Sardelich filed a petition on May 17, 2016, alleging that a monthly rent increase from \$1,322.11 to \$1,365.29 is unjustified or is greater than 10% and claims a decreased housing service which consists of disturbing noises from the upstairs neighbor which disturbs his peace and quiet.

Richard Odenheimer, the owner, filed a timely response to the petition, and contends that the rent increase does not exceed the CPI Adjustment, which is \$26.44, and includes a capital improvement of \$15.49, which totals \$1,365.29. He states that the tenant has made these complaints regardless of which tenants live upstairs.

A Hearing was conducted on August 31, 2016. The tenant presented several exhibits which consisted of logs which were not in the file. The Hearing Officer found the exhibits and continued the Hearing in order to provide the owner the opportunity to respond to the tenant's exhibits.

THE ISSUES

1. Did the tenant suffer decreased housing services?
2. If so, what amount of restitution should be granted?

EVIDENCE

Decreased Housing Services-Noise

The tenant testified that the tenants in the upstairs unit No. 5 work out of their apartment and make repetitive noises, all hours of the day, seven days a week. Their bed was constructed and designed to disturb him. The owner showed the tenants how to stomp on the stairs and there is no carpet on the floor. The noise is not just from daily living but noises are from the tenants working in their unit. He submitted a log which had entries that he made from September 2014 through August 22, 2016 regarding noise complaints.¹

The tenant further testified that he filed a petition in 2012 in T12-0162, and complained about the tenant in unit 5 who was using an oxygen breathing machine which disturbed his peace and quiet. The petition was denied and affirmed on appeal. The tenant in the upstairs unit moved out and new tenants moved in on December 25, 2012. They dropped objects and were working out of their unit. Their business failed and they moved out in September 2014. On September 4, 2014, new tenants moved into the upstairs unit. The owner was with them, stomping on the floor. They have a business, and make noises until late night. The tenant contends that the owner is colluding with the tenants to disturb his peace and quiet. He believes this constitutes tenant harassment.

The tenant met the owner in August 2015. He filed a prior tenant petition and was involved in a mediation which resulted in an agreement that the owner would send a letter to the tenants in unit 5 to inform them about the tenant's complaint and requested that they do their best to minimize the noise.²

¹ Ex. No. 1-3

² Ex. No. T15-0296, Sardelich v. MRE Commercial Real Estate.

The owner responded that he does not know the upstairs tenants. He told the new tenants that Sardelich was sensitive to noise. In the prior case the owner hired a contractor and they went to the building at 3:00 a.m. and there was a vibration from a small fan between the floors and they disconnected it.

The owner further testified that two years ago Sardelich thought there was a breathing machine in the upstairs unit which made noise. The owner investigated the upstairs unit and there was no machine there. The upstairs tenant obtained a restraining order against Sardelich and decided to move out because of Sardelich's harassment of her. The owner denied telling any tenant to make noise. The building is an old building and noise comes through the walls. The owner further testified that the tenant has not complained to the owner about noise in the last 14 months, since he wrote the letter to the upstairs tenant in August 2015.

The Hearing Office asked Tenant Sardelich if he had made any complaints about the noise to the owner since August 2015 and the tenant responded: "I don't know how to answer that."

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Decreased Housing Services

Under the Oakland Rent Ordinance, a decrease in housing services is considered to be an increase in rent³ and may be corrected by a rent adjustment⁴. However, in order to justify a decrease in rent, a decrease in housing services must be either the loss of a service or one that is required to be provided by law. The tenant has the burden of proving decreased housing services by a preponderance of the evidence. The tenant also has the burden of proving notice to the owner about a complaint and the owner must be afforded a reasonable opportunity to respond to the complaint.

The tenant's response to the question of whether he notified the owner about his complaints after the owner wrote the letter to the upstairs tenants was that he did not know how to answer that. The reasonable inference is that he did not notify the owner about his complaint. Furthermore, the owner credibly testified that the tenant did not notify him of any further noise complaints. The owner took appropriate action to address the tenant's concerns, and the tenant has not contacted him about any further complaints. The tenant did not sustain his burden of proof regarding notice to the owner about his complaints. The claim regarding noise is denied.

ORDER

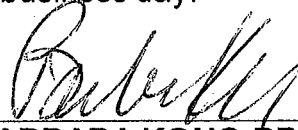
1. The tenant petition is denied.

³ O.M.C. Section 8.22.070(F)

⁴ O.M.C. Section 8.22.110(E)

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: October 13, 2016



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

PROOF OF SERVICE

Case Number T16-0254

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

Peter J. Sardelich
68 Vernon St #4
Oakland, CA 94610

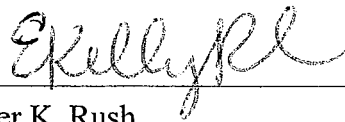
Owner

MRE Commercial Real Estate
6001 Shellmound St #825
Emeryville, CA 94608

Richard Odenheimer/ Vernos Rag, LLC
6001 Shellmound St. #825
Emeryville, CA 94608

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 14, 2016 in Oakland, CA.



Esther K. Rush

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CITY OF OAKLAND RENT ADJUSTMENT PROGRAM P.O. Box 70243 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	For filing stamp. <div style="text-align: center;"> RECEIVED JUN - 1 2016 <small>OAKLAND RENT ADJUSTMENT</small> </div>
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Please Fill Out This Form As Completely As You Can. Failure to provide needed information may result in your response being rejected or delayed.

CASE NUMBER T16-0254

OWNER RESPONSE

Please print legibly.

Your Name RICHARD ODENHEIMER VERNON RAP LLC	Complete Address (with zip code) 6001 Shellmound St Suite 825 Emeryville CA 94608	Phone: 510 450 1414 Email: Rodenheimer @ MRECOMMERCIAL.COM
Your Representative's Name (if any)	Complete Address (with zip code)	Phone: _____ Fax: _____ Email: _____
Tenant(s) name(s) Peter SARDUCH	Complete Address (with zip code) 68 VERNON #4 9460110	

Have you paid for your Oakland Business License? Yes No Number 28034085
 (Provide proof of payment.)

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

There are 10 residential units in the subject building. I acquired the building on 6-1-2012

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

I. RENTAL HISTORY

The tenant moved into the rental unit on 8/15/1980.

The tenant's initial rent including all services provided was \$ 350 / month.

Have you (or a previous Owner) given the City of Oakland's form entitled **NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM ("RAP Notice")** to all of the petitioning tenants?
 Yes No I don't know If yes, on what date was the Notice first given? annually

Is the tenant current on the rent? Yes No

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

If a contested increase was based on **Capital Improvements**, did you provide an **Enhanced Notice to Tenants for Capital Improvements** to the petitioning tenant(s)? Yes _____ No _____. If yes, on what date was the Enhanced Notice given? _____. Did you submit a copy of the Enhanced Notice to the RAP office within 10 days of serving the tenant? Yes _____ No _____. Not applicable: there was no capital improvements increase. _____

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

Date Notice Given (mo/day/year)	Date Increase Effective (mo/day/year)	Amount Rent Increased		Did you provide NOTICE TO TENANTS with the notice of rent increase?
		From	To	
5/12/16	7/1/16	\$ 1322 ¹¹	\$ 1348 ⁵⁵ *	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
5/15/15	7/1/15	\$ 1300 ⁰¹	\$ 1322 ¹¹ *	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
1/20/14	3/1/14	\$ 1273 ²⁷	\$ 1300 ⁰¹ *	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
1/20/13	3/1/13	\$ 1236 ¹¹	\$ 1273 ²⁷	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$ 1236 ¹⁸	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No

* CAP IMPROVEMENT of \$15.49 mo. BEGAN 3/1/14

II. JUSTIFICATION FOR RENT INCREASE

\$1.25 mo rent control fee not inc. here

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

<u>Date of Increase</u>	Banking (deferred annual increases)	Increased Housing Service Costs	Capital Improvements	Uninsured Repair Costs	Fair Return	Debt Service (if purchased before 4/1/14)
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

For each justification checked, you must submit organized documents demonstrating your entitlement to the increase. Please see the "Justifications" section in the attached Owner's Guide for details on the type of documentation required. In the case of Capital Improvement increases, you must include a copy of the "Enhanced Notice to Tenants for Capital Improvements" that was given to tenants. Your supporting documents do not need to be attached here, but are due in the RAP office no later than seven (7) days before the first scheduled Hearing date.

III. DECREASED HOUSING SERVICES

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

from ABOVE "disturb" tenant. This has remained a constant complaint
ORDER BLDG FOOTSTEPS
of tenant regardless of what, of several, tenants has filed
upstairs

IV. EXEMPTION

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

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

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

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

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

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

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

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

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

V. IMPORTANT INFORMATION

Time to File. This form **must be received** by the Rent Adjustment Program, P.O. Box 70243, Oakland, CA 94612-0243, within 35 days of the date that a copy of the Tenant Petition was mailed to you. (The date of mailing is shown on the Proof of Service attached to the Tenant Petition and other response documents mailed to you.) A postmark does not suffice. If the RAP office is closed on the last day to file, the time to file is extended to the next day the office is open. If you wish to deliver your completed Owner Response to the Rent Adjustment Program office in person, go to the City of Oakland Housing Assistance Center, 250 Frank H. Ogawa Plaza, 6th Floor, Oakland, where you can date-stamp and drop your Response in the Rent Adjustment drop box. The Housing Assistance Center is open Monday through Friday, except holidays, from 9:00 a.m. to 5:00 p.m. **You cannot get an extension of time to file your Response by telephone.**

NOTE: If you do not file a timely Response, you will not be able to produce evidence at the Hearing, unless you can show good cause for the late filing.

File Review. You should have received a copy of the petition (and claim of decreased services) filed by your tenant with this packet. Other documents provided by the tenant will not be mailed to you. You may review additional documents in the RAP office by appointment. For an appointment to review a file or to request a copy of documents in the file call (510) 238-3721.

VI. VERIFICATION

Owner must sign here:

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



Owner's Signature

5/26/16

Date

VII. MEDIATION AVAILABLE

Your tenant may have signed the mediation section in the Tenant Petition to request mediation of the disputed issues. Mediation is an entirely voluntary process to assist the parties to reach an agreement on the disputed issues in lieu of a Rent Adjustment hearing.

If the parties reach an agreement during the mediation, a written Agreement will be prepared immediately by the mediator and signed by the parties at that time. If the parties fail to settle the dispute, the case will go to a formal Rent Adjustment Program Hearing, usually the same day. A Rent Adjustment Program staff Hearing Officer serves as mediator unless the parties choose to have the mediation conducted by an outside mediator. If you and the tenant(s) agree to use an outside mediator, please notify the RAP office at (510) 238-3721. Any fees charged by an outside mediator for mediation of rent disputes will be the responsibility of the parties requesting the use of their services. (There is no charge for a RAP Hearing Officer to mediate a RAP case.)

Mediation will be scheduled only if both parties request it – after both the Tenant Petition and the Owner Response have been filed with the Rent Adjustment Program. **The Rent Adjustment Program will not schedule a mediation session if the owner does not file a response to the petition.** (Rent Board Regulation 8.22.100.A.)

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

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

Owner's Signature

Date



May 12, 2016

To: Peter SARDELICH

68 Vernon St. Apt 4
Oakland, CA 94610

Dear Tenants:

The City of Oakland allows us to raise the rent this year by 2.0%. Therefore, in accordance with Civil Code Section 827, 30 days after service upon you of this Notice, or July 1, 2016, whichever is later, the monthly rent on your apartment will be increasing as follows:

Previous Monthly Base Rent:	\$ <u>1322.11</u>
2% Increase in Monthly Base Rent:	\$ <u>26.44</u>
New Monthly Base Rent:	\$ <u>1348.55</u>
Other fees (pet, parking, utilities)	\$ <u>15.49</u> (capital improvement started 3-1-14 ends 2-28-2019)
1/2 of city rent control fee	\$ <u>1.25</u>
New Monthly Total Rent	\$ <u>1365.29</u>

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

If you have any questions or concerns about this letter or anything related to your apartment, please feel free to contact me at 510 450 1414 or via email at rodenheimer@mrecommercial.com.

Respectfully,

Richard Odenheimer
 Commercial Real Estate Brokerage / Asset Management
 Founding Partner
 MRE Commercial Real Estate
 6001 Shellmound St., Suite 825
 Emeryville, CA 94608
 510 450 1414 - Tel / CA DRE Lic. 00990529
rodenheimer@mrecommercial.com

ATTACHMENT: Oakland Notice to Tenants of Residential Rent Adjustment Program

*Peter -
 if you have
 questions or
 concerns or
 please
 call me!
 Richard*

May 26, 2016

To: The City of Oakland Rent Adjustment Program
From: Richard Odenheimer

Re: Sardelich v MRE Commercial Real Estate
CASE T16 0254

To whom it may concern:

It appears that Mr. Sardelich has forgotten to include a \$15.49 monthly capital improvement charge that began in March of 2014 in his calculation of this annual rent increase.

During each month of the last year he has been charged –

\$1322.11 Base Rent

\$ 15.49 Capital improvement (ends 2/28/2019)

\$ 1.25 City rent program fee

\$1,338.85 Total monthly rent that has been paid during the last year

This year's allowable increase is 2% of BASE RENT. $\$1322.11 \times 2\% = \26.44

Rent beginning July 1, 2016 will increase by the allowable \$26.44 for a new total of \$1,365.29, the correct and legally permitted new rent.

I hope that when Mr. Sardelich reviews these figures, he will consider withdrawing his petition. Or, if he wants further clarification, he is invited to meet with me to discuss rather than waste the City government's time with this misunderstanding.

Respectively,

Richard Odenheimer

Broker for MRE Commercial Real Estate (the property manager) and General Partner for Vernon Rag, LLC (the landlord)

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T16-0254 KM/BKB

<p>CITY OF OAKLAND RENT ADJUSTMENT PROGRAM Mail To: P. O. Box 70243 Oakland, California 94612-0243 (510) 238-3721</p>	<p>For date stamp. 2016 MAY 17 PM 12:34</p>
---	--

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

TENANT PETITION

Please print legibly

Your Name Peter J. Sardelich	Rental Address (with zip code) 68 Vernon Street Apt. #4 Oakland, CA 94610-4228	Telephone 510-832-7922
Your Representative's Name N/A	Mailing Address (with zip code) Same As Above	Telephone Same As Above
Property Owner(s) name(s) MRE Commercial Real Estate	Mailing Address (with zip code) 6001 Shellmound St. #825 Emeryville CA 94608	Telephone 510-450-1400

Number of units on the property: Ten (10)

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

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

<input checked="" type="checkbox"/>	(a) The increase(s) exceed(s) the CPI Adjustment and is (are) unjustified or is (are) greater than 10%.
<input type="checkbox"/>	(b) The owner did not give me a summary of the justification(s) for the increase despite my written request.
<input type="checkbox"/>	(c) The rent was raised <u>illegally</u> after the unit was vacated (Costa-Hawkins violation).
<input type="checkbox"/>	(d) No written notice of Rent Program was given to me together with the notice of increase(s) I am contesting. (Only for increases noticed after July 26, 2000.)
<input type="checkbox"/>	(e) A City of Oakland form notice of the existence of the Rent Program was not given to me at least six months before the effective date of the rent increase(s) I am contesting.
<input type="checkbox"/>	(f1) The housing services I am being provided have decreased. (Complete Section III on following page)
<input type="checkbox"/>	(f2) At present, there exists a health, safety, fire, or building code violation in the unit. <u>If the owner has been cited in an inspection report, please attach a copy of the citation or report.</u>
<input type="checkbox"/>	(g) The contested increase is the second rent increase in a 12-month period.
<input type="checkbox"/>	(h) The notice of rent increase based upon capital improvement costs does not contain the "enhanced notice" requirements of the Rent Adjustment Ordinance or the enhanced notice was not filed with the RAP.
<input type="checkbox"/>	(i) My rent was not reduced after the expiration period of the rent increase based on capital improvements.
<input type="checkbox"/>	(j) The proposed rent increase would exceed an overall increase of 30% in 5 years. (The 5-year period begins with rent increases noticed on or after August 1, 2014).
<input type="checkbox"/>	(k) I wish to contest an exemption from the Rent Adjustment Ordinance (OMC 8.22, Article I)

2015 MAY 17 PM 12: 24

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

Date you moved into the Unit: August 15th, 1980 Initial Rent: \$ 350.00 / month

When did the owner first provide you with a written NOTICE TO TENANTS of the existence of the Rent Adjustment Program (RAP NOTICE)? Date: 5/12/16 . If never provided, enter "Never."

- Is your rent subsidized or controlled by any government agency, including HUD (Section 8)? Yes No

List all rent increases that you want to challenge. Begin with the most recent and work backwards. If you need additional space, please attach another sheet. You must check "Yes" next to each increase that you are challenging.

Date Notice Served (mo/day/year)	Date Increase Effective (mo/day/year)	Amount Rent Increased		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
5/12/16	7/1/16	\$ 1,322.11	\$ 1,365.29	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
5/12/15	7/1/15	\$ 1,316.75	\$ 1,322.11	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
?	7/1/14	\$ 1,391.79	\$ 1,316.75	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
?	7/1/13	\$ 1,352.85	\$ 1,391.79	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
?	7/1/12	\$ 1,326.32	\$ 1,352.85	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
?	7/1/11	\$ 1,269.21	\$ 1,326.32	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

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

List case number(s) of all Petition(s) you have ever filed for this rental unit: T03-0402; T12-0162; T15-0296.

III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:

Decreased or inadequate housing services are considered an increase in rent. If you claim an unlawful rent increase for service problems, you must complete this section.

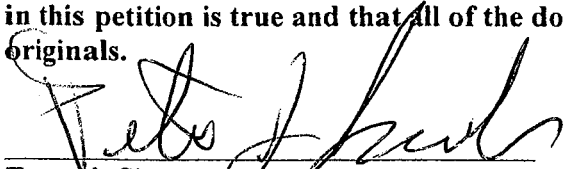
- Are you being charged for services originally paid by the owner? Yes No
- Have you lost services originally provided by the owner or have the conditions changed? Yes No
- Are you claiming any serious problem(s) with the condition of your rental unit? Yes No

If you answered "Yes" to any of the above, please attach a separate sheet listing a description of the reduced service(s) and problem(s). Be sure to include at least the following: 1) a list of the lost housing service(s) or serious problem(s); 2) the date the loss(es) began or the date you began paying for the service(s); and 3) how you calculate the dollar value of lost problem(s) or service(s). Please attach documentary evidence if available.

To have a unit inspected and code violations cited, contact the City of Oakland, Code Compliance Unit, 250 Frank H. Ogawa Plaza, 2nd Floor, Oakland, CA 94612. Phone: (510) 238-3381

IV. VERIFICATION: The tenant must sign:

I declare under penalty of perjury pursuant to the laws of the State of California that everything I said in this petition is true and that all of the documents attached to the petition are true copies of the originals.



Tenant's Signature

5/16/16

Date

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

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

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

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

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

Tenant's Signature

Date

VI. IMPORTANT INFORMATION:

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

File Review

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

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

- Printed form provided by the owner
- Pamphlet distributed by the Rent Adjustment Program
- Legal services or community organization
- Sign on bus or bus shelter
- Other (describe): My past experiences with the Rent Adjustment Program.

III. Description Of Decreased Or Inadequate Housing Services:

The tenants in apartment #5, that is directly above my #4 apartment. That has the exact same two (2) bedroom floor plan as mine. Continue to destroy my peace and quiet. With thier daily, repetitive and disturbing noises, on thier hardwood floors. From the early morning hours until late in the evening. That violates Regulation 8.22.360A.5.



5/12/16
2016 MAY 17 PM 12:35

May 12, 2016

To: Peter SARDELICH

68 Vernon St. Apt 4
Oakland, CA 94610

Dear Tenants:

The City of Oakland allows us to raise the rent this year by 2.0%. Therefore, in accordance with Civil Code Section 827, 30 days after service upon you of this Notice, or July 1, 2016, whichever is later, the monthly rent on your apartment will be increasing as follows:

Previous Monthly Base Rent:	\$ <u>1322.11</u>	
2% Increase in Monthly Base Rent:	\$ <u>26.44</u>	
New Monthly Base Rent:	\$ <u>1348.55</u>	
Other fees (pet, parking, utilities)	\$ <u>15.49</u>	(capital improvement started 3-1-14 ends 2-28-2019)
1/2 of city rent control fee	\$ <u>1.25</u>	
New Monthly Total Rent	\$ <u>1365.29</u>	

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

If you have any questions or concerns about this letter or anything related to your apartment, please feel free to contact me at 510 450 1414 or via email at rodenheimer@mrecommercial.com.

Respectfully,

Richard Odenheimer
Commercial Real Estate Brokerage / Asset Management
Founding Partner
MRE Commercial Real Estate
6001 Shellmound St., Suite 825
Emeryville, CA 94608
510 450 1414 - Tel / CA DRE Lic. 00990529
rodenheimer@mrecommercial.com

*Peter - if you have questions or concerns please call me!
Richard*


ATTACHMENT: Oakland Notice to Tenants of Residential Rent Adjustment Program

CHRONOLOGICAL CASE REPORT

Case No.: T16-0497
Case Name: Heyer-Rasmussen v. Yee
Property Address: 285 Hanover Avenue, #1, Oakland, CA
Parties: Amber-Heyer-Rasmussen (Tenant)
Philip Yee (Property Owner)

PROPERT OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	September 2, 2016
Owner Response filed	September 28, 2016
Administrative Decision issued	November 21, 2016
Tenant Appeal filed	December 1, 2016

City of Oakland Residential Rent Adjustment Program 250 Frank Ogawa Plaza, Suite 5313 Oakland, California 94612 (510) 238-3721		APPEAL	
Appellant's Name Philip Yee		Landlord <input checked="" type="checkbox"/> Tenant <input type="checkbox"/>	
Property Address (Include Unit Number) 285 Hanover Ave., #1 Oakland, CA 94610			
Appellant's Mailing Address (For receipt of notices) 457 Merritt Ave Oakland, CA 94610		Case Number T16-0497 Date of Decision appealed 11/18/16	
Name of Representative (if any) Law Office of Elaine Lee		Representative's Mailing Address (For notices) 405 14th St., #607 Oakland, CA 94612	

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.

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7. Other. You must attach a detailed explanation of your grounds for appeal. Submissions to the Board are limited to 25 pages from each party. Number of pages attached . 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 Dec 1, 20016, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

Name	Amber Heyer-Rasmussen
Address	285 Hanover Ave., #1
City, State Zip	Oakland, CA 94606
Name	
Address	
City, State Zip	

 SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	12/1/16 DATE
--	-----------------

IMPORTANT INFORMATION:

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

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

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ATTACHMENT RE: #7 OF APPEAL

The analysis of the DECISION bases its decision on a straw man. It prefaces its conclusion by stating: "This is not the law". This conclusion is based on another statement – i.e., "the death of Deborah Heyer ended the tenancy and thus all 'original occupants' no longer reside in the unit" – which neither respondent nor his attorney made.

Respondent, through his attorney, stated:

[AMBER] and [JACOB] cannot stay in unit #1 at \$1540 per month because, in 1995, the California Legislature passed and the Governor signed AB 1164 – a law known as the Costa-Hawkins Rental Housing Act. This law clears the way for landowners in rent control communities to establish market-rate rental rates when there is a change in occupancy of a dwelling unit. In [DEBORAH'S] case, she had a month-to-month tenancy and, upon her death, that tenancy terminated by operation of law. CC §1934. To be more specific: 1) her tenancy ended on the 30th day following her last payment of rent before she died (Miller v. Desatnik (1990) 221 Cal.App.3d.Supp 13, 18-19); and 2) acceptance of rent by the landowner does not operate as a waiver or otherwise prevent enforcement of a covenant that prohibits a sublease or assignment unless the owner has received written notice from the tenant that is a party to the agreement and thereafter accepts rent (CC §1954.53(d)(4)).

This statement is a far cry from the statement ORAP contended was made.

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TENANT AMBER HEYER-RASMUSSEN'S RESPONSE TO LANDLORD APPEAL

Case No: T16-0497
Case Title: Heyer-Rasmussen v. Yee
Property Address: 285 Hanover Ave, Apt 1, Oakland, CA 94606

Facts and Procedural History

Amber Heyer-Rasmussen ("Tenant") moved into 285 Hanover Avenue, Apartment 1, in Oakland ("the property") in July 2016 when her mother, Deborah Heyer ("Ms. Heyer"), was ill. Ms. Heyer and her son Jacob had moved into the property together in March 2010. Ms. Heyer passed away in July 2016. Jacob and Amber are currently living at the property. In August 2016, Philip Yee ("Owner") served a notice of rent increase claiming that he was increasing the rent pursuant to Costa-Hawkins because Ms. Heyer had passed away. Owner submitted these facts under penalty of perjury in his attachment to his Owner Response.¹ This Declaration provided the Hearing Officer with sufficient evidence to properly determine that the Costa-Hawkins Rental Housing Act ("Costa-Hawkins") does not permit such a rent increase because Jacob was an original occupant who is still living at the property.

The Tenant respectfully requests that the Board affirm the Decision on the grounds that the Decision: (1) is consistent with the Ordinance, Board Regulations, and decisions of other hearing officers; (2) is supported by substantial evidence and did not deny Owner a sufficient opportunity to present his claim or respond to Tenant's claim; and (3) does not raise a new policy issue that has not been decided by the Board.

//

//

¹ See Declaration of Philip Lee in Support of Owner Response.

1 the hearing. It would have been a complete waste of time and resources for the hearing officer to
2 have held a hearing after he conclusively established that he does not have the right to increase
3 the rent pursuant to Costa-Hawkins because an original occupant still lives at the property.
4

5 **III. The Decision does Not Raise a New Policy Issue that Has Not Been Decided by the**
6 **Board**

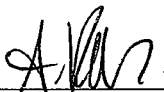
7 California law is settled that minors can be original occupants under Costa-Hawkins.⁵
8 Jacob's age when he moved into the property does not raise a new policy issue. Furthermore, the
9 Board has previously held that a Costa-Hawkins exemption is not a new policy issue.⁶ There is
10 no new policy issue for the Board to decide.
11

12 **CONCLUSION**

13
14 In light of the aforementioned, Tenant respectfully requests that the Board affirm the
15 Administrative Decision.

16
17 Date: 8/7/17

18 Respectfully Submitted,

19 
20 _____
21 Amber Heyer-Rasmussen
22 Tenant
23
24
25

26 ⁴ *Miller & Desatnik Management Co v. Bullock* (1990) 221 Cal.App.3d Supp. 13, 15.

27 ⁵ *See, e.g. T&A Drolapas & Sons LP v. San Francisco Residential Rent Stabilization & Arbitration Board* (2015)
28 238 Cal. App. 4th 646 (where a six-year-old moved into the property with his parents and was found to be an original
occupant under Costa-Hawkins); *See also Mossier Companies v. San Francisco Rent Stabilization & Arbitration
Board* (2015) 233 Cal. App. 4th 505 (a minor was found to be an original occupant who moved into an apartment
with his parents and continued to occupy after his parents moved out).

⁶ *See Golden v. Lee*, Case No. T03-0072.

PROOF OF SERVICE

Case Number T16-0497

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 Ogawa Plaza

94612 Ste. 5354, Oakland, CA

Today, I served the attached Appeal Brief on the address listed below by depositing the sealed envelope with the United States Postal Service with the postage fully prepaid.

Owner Representative

Law Office of Elaine Lee
405 14th Street, #607
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 8-7-17 in Oakland, CA.

m. morton
Michele Morton

000092



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: T16-0497, Heyer-Rasmussen v. Yee

PROPERTY ADDRESS: 285 Hanover Avenue, #1, Oakland, CA

PARTIES: Amber Heyer-Rasmussen, Tenant
Philip Yee, Owner

INTRODUCTION

This matter involves a petition filed by Amber Heyer-Rasmussen who is contesting a rent increase that exceeds the C.P.I. is unjustified or is greater than 10%. The tenant also contends that the proposed rent increase would exceed an overall increase of 30% in 5 years.

The tenant alleges under oath that she is contesting a rent increase from \$1,540 to \$2,500 a month, effective December 1, 2016. She also alleges that her mother, Deborah, had been a resident of the unit since sometime in 2012. When her mother moved into the unit, she did so with her minor son, Jacob. Amber's mother died in July of 2016. Ms. Heyer-Rasmussen wrote on an attachment to her *Petition* that the only reason that Jacob was not a party to the *Petition* is because he is a minor.

The owner filed a timely response to the *Tenant Petition*. The *Owner Response* incorporated a declaration from the owner. The declaration provides these uncontested facts:

1. Deborah Heyer moved into the building at 285 Hanover Ave, with her minor son Jacob, in March of 2010, in unit 5, at an initial rent of \$2,000 a month.
2. At some point, Ms. Heyer and her son moved from unit 5 to unit 1.
3. In September of 2012, the rent was reduced to \$1,540 a month.
4. In July of 2016, Debbie's daughter Amber, moved into the unit with her mother (to be with her mother in her final days.)
5. Deborah Heyer died in July of 2016.
6. Amber Heyer-Rasmussen and Jacob remain in unit 1 and have continued to pay rent of \$1,540 a month.

It is not known when the tenants were first served with the RAP Notice.

000093

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 beyond the information contained in the petition and/or response. 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.

ANALYSIS

The *Tenant Petition* in this case alleged that a recent rent increase was unjustified.

The owner claims that the unit is not covered by the Ordinance because the death of Deborah Heyer ended the tenancy and thus all "original occupants" no longer reside in the unit. This is not the law.

When Deborah Heyer began her tenancy, she did so with her son Jacob. Both Deborah and Jacob are original tenants under Costa-Hawkins Rental Housing Act.¹

The Costa-Hawkins Rental Housing Act states that "If the original occupant, or occupants who took possession of the dwelling or unit pursuant to the rental agreement with the owner no longer permanently reside there, an owner may increase the rent by any amount allowed by this section to a lawful sublessee or assignee who did not reside at the dwelling or unit prior to January 1, 1996." Civil Code § 1954.53 (d)(1).

In this case, both parties agree that the original occupants were Deborah Heyer and Jacob. Jacob is still an occupant of the unit. In fact, the definition of "tenant" under the Ordinance is "a person entitled, by written or oral agreement to the use or occupancy of any covered unit." O.M.C. § 8.22.020. Jacob is, and has always been, a "tenant." The unfortunate death of Deborah Heyer and the addition of Amber Heyer-Rasmussen does not change that fact. The rent cannot be raised to market rent unless and until Jacob is no longer residing there. While Amber is a sub-tenant, the owner cannot raise the rent on a sub-tenant until all original occupants have left the premises.

Is the rent increase notice valid?

The owner purported to increase the tenants' rent to \$2,500 a month, effective December 1, 2016. The owners did not attempt to justify the rent increase in their *Owner Response*, they simply claimed that they were entitled to the rent increase because the original tenant was no longer residing in the unit.

The tenants' rent remains \$1,540 per month.

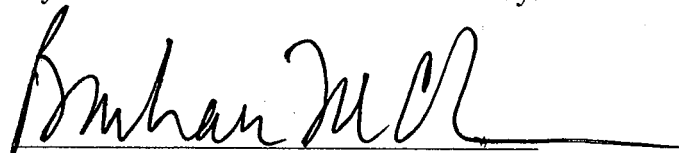
///

¹ Civil Code Section 1954.50, et seq.

ORDER

1. Petition T16-0497 is granted.
2. The tenant's rent remains \$1,540 a month.
3. All the original occupants have not moved out of the unit.
4. The Hearing scheduled for December 14, 2016, is cancelled.
5. Nothing in this Order prevents the owner from increasing the rent at any time at least six months after the tenants were or are first served with the *RAP Notice*.
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: November 18, 2016



Barbara M. Cohen
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE

Case Number T16-0497

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 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

Amber Heyer-Rasmussen
285 Hanover Ave #1
Oakland, CA 94606

Owner

Philip & Eva Yee
457 Merritt Ave
Oakland, CA 94610

Tenant Representative

Laura Shoaps
3400 East 12th St
Oakland, CA 94601

Owner Representative

Stephen Kosta
405 14th St #608
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 November 21, 2016 in Oakland, CA.


Deborah Griffin

000096

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

For filing stamp.

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

CASE NUMBER T/6 -0497

ORIGINAL

OWNER RESPONSE

Please print legibly.

Your Name Philip YEE	Complete Address (with zip code) 457 Merritt Ave. Oakland, CA 94610	Phone: 510/325-0778 Email: _____
Your Representative's Name (if any) Stephen Kosta, Paralegal Law Office of Elaine Lee	Complete Address (with zip code) 405 14th St., #607 Oakland, CA 94612	Phone: 510/251-8024 Fax: _____ Email: _____
Tenant(s) name(s) Deborah Heyer (Deceased) Amber Heyer-Rasmussen (Visitor)	Complete Address (with zip code) 285 Hanover Ave., #1 Oakland, CA 94610	

Have you paid for your Oakland Business License? Yes No Number 272 9946
(Provide proof of payment.)

Have you paid the Rent Adjustment Program Service Fee? (\$30 per unit) Yes No
(Provide proof of payment.) SEE EXHIBIT 3

There are 5 residential units in the subject building. I acquired the building on 3/1/1990

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

I. RENTAL HISTORY

The ^{visitor}tenant moved into the rental unit on July 2016. (See Declaration)

The tenant's initial rent including all services provided was \$ _____ / month. (see Declaration)

Have you (or a previous Owner) given the City of Oakland's form entitled **NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM ("RAP Notice")** to all of the petitioning tenants? visitors?
Yes No I don't know If yes, on what date was the Notice first given? 8/22/16

Is the ^{visitor}tenant current on the rent? Yes No

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

If a contested increase was based on **Capital Improvements**, did you provide an **Enhanced Notice to Tenants for Capital Improvements** to the petitioning tenant(s)? Yes _____ No _____. If yes, on what date was the Enhanced Notice given? _____. Did you submit a copy of the Enhanced Notice to the RAP office within 10 days of serving the tenant? Yes _____ No _____. Not applicable: there was no capital improvements increase. _____

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

Date Notice Given (mo/day/year)	Date Increase Effective (mo/day/year)	Amount Rent Increased		Did you provide NOTICE TO TENANTS with the notice of rent increase? <input type="checkbox"/> Yes <input type="checkbox"/> No
		From	To	
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No

II. JUSTIFICATION FOR RENT INCREASE

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

<u>Date of Increase</u>	Banking (deferred annual increases)	Increased Housing Service Costs	Capital Improvements	Uninsured Repair Costs	Fair Return	Debt Service (if purchased before 4/1/14)
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

For each justification checked, you must submit organized documents demonstrating your entitlement to the increase. Please see the "Justifications" section in the attached Owner's Guide for details on the type of documentation required. In the case of Capital Improvement increases, you must include a copy of the "Enhanced Notice to Tenants for Capital Improvements" that was given to tenants. Your supporting documents do not need to be attached here, but are due in the RAP office no later than seven (7) days before the first scheduled Hearing date.

III. DECREASED HOUSING SERVICES

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

IV. EXEMPTION

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

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

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

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

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

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

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

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

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

V. IMPORTANT INFORMATION

Time to File. This form **must be received** by the Rent Adjustment Program, P.O. Box 70243, Oakland, CA 94612-0243, within 35 days of the date that a copy of the Tenant Petition was mailed to you. (The date of mailing is shown on the Proof of Service attached to the Tenant Petition and other response documents mailed to you.) A postmark does not suffice. If the RAP office is closed on the last day to file, the time to file is extended to the next day the office is open. If you wish to deliver your completed Owner Response to the Rent Adjustment Program office in person, go to the City of Oakland Housing Assistance Center, 250 Frank H. Ogawa Plaza, 6th Floor, Oakland, where you can date-stamp and drop your Response in the Rent Adjustment drop box. The Housing Assistance Center is open Monday through Friday, except holidays, from 9:00 a.m. to 5:00 p.m. **You cannot get an extension of time to file your Response by telephone.**


NOTE: If you do not file a timely Response, you will not be able to produce evidence at the Hearing, unless you can show good cause for the late filing.

File Review. You should have received a copy of the petition (and claim of decreased services) filed by your tenant with this packet. Other documents provided by the tenant will not be mailed to you. You may review additional documents in the RAP office by appointment. For an appointment to review a file or to request a copy of documents in the file call (510) 238-3721.

VI. VERIFICATION

Owner must sign here:

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


Owner's Signature Philip Yee

Date 9/27/16

VII. MEDIATION AVAILABLE

Your tenant may have signed the mediation section in the Tenant Petition to request mediation of the disputed issues. Mediation is an entirely voluntary process to assist the parties to reach an agreement on the disputed issues in lieu of a Rent Adjustment hearing.

If the parties reach an agreement during the mediation, a written Agreement will be prepared immediately by the mediator and signed by the parties at that time. If the parties fail to settle the dispute, the case will go to a formal Rent Adjustment Program Hearing, usually the same day. A Rent Adjustment Program staff Hearing Officer serves as mediator unless the parties choose to have the mediation conducted by an outside mediator. If you and the tenant(s) agree to use an outside mediator, please notify the RAP office at (510) 238-3721. Any fees charged by an outside mediator for mediation of rent disputes will be the responsibility of the parties requesting the use of their services. (There is no charge for a RAP Hearing Officer to mediate a RAP case.)

Mediation will be scheduled only if both parties request it – after both the Tenant Petition and the Owner Response have been filed with the Rent Adjustment Program. **The Rent Adjustment Program will not schedule a mediation session if the owner does not file a response to the petition.** (Rent Board Regulation 8.22.100.A.)

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

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


Owner's Signature Philip Yee

Date 9/27/16

1 DECLARATION IN SUPPORT OF OWNER RESPONSE

2
3 The undersigned declares:

4 1. The facts stated herein are based on my personal knowledge and, if called to testify, I
5 could and would competently do so to corroborate them.

6 2. On/about 3/15/10, tenant DEBORAH HEYER (hereinafter "DEBBIE") and I entered into
7 a written 1-year lease. Rent for the premises, located at 285 Hanover Ave., #5, Oakland, was \$2000 per
8 month, due on the 1st of the month. Since then, there were two material changes in DEBBIE's tenancy:
9 1) she relocated to unit #1; and 2) effective 9/1/12, rent was reduced to \$1540 per month. On 2/

10 3. From March 2010 to present, DEBBIE's minor son, JACOB WILLIAMS ("JACOB"),
11 has lived at the premises.

12 4. In July 2016, DEBBIE died.

13 5. Also, in July 2016, DEBBIE's daughter, AMBER HEYER-RASMUSSEN (hereinafter
14 "AMBER"), departed from the country of Turkey and flew to Oakland, in order to be with her mother
15 in her final days.

16 6. When AMBER told me she decided to stay in unit #1, I contacted my attorney, ELAINE
17 R. LEE (hereinafter "LEE"). LEE wrote AMBER a letter, dated 8/22/16, attached hereto as EXHIBIT

18 1. In that letter, LEE states:

19 [AMBER] and [JACOB] cannot stay in unit #1 at \$1540 per month because, in
20 1995, the California Legislature passed and the Governor signed AB 1164 – a
21 law known as the Costa-Hawkins Rental Housing Act. This law clears the way
22 for landowners in rent control communities to establish market-rate rental rates
23 when there is a change in occupancy of a dwelling unit. In [DEBBIE's] case, she
24 had a month-to-month tenancy and, upon her death, that tenancy terminated by
25 operation of law. CC §1934. To be more specific: 1) her tenancy ended on the
26 30th day following her last payment of rent before she died (Miller v. Desatnik
27 (1990) 221 Cal.App.3d.Supp 13, 18-19); and 2) acceptance of rent by the
28 landowner does not operate as a waiver or otherwise prevent enforcement of a
covenant that prohibits a sublease or assignment unless the owner has received
written notice from the tenant that is a party to the agreement and thereafter
accepts rent (CC §1954.53(d)(4)).


26 7. Along with that letter, LEE served AMBER a rental application, an ORAP notice, and
27 a 90-day notice of change in monthly rent from \$1540 to \$2500, effective 12/1/16. Such are attached

1 hereto as EXHIBIT 2.

2 8. To date, I have not received a completed rental application from AMBER.

3 I declare under penalty of perjury under the laws of the State of California that the foregoing is
4 true and correct.

5 DATED: 9/22/16


PHILIP YEE
Landlord/Respondent

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EXHIBIT 1

000103



Law Offices of Elaine Lee

www.elaineleeattorney.com

Aug 22, 2016

AMBER HEYER-RASMUSSEN

285 Hanover Ave., #1

Oakland, CA 94606

Dear Ms. Heyer-Rasmussen:

Please accept my condolences regarding your mother's untimely death in July 2016. You are to be commended for dropping everything, leaving Turkey and coming to Oakland, also in July 2016, to take care of her.

I am told by my client, PHILIP YEE, that they liked your mother and that they cherished their landlord-tenant relationship with her. As you may know, that relationship goes back to 3/5/10 when your mother moved into unit #5; and continued, beginning in 9/1/12, when she relocated to unit #1.

The problem is that you and JACOB WILLIAMS, your mother's minor son, cannot stay in unit #1 at \$1540 per month because, in 1995, the California Legislature passed and the Governor signed AB 1164 – a law known as the Costa-Hawkins Rental Housing Act. This law clears the way for landowners in rent control communities to establish market-rate rental rates when there is a change in occupancy of a dwelling unit. In your mother's case, she had a month-to-month tenancy and, upon her death, that tenancy terminated by operation of law. CC §1934. To be more specific: 1) her tenancy ended on the 30th day following her last payment of rent before she died (Miller v. Desatnik (1990) 221 Cal.App.3d.Supp 13, 18-19); and 2) acceptance of rent by the landowner does not operate as a waiver or otherwise prevent enforcement of a covenant that prohibits a sublease or assignment unless the owner has received written notice from the tenant that is a party to the agreement and thereafter accepts rent (CC §1954.53(d)(4)).

If you have any questions regarding the above or accompanying "Notice of Rent Increase", please feel free to contact me.

Yours very truly,

ELAINE R. LEE
Attorney at Law

405 14th Street
Suite 607
Oakland, CA 94612
Ph 510 251 8024
Fx 510 451 0411
eleeattorney@aol.com



000104

EXHIBIT 2

000105

Rental Application

Separate application required from each applicant age 18 or older.

THIS SECTION TO BE COMPLETED BY LANDLORD	
Address of Property to Be Rented:	<u>285 Hanover Ave., #1</u> <u>Oakland, CA 94606</u>
Rental Term: <input checked="" type="checkbox"/> month-to-month <input type="checkbox"/> lease from _____ to _____	
Amounts Due Prior to Occupancy	
First month's rent	\$ <u>2500 -</u>
Security deposit	\$ <u>5000 -</u>
Credit check fee	\$ <u>35 -</u>
Other (specify):	\$ _____
TOTAL	\$ <u>7535 -</u>

Applicant

Full Name—include all names you use(d): _____

Home Phone: () _____ Work Phone: () _____

Social Security Number: _____ Driver's License Number/State: _____

Vehicle Make: _____ Model: _____ Color: _____ Year: _____

License Plate Number/State: _____

Additional Occupants

List everyone, including children, who will live with you:

Full Name	Relationship to Applicant
_____	_____
_____	_____
_____	_____
_____	_____

Rental History

Current Address: _____

Dates Lived at Address: _____ Reason for Leaving: _____

Landlord/Manager: _____ Landlord/Manager's Phone: () _____

Previous Address: _____

Dates Lived at Address: _____ Reason for Leaving: _____

Landlord/Manager: _____ Landlord/Manager's Phone: () _____

000106

Previous Address: _____
 Dates Lived at Address: _____ Reason for Leaving: _____
 Landlord/Manager: _____ Landlord/Manager's Phone: () _____

Employment History

Name and Address of Current Employer: _____
 _____ Phone: () _____
 Name of Supervisor: _____ Supervisor's Phone: () _____
 Dates Employed at This Job: _____ Position or Title: _____
 Name and Address of Previous Employer: _____
 _____ Phone: () _____
 Name of Supervisor: _____ Supervisor's Phone: () _____
 Dates Employed at This Job: _____ Position or Title: _____

Income

1. Your gross monthly employment income (before deductions): _____ \$
 2. Average monthly amounts of other income (specify sources): _____ \$

 TOTAL: _____ \$

Credit and Financial Information

Bank/Financial Accounts	Account Number	Bank/Institution	Branch
Savings Account: _____			
Checking Account: _____			
Money Market or Similar Account: _____			

Credit Accounts & Loans	Type of Account (Auto loan, Visa, etc.)	Account Number	Name of Creditor	Amount Owed	Monthly Payment
Major Credit Card: _____					
Major Credit Card: _____					
Loan (mortgage, car, student loan, etc.): _____					
Other Major Obligation: _____					

NOTICE OF CHANGE IN RENT

(CC §§ 827 & 1934; Costa-Hawkings Act)

TO: AMBER HEYER-RASMUSSEN
285 Hanover Ave., #1
Oakland, CA 94606

Occupant in possession, and to all other occupants (incl. minor JABOB WILLIAMS) at the premises, described above.

YOU, who now occupy said premises in lieu of decedent (master tenant DEBORAH HEYER who had occupied them as a month-to-month tenant) are notified hereby, per Civil Code ("CC") §§ 827 & 1934 and the Costa-Hawkings Act ("ACT"), that 90 days after service upon you of this notice or effective 12/1/16, whichever is later, monthly rent, to more accurately reflect the market, shall increase, as follows:

* monthly rent increase from \$1540 to \$2500, due on the 1st of the month.

We request that you: 1) complete the enclosed rental application and submit same within 10 days hereof; and 2) enter into a new written rental agreement.

DATED: 8/22/16



ELAINE R. LEE,
Attorney for Landlord

PROOF OF SERVICE

The undersigned served this Notice of Change in Rent and ORAP Notice on 8/23/16 @

6:20 AM (PM) by:

- hand-delivery to tenant (CCP §1162(a)(1))
- delivery to co-resident + mail (CCP §1162(a)(2))
- post & mail (CCP §1162(a)(3))

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration is executed in Oakland, CA..

DATED: 8/25/16

NAME: Bryant Ahn

000108

EXHIBIT 3

000109

250 FRANK H. OGAWA PLAZA # 1320 OAKLAND, CA 94612

2016 RENEWAL TAX

2016 Tax Due: January 1, 2016 Delinquent if paid/postmarked after March 1, 2016

OFFICE USE ONLY

1. ACCOUNT NUMBER: 2729946 2. TAX RATE: \$13.95 PER \$1,000 3. INDUSTRY CODE: M

SECTION I - BUSINESS INFORMATION:

4. Mailing Address: EVA W & PHILIP YEE 457 MERRITT AVE OAKLAND, CA 94610-5116

All Businesses and Rentals are subject to the \$1.00 State Mandated Fee* Check the following box(es) if you are/have:

- 4a. If you are making changes to Lines 4-12, see enclosed instructions.
4b. Claiming a Small Business Exemption (total gross receipts must be \$3,100 or less & you MUST submit a Form 4506T)
4c. Discontinued or sold your business or rental property:
4d. Requesting apportionment of your gross receipts.

5. Business Name: EVA W & PHILIP YEE
6. Business Location: 285 HANOVER AVE, OAKLAND, CA 94606-1260
7. Business Phone Number: OFFICE USE ONLY
8. Alternate Phone Number: OFFICE USE ONLY
9. State Contractor's License Number: NOT APPLICABLE
10. Ownership Type: S
11. 1st Owner's Name: OFFICE USE ONLY
12. 2nd Owner's Name: OFFICE USE ONLY

SECTION II - CALCULATE THE 2016 TAXES DUE (to calculate the tax, multiply the amount you write on Line 13 by .01395 OR enter \$13.95, whichever is greater):

13. 2016 TAX BASE (2015 Gross Rental Income): \$78,406.00
14. 2016 Tax Due (Multiply Line 13 by .01395 or enter \$13.95, whichever is greater): \$1,093.76
15. PENALTY DUE: \$0
16. INTEREST DUE: \$0
17. PRIOR AMOUNT DUE: \$0
18. ADD \$50 FAILURE TO FILE FEE: \$0
19. * State Mandated Disability Access and Education Revolving Fund: \$1.00
20. TOTAL AMOUNT DUE (Add Lines 14-19) - Do not mail cash: \$1,094.76

PENALTY & INTEREST IS DUE IF PAID AFTER MARCH 1, 2016
Penalty (on tax): ADD 10% (if paid between 3/2/2016 and 5/1/2016) OR ADD 25% (if paid after 5/1/2016)
Plus Interest (on tax + penalty): ADD 1% per month from 3/2/2016 until paid.

*See explanation on the reverse side
Please submit only 1 check per declaration, made payable to: "Oakland Business Tax"

SECTION III - HOW TO CLOSE YOUR ACCOUNT: Was this business or rental property sold or the activity permanently discontinued? To close your account, complete Section II and remit payment due (if applicable). Check Box 4c (above) and complete Line 1 or 2 (below):

1. Rental activity was permanently discontinued on:
2. Rental property was sold or foreclosed on:

To close the account, this declaration must be completed, signed and returned, with any payment that is due, on or before March 1, 2016.

I declare, under penalty of perjury, that all information contained on this declaration is true and correct.

SIGNED: Philip Yee PHONE: 510-835-9574 DATE: 2-10-2016

CREDIT CARD INFORMATION:

a. Credit Card No. b. Amount Charged to Credit Card: \$ c. Cardholder Name: d. Signature:

IMPORTANT! Please print all credit card information clearly and completely. Declined and invalid credit cards may result in a delay in processing your payment. Penalties and interest will be assessed on all late payments.

FILIER TEL
457 MERRITT AVENUE
OAKLAND, CA 94610

CITY OF OAKLAND
Business Tax Section
PO Box 101515
Pasadena, California 91189-0005

PHILIP W. YEE
EVA W. YEE
457 MERRITT AVE.
OAKLAND, CA 94610-5116

90-7118-7327
3211

305

Date 2-10-2016

Pay to the order of OAKLAND BUSINESS TAX \$ 1094.76

ONE THOUSAND NINETY FOUR 76/100 00/100  Security Features
Call 800-368-5767
Details on back

citibank

Citigold

CITIBANK, N.A. BR. #327
4101 PIEDMONT AVENUE
OAKLAND, CA 94611

For Acct No 2729946

Philip Yee AP

000111

BUSINESS TAX RENEWAL
250 FRANK H. OGAWA PLAZA # 1320
OAKLAND, CA 94612

DUE UPON RECEIPT

1. ACCOUNT NUMBER: **2729946** 2. PARCEL: **022 030803001**

3. Rental Location: **285 HANOVER AVE**
5. Mailing Address:
EVA W & PHILIP YEE
457 MERRITT AVE
OAKLAND, CA 94610-5116

Check the following box(es):
 4a. If you are making corrections on any of the pre-printed information on Lines 5-7.
 4b. If your property was sold or foreclosed:
• In 2015: complete Line 17 only or,
• In 2016: complete Lines 9-17

6. Daytime Phone Number: **OFFICE USE ONLY** Ext: 7. Contact Phone: Ext.

8. Total Number of Units per Alameda County Records (see box at right): **5**

9. EXEMPTIONS CLAIMED FOR 2016 (Claim all that apply).
See instructions on reverse side for full explanation:

Number of Exempt Units

- a. Owner-Occupied Unit: _____
- b. Off the Rental Housing Market (attach explanation): _____
- c. Motel, Hotel or Rooming House: _____
- d. Hospital, Convent or Monastery: _____
- e. Newly-Constructed: _____
- f. Owner-Occupied Duplex or Triplex: _____

10. TOTAL NUMBER OF EXEMPT UNITS CLAIMED (add Lines 9a through 9f): 10. _____
You may be required to show proof of exemptions.

11. NET CHARGEABLE UNITS: (Deduct the total exempt units you write on Line 10 from the total units preprinted on Line 8):

11. 5

12. FEE DUE: Multiply Net Chargeable Units on Line 11 by \$30.00:

12. \$150.00

13. PENALTY DUE:

13. -0-

14. INTEREST DUE:

14. -0-

15. PRIOR AMOUNT DUE:

15. _____

16. TOTAL DUE: (Add Lines 12- 15) – DO NOT mail cash:

16. \$150.00

Please make your check payable to "City of Oakland – RAP". Do not include this payment with your business tax payment. Thank you.

IMPORTANT NOTICE
The Oakland City Council will be considering an increase to the RAP fee for the 2016 Calendar Year. If approved, a supplemental bill will be sent to you.

17. Was this rental property sold or the activity permanently discontinued?

To close your account, complete appropriate items and remit any applicable payment. Check Box 4b (above) and complete items a. or b. (below):

a. Rental activity was discontinued on: ___/___/___ b. Property was sold or foreclosed on: ___/___/___

I declare under penalty of perjury, that all information contained on this declaration is true and correct.

SIGNED: Philip Yee TITLE: OWNER DATE: 3-9-2016

CREDIT CARD INFORMATION: Visa MasterCard Discover Expiration Date: Month Year

a. Credit Card No. - -

b. Amount Charged to Credit Card \$: _____ c. Cardholder Name: _____

IMPORTANT! Please print all credit card information clearly and completely.
Declined/ invalid credit cards may result in a delay in processing your payment.
Penalties and interest will be assessed on all late payments.

d. Signature: _____

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM
2016 SEP 28 PM 1:28

FROM
PHILIP YEE
457 MERRITT AVENUE
OAKLAND, CA 94610

CITY OF OAKLAND
Rent Adjustment Program
PO Box 101517
Pasadena, California 91189-0009

PLACE
STAMP
HERE

013

96-7114-27
112

Date 3-9-16

PHILIP W. YEE
EVA W. YEE
457 MERRITT AVE.
OAKLAND, CA 94610-5116

Pay to the order of City of Oakland-BAP

\$ 510.00

One Hundred Fifty Dollars
Citigold
citibank

For Acct # 2129946
CITIBANK, N.A. BR. #327
4101 PIEDMONT AVENUE
OAKLAND, CA 94611
Parcel # 022080803001
Philip Yee

000113

Tile 0497 RC/BC

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM

<p>CITY OF OAKLAND RENT ADJUSTMENT PROGRAM Mail To: P. O. Box 70243 Oakland, California 94612-0243 (510) 238-3721</p>	<p>For date stamp: 2016 SEP -2 PM 12: 02</p>
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Please Fill Out This Form As Completely As You Can. Failure to provide needed information may result in your petition being rejected or delayed.

TENANT PETITION

Please print legibly

Your Name Amber Heyer-Rasmussen	Rental Address (with zip code) 285 Hanover Avenue, #1 Oakland, CA 94606	Telephone (510) 282-4026
Your Representative's Name N/A	Mailing Address (with zip code)	Telephone
Property Owner(s) name(s) Philip W. Yee & Eva W. Yee	Mailing Address (with zip code) 457 Merritt Avenue Oakland CA 94610	Telephone (510) 325-0778

Number of units on the property: 5

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

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

<input checked="" type="checkbox"/>	(a) The increase(s) exceed(s) the CPI Adjustment and is (are) unjustified or is (are) greater than 10%.
	(b) The owner did not give me a summary of the justification(s) for the increase despite my written request.
	(c) The rent was raised <u>illegally</u> after the unit was vacated (Costa-Hawkins violation).
	(d) No written notice of Rent Program was given to me together with the notice of increase(s) I am contesting. (Only for increases noticed after July 26, 2000.)
	(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.
	(f1) The housing services I am being provided have decreased. (Complete Section III on following page)
	(f2) At present, there exists a health, safety, fire, or building code violation in the unit. <u>If the owner has been cited in an inspection report, please attach a copy of the citation or report.</u>
	(g) The contested increase is the second rent increase in a 12-month period.
	(h) The notice of rent increase based upon capital improvement costs does not contain the "enhanced notice" requirements of the Rent Adjustment Ordinance or the enhanced notice was not filed with the RAP.
	(i) My rent was not reduced after the expiration period of the rent increase based on capital improvements.
<input checked="" type="checkbox"/>	(j) The proposed rent increase would exceed an overall increase of 30% in 5 years. (The 5-year period begins with rent increases noticed on or after August 1, 2014).
	(k) I wish to contest an exemption from the Rent Adjustment Ordinance (OMC 8.22, Article I)

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

Date you moved into the Unit: See Attachment 1 Initial Rent: \$ 1,540 /month

When did the owner first provide you with a written NOTICE TO TENANTS of the existence of the Rent Adjustment Program (RAP NOTICE)? Date: See Attachment 1. If never provided, enter "Never."

- Is your rent subsidized or controlled by any government agency, including HUD (Section 8)? Yes No

List all rent increases that you want to challenge. Begin with the most recent and work backwards. If you need additional space, please attach another sheet. You must check "Yes" next to each increase that you are challenging.

Date Notice Served (mo/day/year)	Date Increase Effective (mo/day/year)	Amount Rent Increased		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
8/22/16	12/01/2016	\$ 1,540	\$ 2,500	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

List case number(s) of all Petition(s) you have ever filed for this rental unit: None

III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:

Decreased or inadequate housing services are considered an increase in rent. If you claim an unlawful rent increase for service problems, you must complete this section.

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

If you answered "Yes" to any of the above, please attach a separate sheet listing a description of the reduced service(s) and problem(s). Be sure to include at least the following: 1) a list of the lost housing service(s) or serious problem(s); 2) the date the loss(es) began or the date you began paying for the service(s); and 3) how you calculate the dollar value of lost problem(s) or service(s). Please attach documentary evidence if available.

To have a unit inspected and code violations cited, contact the City of Oakland, Code Compliance Unit, 250 Frank H. Ogawa Plaza, 2nd Floor, Oakland, CA 94612. Phone: (510) 238-3381

IV. VERIFICATION: The tenant must sign:

I declare under penalty of perjury pursuant to the laws of the State of California that everything I said in this petition is true and that all of the documents attached to the petition are true copies of the originals.

A.M.
Tenant's Signature

9/2/16
Date

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

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

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

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

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

A.M.
Tenant's Signature

9/2/16
Date

VI. IMPORTANT INFORMATION:

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

File Review

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

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

- Printed form provided by the owner
- Pamphlet distributed by the Rent Adjustment Program
- Legal services or community organization
- Sign on bus or bus shelter
- Other (describe): Friends

Amber Heyer-Rasmussen – 285 Hanover Avenue, #1, Oakland CA 94606

Attachment 1

My mother and minor brother Jacob, who is not named as a party to this petition because he is a minor, moved into the unit on or around 2012. I do not know if my mother or brother received RAP notice at that time.

I moved to the unit in June, 2016. My mother passed away in July, 2016. Soon thereafter I spoke with Mr. Yee and informed him that my brother and I would remain tenants. I paid Mr. Yee and Mr. Yee accepted August, 2016 rent in the amount of \$1,540.

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Law Offices of Elaine Lee

www.elaineleeattorney.com

Aug 22, 2016

AMBER HEYER-RASMUSSEN
285 Hanover Ave., #1
Oakland, CA 94606

Dear Ms. Heyer-Rasmussen:

Please accept my condolences regarding your mother's untimely death in July 2016. You are to be commended for dropping everything, leaving Turkey and coming to Oakland, also in July 2016, to take care of her.

I am told by my client, PHILIP YEE, that they liked your mother and that they cherished their landlord-tenant relationship with her. As you may know, that relationship goes back to 3/5/10 when your mother moved into unit #5; and continued, beginning in 9/1/12, when she relocated to unit #1.

The problem is that you and JACOB WILLIAMS, your mother's minor son, cannot stay in unit #1 at \$1540 per month because, in 1995, the California Legislature passed and the Governor signed AB 1164 – a law known as the Costa-Hawkins Rental Housing Act. This law clears the way for landowners in rent control communities to establish market-rate rental rates when there is a change in occupancy of a dwelling unit. In your mother's case, she had a month-to-month tenancy and, upon her death, that tenancy terminated by operation of law. CC §1934. To be more specific: 1) her tenancy ended on the 30th day following her last payment of rent before she died (Miller v. Desatnik (1990) 221 Cal.App.3d.Supp 13, 18-19); and 2) acceptance of rent by the landowner does not operate as a waiver or otherwise prevent enforcement of a covenant that prohibits a sublease or assignment unless the owner has received written notice from the tenant that is a party to the agreement and thereafter accepts rent (CC §1954.53(d)(4)).

If you have any questions regarding the above or accompanying "Notice of Rent Increase", please feel free to contact me.

Yours very truly,

ELAINE R. LEE
Attorney at Law

405 14th Street
Suite 607
Oakland, CA 94612
Ph 510 251 8024
Fx 510 451 0411
eleeattorney@aol.com



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NOTICE OF CHANGE IN RENT

(CC §§ 827 & 1934; Costa-Hawkings Act)

TO: AMBER HEYER-RASMUSSEN
285 Hanover Ave., #1
Oakland, CA 94606

Occupant in possession, and to all other occupants (incl. minor JABOB WILLIAMS) at the premises, described above.

YOU, who now occupy said premises in lieu of decedent (master tenant DEBORAH HEYER who had occupied them as a month-to-month tenant) are notified hereby, per Civil Code ("CC") §§ 827 & 1934 and the Costa-Hawkings Act ("ACT"), that 90 days after service upon you of this notice or effective 12/1/16, whichever is later, monthly rent, to more accurately reflect the market, shall increase, as follows:

* monthly rent increase from \$1540 to \$2500, due on the 1st of the month.

We request that you: 1) complete the enclosed rental application and submit same within 10 days hereof; and 2) enter into a new written rental agreement.

DATED: 8/22/16



ELAINE R. LEE,
Attorney for Landlord

PROOF OF SERVICE

The undersigned served this Notice of Change in Rent and ORAP Notice on _____ @

_____ AM PM by:

- hand-delivery to tenant (CCP §1162(a)(1))
- delivery to co-resident + mail (CCP §1162(a)(2))
- post & mail (CCP §1162(a)(3))

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration is executed in Oakland, CA..

DATED: _____

NAME: _____

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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

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland has a Rent Adjustment Program ("RAP") that limits rent increases (Chapter 8.22 of the Oakland Municipal Code) and covers most residential rental units built before 1983. It does not apply to subsidized units, most single family dwellings, condominiums and some other types of units. For more information on which units are covered, contact the RAP office.
- You have a right to file a petition with the RAP to contest a rent increase that is greater than the annual general rent increase ("CPI increase"). An owner can increase rent more than the CPI rate, but with limits, for: capital improvements, operating expense increases, and deferred annual rent increases ("banking"). No annual rent increase may exceed 10%. The owner must provide you with a written summary of the reasons for any increase greater than the CPI rate if you request one in writing. If the owner decreases your housing services, this may be an increase in your rent. Decreased housing services include substantial problems with the condition of a unit.
- To contest a rent increase, you must file a petition with the RAP within sixty (60) days of whichever is later: (1) the date the owner served the rent increase notice; or (2) the date you first received this Notice To Tenants. Information and the petition forms are available from the RAP office: 250 Frank H. Ogawa Plaza, 6th Fl., Oakland, CA 94612 or: <http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment>
- If you contest a rent increase, you must pay your rent with the contested increase until you file a petition. After your petition is filed, if the rent increase notice separately states the amount of the CPI rate, you have to pay your rent plus the CPI increase. If the CPI rate has not been stated separately, you may pay the rent you were paying before the rent increase notice. If the increase is approved and you did not pay it you will owe the amount of the increase retroactive to the effective date of increase.
- Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22) which limit the grounds for evictions in covered units. For more information contact the RAP office.
- Oakland charges owners a Rent Program Service Fee per unit per year. If the fee is paid on time, the owner is entitled to get half of the fee from you. Your payment for the annual fee is not part of the rent. Tenants in subsidized units are not required to pay the tenant portion of the fee.
- Oakland has a Tenant Protection Ordinance ("TPO") to deter harassing behaviors by landlords and to give tenants legal recourse in instances where they are subjected to harassing behavior by landlords (O.M.C. 8.22.600). (City Council Ordinance No. 13265 C.M.S.)

TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit _____, the unit you intend to rent.
- Smoking (circle one) IS or IS NOT permitted in other units of your building. (If both smoking and non-smoking units exist in tenant's building, attach a list of units in which smoking is permitted.)
- There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at _____.

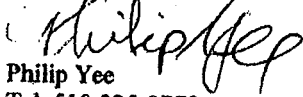
I received a copy of this notice on _____ (Date) _____ (Tenant's signature)

此份屋崙(奧克蘭)市租客權利通知書附有中文版本。請致電(510) 238-3721 索取副本。
 La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.
 Baùn Thoàng Baùo quyềàn lờĩ của ngỗđời thueã trong Oakland nặy cuõng còu baềng tieáng Vieät. Ñeã còu moắt
 baùn sao, xin goĩ (510) 238-3721.

July 26, 2016

This is to confirm receipt of August 2016 rent payment in the amount of \$1,540.00 on 07/26/2016 from Amber Heyer-Rasmussen who and Jacob Williams live at 285 Hanover Avenue, Apartment #1, Oakland, CA 94606.

Sincerely,



Philip Yee

Tel: 510-325-0778

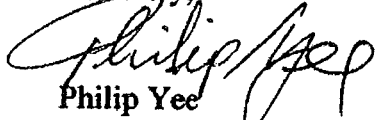
000121

July 26, 2016

Attention: To whom it may concern

Amber Heyer-Rasmussen and Jacob Williams currently live at 285 Hanover Avenue,
Apartment #1, Oakland, CA 94606 and pay \$1,540.00 per month for rent.

Sincerely,



Philip Yee

Tel: 510-325-0778

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