

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

September 28, 2017

7:00 P.M.

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

AGENDA

1. CALL TO ORDER
2. ROLL CALL
3. CONSENT ITEMS
 - i. Approval of minutes, September 14, 2017
4. OPEN FORUM
5. NEW BUSINESS
 - i. Appeal Hearings in cases:
 - a. T16-0073; Ullman v. Tse
 - b. T16-0168; Wong v. Romer
T16-0192; Wong v. Romer
 - ii. Discussion and Possible Action on Amendments to Just Cause for Eviction Regulations
6. SCHEDULING AND REPORTS
7. ADJOURNMENT

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

2017 SEP 20 PM 4:08



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

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

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

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

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

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

**Regular Meeting
September 14, 2017
7:00 p.m.
City Hall, Hearing Room #1
One Frank H. Ogawa Plaza, Oakland, CA**

DRAFT MINUTES

1. CALL TO ORDER

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

2. ROLL CALL

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

Staff Present

Kent Qian	Deputy City Attorney
Connie Taylor	Rent Adjustment Program Manager

3. CONSENT ITEMS

Speakers:

Brian Geiser

i. Approval of consent items:

R. Stone made motion to approve minutes for August 10, 2017 with correction on date stamp number 3. K. Friedman seconded. The Board voted as follows:

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AYE: J. Warner; U. Fernandez, R. Stone, K. Friedman
NAY: 0
ABSTAINED: K. Blackburn, T. Sandoval

The motion carried.

4. OPEN FORUM

No speakers

5. NEW BUSINESS

i. Appeal Hearing in cases:

a. L15-0065; CNML Crescent Props., LLC v. Tenants

Appearances: Tenant Appeal

Tenant Representative

Gary Reynolds

Owner Representative

Elizabeth Hart

Rebuttal

Both parties offered rebuttal.

Board Discussion

After discussion and questions to both parties, R. Stone made a motion to remand the Hearing Officer's decision to determine if the windows were counted twice in the calculations for the amount approved for capital improvements. K. Blackburn seconded. The Board voted as follows:

AYE: U. Fernandez, J. Warner, K. Friedman, T. Sandoval, R. Stone, K. Blackburn
NAY: 0
ABSTAINED:0

The motion carried by consensus.

b. L15-0016; Nand LLC v. Tenants

Appearances: Tenant Appeal

Tenant

Jonathan Romano

Owner Representative

Margaret Allen

Rebuttal

Owner: Cecile Smith

Board Discussion

After Board discussion and questions to all parties, K. Friedman made a motion to affirm the Hearing Officer's decision based on substantial evidence. R. Stone seconded. The Board voted as follows:

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

The motion carried by consensus.

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

Speaker:

Irene Ross

Board Discussion

After Board discussion, J. Warner made a motion to adopt the proposed Regulations and Resolution. K. Blackburn seconded. The Board voted as follows:

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

The motion was approved by consensus.

6. SCHEDULING AND REPORTS

The following to be agendized:

1. A discussion of clarifying when dry rot is considered capital improvements instead of routine maintenance.
2. Discussion of rules of conduct for the Board.
3. Discussion of amendments to Substantial Rehabilitation Regulations.

7. ADJOURNMENT

The meeting was adjourned by consensus at 8:35 p.m.

CHRONOLOGICAL CASE REPORT

Case No.: T16-0073
Case Name: Ullman v. Tse
Property Address: 4410 Edgewood Ave., B, Oakland, CA
Parties: Bree Ullman (Tenant)
Christopher Tse (Landlord)

TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petitions filed	February 3, 2016
Landlord Response filed	March 3, 2016
Hearing Decision Issued	July 1, 2016
Tenant Appeal filed	July 14, 2016

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City of Oakland Residential Rent Adjustment Program 250 Frank Ogawa Plaza, Suite 5313 Oakland, California 94612 (510) 238-3721	APPEAL
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Appellant's Name Brianne Ullman	Landlord <input type="checkbox"/> Tenant <input checked="" type="checkbox"/>
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Property Address (Include Unit Number) 4410 Edgewood Ave., Apt. B

Appellant's Mailing Address (For receipt of notices) 4410 Edgewood Ave, Apt. B Oakland, CA 94602	Case Number T160073 Date of Decision appealed June 24, 2016
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Name of Representative (if any) 	Representative's Mailing Address (For notices)
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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 July 14, 2016, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<u>Name</u>	Christopher Tse
<u>Address</u>	296 Parkview Terrace
<u>City, State Zip</u>	Oakland, CA 94610

<u>Name</u>	James Coleman
<u>Address</u>	490 Lakepark Ave. #16091
<u>City, State Zip</u>	Oakland, CA 94610

	7/14/16
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

IMPORTANT INFORMATION:

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

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

BREE A. ULLMAN
4410 Edgewood Avenue
Oakland, CA 94602
brc.esq@gmail.com

BEFORE THE RENT ADJUSTMENT PROGRAM
CITY OF OAKLAND, CA

Factual Background and Explanation of Grounds for Appeal: Case #T160073

Background:

Mr. Tse put the Edgewood Property on the Market in May of 2015. He then abruptly took the property off the market and filed a petition attempting to exempt himself from rent control, based on a 2007 condo conversion that he never completed.

Last summer, I filed a brief in response to Mr. Tse's petition, arguing that the original condo converter may not benefit from his own conversion. The law is painstakingly clear on this point. Perhaps realizing that he did not have a legal leg to stand on, Mr. Tse withdrew his petition before a hearing could ever be held. He also attempted to "buy out" Ms. Hellman by paying her to move out of her unit. She refused. So Mr. Tse tried another strategy: he raised the rent on each apartment to \$2,800 and even threatened legal action against Ms. Hellman if she did not pay him \$4,000 as an increased "security deposit."

Unit B: Transfer to James Coleman and Simultaneous Rent Raise

On December 1, at the conclusion of a Rent Board hearing concerning his attempted capital improvements increases, Mr. Tse asked hearing officer Stephen Kastin whether he could raise the rent to anything he wanted if the units were sold separately. Mr. Kastin replied that he could not give legal advice. The very next day, December 2, 2015, Mr. Tse transferred my unit to his long-term friend and former-roommate, James Coleman. He sent me a nearly 70 percent rent increase (to \$2,800) the same day. Mr. Coleman had entered my unit one month prior, for approximately 60 seconds, before making this purchase. He did not even look at the bedrooms. He has not once responded to any of my phone calls regarding the property and has not been seen on the property even once since he purportedly became my landlord. The rent increase notices and other notices that he has sent me appear to have been actually authored and delivered by Mr. Tse. Mr. Coleman's phone number is a google voice subscription with no answering machine. The emails sent from James4410@gmail.com appear to be from Mr. Tse. When my shower faucet broke, it was Mr. Tse who entered my unit in a failed attempt to make

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a repair. When I suggested that I hire a handyman and deduct the cost from my rent, Mr. Tse agreed. I offered to let my "new landlord" know, but Mr. Tse said that he would just "tell James" himself. Mr. Coleman did not even show up at the June 17 rent board hearing. He allowed Mr. Tse to act as his representative.

Unit A and C: Transfer of Unit A to Sousan Yaganhi and Rent Raise in Unit C.

On January 28, 2015 Mr. Tse then transferred Unit A to his long-term girlfriend. Property records indicate that he sold the unit for the exact same \$454,000 price that he sold my unit for. And, again, on the very same day, he raised Ms. Hellman's rent (whose unit he still owns) to the same \$2,800. Mr. Tse was evidently attempting to take advantage of the loophole that allows a landlord who has lived in a unit for more than a year (he did several years ago), and who sells off the "remaining units" to exempt his residence from rent control. He misread the law, (which requires residency *after* sale of the other units), and the Rent Board properly ruled against him. These facts are important to this appeal, however, because they indicate the strategy Mr. Tse was employing when he executed private sales to his best friend and his girlfriend and kept one remaining unit in his own name. The issue, as it pertains to Unit B, is whether the sale to Mr. Coleman was executed *in good faith*. It was not.

Until I have access to the full discovery tools available in the civil system, I cannot tell you whether actual money changed hands between Mr. Tse and Mr. Coleman or Mr. Tse and Ms. Yahaghi. I suspect that it did not. The record, however, already contains more than enough information to cast serious doubt on these transactions.

These transactions were designed by Mr. Tse (note the identical purchase prices and rent increases) with the specific purpose of exempting himself from rent control and pricing his tenants out of their homes. The sales to his closest friends were executed to justify the \$2,800 rent increases he is attempting to levy, not the other way around. The law does not tolerate this behavior, or at least, it should not reward such sham transactions with exemptions from rent control.

GROUNDS FOR APPEAL:

3. The decision raises a new policy issue that has not been decided by the Board.

At issue here is what constitutes a "bona fide" sale for the purposes of exempting a condominium from Oakland's rent control ordinance. Can a landlord sell individual units in his building to his friends and/or relatives in a quick private sale, impose a rent increase (through these agents) large enough to price the tenants out of their previously rent-controlled apartments and then turn a quick profit on the entire empty building? The Board's decision in case T160073 would appear to condone this behavior, though the language of the decision is perilously vague. If a condominium subdivider's best friend and partner may each serve as bona fide purchasers to exempt the property from rent control, then why not his children or

his brother? Can a landlord sell units to her minor children or her husband in order to escape the reach of Oakland's RAP? At what point should the City cry foul?

The City of Oakland is in a housing affordability crisis that threatens the health and welfare of the community. The interpretation of laws designed to close loopholes for landlords is thus an extremely important policy issue with potentially far-reaching implications.

In 2002, in order to curb the abuse of section 1954.52 through false condominium conversions, the legislature carefully excluded condominium units which have not been sold to a bona fide purchaser. In practical terms, this means that the original condominium converter may not exempt his own property from rent control simply by changing the designation of the property. It should also mean that the original converter cannot exempt his property from rent control by conveying parts of it to himself or his friends, with the intention of pricing the tenants out of their home and turning a quick profit. Presumably, this is why the legislature, in its 2002 amendments to the Costa Hawkins Act, added the requirement of sale to a "bona fide purchaser" rather than simply *any* purchaser for value. §1954.52(b)(2)

Unfortunately, this new "Bona fide purchaser" language does little to remedy the situation if this board refuses to assign it any meaning.

4. The decision is not supported by substantial evidence

In determining that Mr. Coleman was, in fact, a bona fide purchaser, the hearing officer ignored significant, glaring facts indicating otherwise, relying almost entirely on the existence of a grant deed evidencing that a sale to Mr. Coleman occurred.

Tenant alleged that Mr. Tse sold her unit to Mr. Coleman for the sole purpose of evading Oakland's rent control laws and that Mr. Tse continued to make all decisions related to the entire property. At no time during the entire six months following his purchase did Mr. Coleman ever speak with tenant, respond to her phone calls, or visit the property despite tenant's multiple attempts to engage him. Whether Mr. Coleman is acting as an agent of Mr. Tse is entirely relevant in this case. The law prohibits a subdivider from benefiting from his own condo conversion. Selling to friends and family who will act as ~~your~~ ^{one's} agent or further ~~his~~ ^{one's} interests is an end-run around the law.

And so it is rather extraordinary that the hearing officer refused to draw any inferences from the fact that Mr. Coleman did not show up to defend his bona fide purchaser status and that he instead had Mr. Tse defend the rent increase that Coleman claimed to have imposed without input from Mr. Tse. Mr. Tse had, of course, imposed the exact same increase on his own tenants after selling another

unit in the building to his girlfriend. The very issue at the heart of this case is whether there was an arms-length transaction between Mr. Tse and Mr. Coleman or whether Mr. Coleman is simply acting in Mr. Tse's interest (for financial, collegial or other incentive). The fact that Mr. Coleman did not attend the hearing and instead asked Mr. Tse to represent his interests is instructive on this point. Moreover, the hearing officer supports her decision by stating that Mr. Tse has a "right to sell in a private sale to someone he knows" (Hearing Decision, p. 6) and that tenant's contentions that Mr. Tse sold to his girlfriend and his best friend to evade rent control laws are pure "speculation." Surely, Mr. Tse has "a right" to sell the property to anyone he likes, but he does not have a right to an automatic exemption from rent control unless that transaction is in good faith. In fact, the record is replete with evidence that cast serious doubt on whether arms-length transactions occurred. See "Background" *supra*.

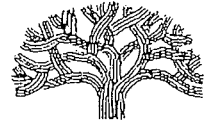
The hearing officer simply wasn't willing to consider any of the evidence that indicated a lack of good faith in the transaction between Mr. Tse and Mr. Coleman (and Mr. Tse and Ms. Yahaghi). It should also be noted, that because discovery is not a tool available to Tenants in this administrative hearing, tenants simply do not yet have access to documents which would constitute irrefutable proof of landlord's fraudulent motives. Tenants have filed or will file a civil suit in Alameda County which will open up the appropriate records necessary to deciding this case. To issue a Certificate of Exemption to Mr. Tse at this point, without any discovery, would be irresponsible and against the interests of justice.

5. I was denied a sufficient opportunity to present my case.

The hearing officer severely limited Tenant's questioning of her absentee landlord, James Coleman, who appeared briefly by phone, as well as her questioning of the real party in interest, her former landlord, Christopher Tse. Mr. Tse was extremely uncomfortable with Tenant's questions about the sale of he property to his close friends and answered most questions with "How is that relevant?" The hearing officer, for the most part let him get away with this, and did not allow questioning on a large variety of topics which would have elucidated Mr. Tse's motives for selling the property.

For example, Mr. Tse has been threatening legal action against Ms. Hellman, the tenant in unit C, if she does not pay him an additional more than \$4,000 in security deposit funds that he unilaterally imposed when she refused to be bought out of the building. The tenants at the Edgewood property have been subject to a deliberate campaign of retaliatory harassment designed to get them to abandon their rights to their rent-controlled apartments. The hearing officer severely limited testimony on these matters, stating that Mr. Tse's motivation for the sale had little bearing on whether the sale was *bona fide*. In fact, determining whether a sale was done in good faith is a holistic analysis that should not have been so conscripted.

CITY OF OAKLAND



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

Department of Housing and Community Development
Rent Adjustment Program

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

HEARING DECISION

CASE NUMBERS: T16-0073, Ullman v. Tse
T16-0074, Hellman v. Tse

PROPERTY ADDRESS: 4410 Edgewood Ave, B & C, Oakland, CA

DATE OF HEARING: June 17, 2016

DATE OF DECISION: June 23, 2016

APPEARANCES: Bree Ullman, Tenant Unit C and Tenant Representative
Sarah Hellman, Tenant Unit B
James Coleman, Owner Unit C (by phone)
Christopher Tse, Owner Unit B and Owner Representative

SUMMARY OF DECISION

The tenant petition in case T16-0073 is denied. That unit is exempt from the Rent Adjustment Ordinance. The tenant petition in case T16-0074 is granted. That unit is not exempt from the Rent Adjustment Ordinance.

CONTENTIONS OF THE PARTIES

Tenant Bree Ullman filed a petition in case T16-0072, which alleges that a rent increase exceeds the CPI Adjustment and is unjustified or is greater than 10%; that the contested increase is the second rent increase in a 12-month period; and that the proposed increase would exceed an overall increase of 30% in 5 years.

James Coleman, the owner of the condominium unit in which Ms. Ullman resides, filed a response to the petition in which he alleged that the unit is exempt from the Rent

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Adjustment Ordinance (Ordinance) because it is a single family residence or condominium exempted by the Costa-Hawkins Rental Housing Act.

Tenant Sarah Hellman filed a petition in case T16-0073, which alleges that a rent increase from \$1,660.30 to \$2,800 a month, effective April 2, 2016, exceeds the CPI Adjustment and is unjustified or is greater than 10%; that the contested increase is the second rent increase in a 12-month period; and that the proposed increase would exceed an overall increase of 30% in 5 years.

Christopher Tse, the owner of the condominium unit in which Ms. Hellman resides, filed a response to the petition in which he alleged that the unit is exempt from the Rent Adjustment Ordinance (Ordinance) because it is a single family residence or condominium exempted by the Costa-Hawkins Rental Housing Act.

THE ISSUES

1. Does the Rent Adjustment Program have jurisdiction over whether or not the subject units were converted into condominiums legally?
2. Was Unit B sold by Christopher Tse to a "bona fide purchaser for value"?
3. If Unit B was sold to a bona fide purchaser for value, is the unit exempt from the Ordinance?
4. Is Unit C exempt from the Ordinance?
5. If Unit C is not exempt, is the rent increase allowed?

EVIDENCE

The History of the Building: Christopher Tse testified that he purchased a 3 unit apartment building at 4410 Edgewood Avenue in roughly 2005. He began a condominium conversion project in 2007 before either of the tenants in the instant case moved into the building.¹ Each unit is approximately the same size and configuration; they are each 2 bedroom units that are approximately 810 square feet. In 2008, Mr. Tse was given separate Assessor Parcel Numbers (APN) for each unit and he started paying property taxes for three separate parcels, rather than for one parcel as before the condominium conversion was complete.

From sometime in 2009-January 1, 2012, Mr. Tse lived in unit C in the subject building. He produced PG&E bills showing that he lived in that unit.² He moved out on January 1, 2012, the same day that Ms. Hellman moved into the unit. Ms. Hellman testified that she moved into a unit in which Mr. Tse had previously lived.

Mr. Tse further testified that in May of 2015 he listed the whole building for sale, or in the alternative, the individual condominiums. After it was listed he heard from his realtor that Ms. Ullman had left some kind of threatening letter on her kitchen table

¹ See Exhibit 5, which is only one page of the letter he received from the *City of Oakland*. This Exhibit, and all other Exhibits referred to in this Hearing Decision, was admitted into evidence without objection.

² Exhibit 8

relating to the potential sale and so the realtors chose to withdraw from the contract they had with Mr. Tse. Ms. Ullman denied ever leaving any kind of threatening letter. Mr. Tse did not have any proof of this alleged letter. Tse testified that there had not been any offers made on the units before they were withdrawn from the market.

Tse further testified that after withdrawing the units from the market, he sold Unit B in a private sale in December of 2015 to an old friend of his, James Coleman. He sold it for \$454,000.³ Because Coleman knew that Tse wanted to sell the units, Coleman approached Tse about purchasing one of the units. They had an appraisal done, they looked at comparable sales and agreed on a price based on the appraisal. The unit was sold to Coleman on December 2, 2015.

Ullman testified that she moved into Unit B at 4410 Edgewood Avenue in April of 2010 at an initial rent of \$1,500 a month. When she moved in she was informed that the apartment was rent controlled. She was repeatedly served with *RAP Notices*. She was never served with any documents related to the condominium conversion.

Ullman further testified that on December 2, 2015, she was served with a rent increase notice purporting to increase her rent from \$1,601.11 to \$2,800 a month, effective February 8, 2016.⁴ She received this by email. She did not ever receive it through the mail. According to the *Tenant's Petition*, this document was also served with a *RAP Notice*.

Mr. Tse testified that he sold unit A in the subject building to his girlfriend, Sousan Yahaghi, in January of 2016.⁵ They based the purchase price as the same amount for which Tse had sold Unit B to Coleman. Tse further testified that he did not pay any money to Ms. Yahaghi to assist her in the purchase of the property from him.

Coleman testified that he purchased Unit B from Mr. Tse for \$454,000. He made a down payment of \$20,000 and took out a mortgage for the rest of the purchase price. There was an escrow opened when he purchased the property. Coleman further testified that he has known Christopher Tse for 8-10 years or longer and that he used to live in the unit that he purchased from Tse.

On cross-examination Coleman was asked for how long he had visited the apartment before agreeing to purchase it. He responded that he had lived in the unit in the past and had actually been in all three of the apartments in the subject property. Coleman denied knowing of any prior plans by anyone to purchase the entire property from Tse.

Coleman further testified that he was the one who suggested that he purchase the property from Tse. On cross-examination he testified that he gets the tenant's rent checks and deposits them and that he has written her eviction notices and posted them on her door. Additionally, he has an email address that he uses that is

³ Exhibit 4, the Grant Deed, shows the purchase price as \$454,000

⁴ Exhibit 3

⁵ Exhibit 9

james4410@gmail.com that only he has access to. Mr. Tse does not have access to that email account.

Tenant Ullman testified that since he purchased the property she has not met with Mr. Coleman and that her cross-examination of him was the first conversation she had had with him since he became the owner of her unit; that she has no way of contacting him other than via email; that he does not answer the phone; she has never seen him at the property; and that she believes she is communicating with Mr. Tse when she writes to the james4410@gmail.com email account. She further testified that she believes that Tse sold the property to friends for less money than he might have gotten on the open market and that this was a sign that the sales were not in good faith.

Ullman testified that Coleman came into her unit to see it before he purchased it but was in the unit for less than 60 seconds. After Coleman purchased the property, when he shower head broke, it was Mr. Tse, not Coleman, who came to her unit to attempt to repair it.

Coleman testified that no one but him has access to that email account. Tse testified that he does not have access to that email account.

Coleman testified that he did not receive any money from Mr. Tse prior to purchasing the unit.

Hellman testified that she moved into unit C at 4410 Edgewood Avenue, in January of 2012 at an initial rent of \$1,550 a month.⁶ On January 28, 2016, she received a rent increase notice purporting to increase her rent from \$1,660.30 to \$2,760.67, effective April 2, 2016.⁷ She received the rent increase notice because it was posted on her door. She possibly also got it in the mail but she does not remember.

Tse testified that his intent in selling the units was to be able to pay off his mortgage, which was an adjustable mortgage with rates that were increasing. After he sold the two units to Coleman and Yahaghi, he was able to pay off his mortgage. He provided proof that he paid off his mortgage.⁸

Tse further testified that he and Mr. Coleman did not decide together regarding a rent increase on the units they owned. After Coleman raised the rent on Unit B, Tse decided to raise the rent on Unit C to the same amount. Tse does not direct Coleman in the management of the property. Tse did not serve Coleman's rent increase notices or other documents. In one instance when Ullman's faucet was leaking, Tse tried to take care of the problem for Coleman because he was there doing work on the property.

Tse testified on cross examination that he had never spoken with Coleman and Yahaghi about selling the entire building together and that he has not decided whether or not he

⁶ Exhibit 6

⁷ Exhibit 7

⁸ Exhibit 10

will sell the one unit he continues to own. Tse did not pay off the tenants in Unit A to leave the property. Tse testified that the reason he sold the units to Coleman and Yahaghi rather than on the open market is because he wanted to sell to them. Tse further testified on cross examination that he had informed Coleman and Yahaghi that there had been claims before the RAP regarding the owner's right to increase the rent.

Ullman contended that because Tse sold the property to two of his close friends and not on the open market, there was evidence of some ulterior motive between the three now current owners to later sell the property after the tenants are priced out of the units (and the units are then vacant) all together for more money. She additionally contended that since the owners are all friends, that Tse retains some control over what happens in the building.

Ullman had offered into evidence a *Redfin* estimate regarding the value of the property. It was not admitted into evidence.⁹

Ullman additionally tried to argue that the units in question were not originally converted into condominiums through legal process. Her questions to Mr. Tse about this were limited by the Hearing Officer. (See below.)

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Does the Rent Adjustment Program have jurisdiction over whether the condominiums were legally subdivided?

The tenants sought to argue that the units in question were not ever legally subdivided. The RAP does not have jurisdiction over whether or not the units in question were legally subdivided. At the time the tenants' petitions were filed, each of the units in question had individual Assessor Parcel Numbers (APN). Therefore, they were de facto condominiums (units that could be sold separately.) Whether or not the condominium status was improperly granted is not a determination that can be made by the RAP.

Therefore, the tenant's questions to the owner about the original condominium conversion process was limited in scope.

Was Unit B Sold To a Bona Fide Purchaser for Value?

The evidence in this case established that Christopher Tse purchased the entire 3 unit apartment building located at 4410 Edgewood Avenue in 2004. In 2007, he began a process to subdivide the units into condominiums. At some point in 2007 or 2008, that process was approved and Tse was given three Assessor Parcel Numbers for the three separate units, when in the past there was only one APN.

⁹ This document was not admitted into evidence because there was no substantiation as to how *Redfin* determined the purported value of the unit in question. Additionally, the document (which was 9 pages) contained numerous comments regarding other properties in a section entitled "*What It Takes To Win An Offer Near 94602*")

In December of 2015, Tse sold Unit B to James Coleman. Coleman was a longtime friend of Tse's. He purchased the property for \$454,000. Twenty thousand dollars was paid by down payment, and Coleman financed the rest of the purchase price. There is no evidence that Tse paid any money to Coleman to purchase the property, or that Tse continues to control the unit in any substantive way. Since Coleman and Tse remain friends, the fact that Tse acted on Coleman's behalf to attempt a repair of a broken faucet does not change the basic facts.

Additionally, Ullman's contentions that there is something wrong with the purchase because Tse sold both of the units he sold to longtime friends is pure speculation. There is no evidence of a conspiracy. Tse has the right to sell in a private sale, or to sell the units on the open market. He chose to sell in a private sale to someone he knows. There is no evidence that had he sold on the open market he would have gotten more money for the units, and as such, the private sale is somehow suspect.

The case cited by Ullman, *Melendrez v. D and I Investments, Inc.*, 127 Cal.App.4th 1238, does not require a different result. In that case the court upheld a sale where a borrower claimed that a trustee sale of property to a new buyer was invalid because the buyer should have known of the borrower's continued assertion of a right to the property under a repayment agreement. The court held that in order to be a "bona fide purchaser" the buyer had to "purchase the property in good faith *for value*, and (2) have no knowledge or notice of the asserted rights of another." Id at 1251. With respect to the question of the rights asserted by another, the court discussed that the buyer should not have "knowledge or notice of a competing claim."

However, in this case, the mere fact that the tenants had previously filed claims against the owner in this forum, does not mean that the tenants had any potential rights or claims as owners of the property. The *Melendrez* case involved a prior owner of the property, not a tenant. The mere fact that Coleman knew that the tenants had brought previous claims against the owner in this forum does not mean that he was not a bona fide purchaser.

There is simply no evidence that the prior owner did anything out of the ordinary. Ullman's claims are conjecture. Coleman sought to sell his property. He sold two of the three units to people he knew. There is no law against this. Coleman was a bona fide purchaser for value.

Is Unit B Exempt From the Rent Adjustment Program?

The Oakland Rent Adjustment Ordinance (Ordinance) exempts single family residences and condominiums if they are exempt pursuant to the Costa-Hawkins Rental Housing Act, California Civil Code §1954.52.¹⁰ California Civil Code Section 1954.52(a)(3) [Costa-Hawkins] provides that a dwelling or unit which is separately alienable from any other dwelling or unit is exempt from local rent control after the units are subdivided and then "sold separately by the subdivider to a bona fide purchaser for value."¹¹

¹⁰ O.M.C. § 8.22.030(A)(7)

¹¹ Civil Code Section 1954.52(a)(3)(B)(ii)

In this case, the units were subdivided by Christopher Tse. After the subdivision, Tse sold Unit B to a bona fide purchaser for value. Therefore, Unit B is exempt from the Rent Adjustment Program.

Is Unit C Exempt From the Rent Adjustment Program?

The Costa-Hawkins Rental Housing Act holds that the original subdivider of a property is not exempt from rent control unless:

“all the dwellings or units except one have been sold separately by the subdivider to bona fide purchasers for value, and the subdivider has occupied **that remaining** unsold condominium dwelling or unit as his or her principal residence for at least one year after the subdivision occurred.” (Emphasis added.) Civil Code § 1954.52(a)(3)(B)(ii).

The evidence established that Christopher Tse lived in Unit B on the subject property from 2009-2012. However, he did not live there after the other two units were sold to Coleman and Yahagi.

Tse argued that it did not matter when he lived in the unit, as long as he lived there for at least one year after the subdivision occurred. Ullman argued that Tse had to live in the unit after the subdivision occurred for Tse to have the right to be exempt from rent control.

Ullman is correct. It is a maxim of statutory construction that “Courts should give meaning to every word of a statute if possible, and should avoid a construction making any word surplusage.” (*Arnett v. Dal Cielo* (1996) 14 Cal.4th 4, 22) Under general rules of statutory interpretation, an interpretation which has the effect of making statutory language null and void is to be avoided. (*People v. Woodhead* (1987) 43 Cal.3d 1002, 1010; *Prager v. Isreal* (1940) 15 Cal.2d 89, 93).

The key phrase to be analyzed in this subsection of the statute is the words “**that remaining**”. Tse’s unit does not become “that remaining” unit until after the other two units are sold. In order for Tse’s unit to be exempt from rent control he must have lived in the unit after he sold the other two units. He did not. Therefore, Unit C is not exempt from rent control.

As to Unit C, is there any justification for the rent increase?

Tenant Hellman contested a rent increase she received purporting to increase her rent from \$1,660.30 to \$2,800, effective April 2, 2016. In the Owner’s Response, his only justification for the rent increase was his argument that the unit is exempt from the RAP.

As noted above, the unit is not exempt from the RAP. Without any other justification, the rent increase is invalid.

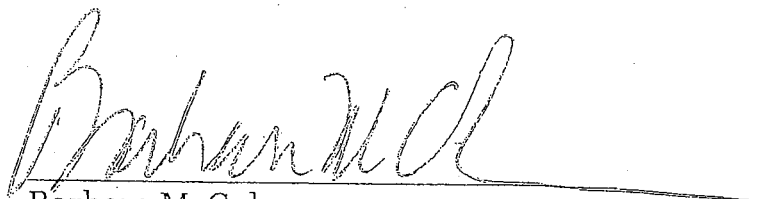
Additionally, the RAP allows only one rent increase in any 12 month period. O.M.C. § 8.22.070(A). Official Notice is taken of case T15-0390. In that case the Hearing Officer upheld a rent increase to Ms. Hellman's unit effective August 1, 2015. No rent increase can be given to this tenant at any time before August 1, 2016. This is another reason why the rent increase is invalid.

For these reasons, tenant Hellman's rent remains \$1,660.36.

ORDER

1. The petition of Tenant Ullman (T16-0073) is denied. The petition of Tenant Hellman (T16-0074) is granted.
2. Unit B is exempt from the Rent Adjustment Program. A Certificate of Exemption for the subject unit will be issued upon this Decision becoming final.
3. Unit C is not exempt from the Rent Adjustment Program.
4. The rent for Unit C remains \$1,660.36 a month.
5. The owner is not entitled to a rent increase on Unit C until August 1, 2016.
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) 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 23, 2016



Barbara M. Cohen
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE

Case Number T16-0073

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

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

Owner

James Coleman
490 Lakepark Ave #16091
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 **July 1, 2016** in Oakland, California.



Esther K. Rush
Oakland Rent Adjustment Program

000022

PROOF OF SERVICE

Case Number T16-0073 and T16-0074

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

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

James Coleman
490 Lakepark Ave #16091
Oakland, CA 94610

James Coleman
360 Grand Ave #80
Oakland, CA 94610

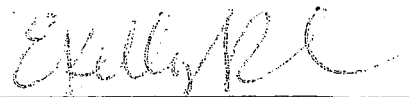
Sarah Hellman
4410 Edgewood Ave #C
Oakland, CA 94602

Christopher Tse
296 Parkview Ter
Oakland, CA 94610

Brianne Ullman
4410 Edgewood Ave #B
Oakland, CA 94602

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **June 24, 2016** in Oakland, California.



Esther K. Rush
Oakland Rent Adjustment Program

000023

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.

2016 MAR -3 PM 1:45

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 - 160073

OWNER RESPONSE

Please print legibly.

Your Name <i>James Coleman</i>	Complete Address (with zip code) <i>490 Lake Park Ave #1609 Oakland, 94610</i>	Phone: <i>(510) 463-1411</i> Email: <i>jcoleman4910@gmail.com</i>
Your Representative's Name (if any)	Complete Address (with zip code)	Phone: _____ Fax: _____ Email: _____
Tenant(s) name(s) <i>Bree Ullman</i>	Complete Address (with zip code) <i>4410 Edgewood Ave #B Oakland, Ca 94602</i>	

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

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

There are 3 residential units in the subject building. I acquired the building on 12/02/15

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

I. RENTAL HISTORY

The tenant moved into the rental unit on 04/01/2010.

The tenant's initial rent including all services provided was \$ 1500 / 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? _____

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.**

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

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

Tile 0073 RC/BC

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

For date stamp.
 2015 FEB -3 PM 4:28

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 Brienne Ullman	Rental Address (with zip code) 4410 Edgewood Ave Apt. B	Telephone (425) 318-0708
Your Representative's Name Sarah Hellman	Mailing Address (with zip code) " Apt C	Telephone (916) 261-7961
Property Owner(s) name(s) James Coleman Christopher Tse	Mailing Address (with zip code) 360 Grand Ave #80 Oakland, CA 94610 296 Parkview Terrace Oakland, CA 94610	Telephone (510) 463-1411

Number of units on the property: 3

Type of unit you rent (circle one)	House	Condominium	Apartment, Room, or Live-Work
Are you current on your rent? (circle one)	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. **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"/>	(f) The housing services I am being provided have decreased. (Complete Section III on following page)
<input type="checkbox"/>	(g) 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 checked="" type="checkbox"/>	(h) The contested increase is the second rent increase in a 12-month period.
<input type="checkbox"/>	(i) The notice of rent increase based upon capital improvement costs does not contain the "enhanced notice" requirements of the Rent Adjustment Ordinance or the notice was not filed with the Rent Adjustment Program (effective August 1, 2014).
<input type="checkbox"/>	(j) My rent has not been reduced after the expiration period of the rent increase based on capital improvements.
<input checked="" type="checkbox"/>	(k) 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).

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

Date you moved into the Unit: April 1, 2010 Initial Rent: \$ 1,500.00 /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: Probably w/ lease If never provided, enter "Never."

Definitely on 6/1/13

• 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		
12/10/15	2/08/15	\$1601.11	\$2800.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
6/30/15	8/1/15	\$1545.00	\$1682.77	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
6/1/13	8/1/2013	\$1500.00	\$1545.00	<input type="checkbox"/> Yes <input checked="" 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

* 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.

L15-022 / T15-0389

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.

[Handwritten Signature]
Tenant's Signature

1/31/16
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): _____

Notice of Change of Terms of Tenancy

Date: December 2, 2015

Received Dec 2, 2015

To: Brianne Ullman

Tenant in possession of the premises at
4410 Edgewood Ave., #B
City of Oakland, County of Alameda, California

The terms of tenancy under which you occupy these premises are changed as follows:

As of December 2nd, 2015, James Coleman is the new owner / landlord.

You are hereby authorized and directed to make all future rent payments, beginning with the payment falling due on **January 01, 2016** to the New Owner at the following address.

360 Grand Ave., #80, Oakland, Ca 94610
ph: 510.463.1411

Please note that payments postmarked past the due date will be subject to all penalties as specified on the lease agreement. Additionally, new owner is aware that rent maybe adjusted per Rent Adjustment Program's decision on case # T15-0389

The change in terms of tenancy shall be effective immediately.


James Coleman - Landlord / Owner

12/2/2015
Date

subject property

000030

CHRONOLOGICAL CASE REPORT
Consolidated Cases

Case No.: T16-0168 & T16-0192
Case Name: Wong v. Romer
Property Address: 3240 Park Blvd, Oakland, CA
Parties: Selina Wong (Tenant)
Mark Romer (Owner)

PROPERTY OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Petitions filed	March 30, 2016
Owner Responses filed	May 11, 2016
Hearing Decision issued	September 12, 2016
Owner Appeal filed	September 28, 2016

Note: The Owner lists 25 pages attached to the appeal; however, page 22 was not included in the attachment or the pages were mis-numbered.

000031

City of Oakland Residential Rent Adjustment Program 250 Frank Ogawa Plaza, Suite 5313 Oakland, California 94612 (510) 238-3721		2010 SEP 28 AM 10:22 APPEAL OF HEARING DECISION 9/12/16
Appellant's Name NORTH MAIN ST. PROPERTIES LLC		Landlord <input checked="" type="checkbox"/> Tenant <input type="checkbox"/>
Property Address (Include Unit Number) 3240 PARK BLVD.		
Appellant's Mailing Address (For receipt of notices) PO Box 20545 OAKLAND CA 94620		Case Number T16-0168, T16-0192 Date of Decision appealed 9/27
Name of Representative (if any) MARK ROEMER		Representative's Mailing Address (For notices) N/A

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

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

7. Other. You must attach a detailed explanation of your grounds for appeal. Submissions to the Board are limited to 25 pages from each party. Number of pages attached 25. 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 9/27, 2016, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<u>Name</u>	SELIWA WONG
<u>Address</u>	3240 PARK BLVD.
<u>City, State Zip</u>	OAKLAND CA 94610
<u>Name</u>	
<u>Address</u>	
<u>City, State Zip</u>	

<p style="font-size: 1.2em; margin: 0;"><i>Max Row, North Manor Properties LLC</i></p>	<p style="font-size: 1.2em; margin: 0;">9-27-16</p>
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.

1

GROUNDS FOR APPEAL

- 1) The decision is inconsistent with OMC Chapter 8.22.
 - A. Selina Wong states that she received a rental increase on 8/1/05, eleven years ago to \$750. She has never offered any agreement documenting that increase. She has paid that rate for 11 years without contesting that increase (if there was one)
 - B. This owner accepted Selina Wong's contention without requested proof that her rent was \$750 after this owner bought the property in November 2014, despite multiple requests for proof.
 - C. The first increase letter, that Selina Wong was given by this owner was on March 29, 2015 with the appropriate copy of the City of Oakland "Notice to Tenants of the Residential Rent Adjustment Program" attached. The rent was raised using the allowable rent banking calculation by (1.9% per year X 3 years) or a one time increase to \$792.75
 - D. Selina Wong paid the new amount for one year without any appeal. Selina Wong also never appealed any increase to the \$750 by the prior owner for eleven years.

- 2) The decision raises a new policy.
 - A. This owner bought the property in November 2014. This owner wrote to Selina Wong introductory letters and other letters multiple times in English. Selina Wong did write back a letter IN ENGLISH on January 17, 2015 and this owner did have a dialog with a representative of Selina Wong and part of that conversation was about that Selina Wong would express herself in English. This owner was never informed by Selina Wong that she needed to provide a translator, write letters in Cantonese. The presumption made was that other leases at the property were in English, the letters written to her were comprehended because she acted, Selina Wong authored a letter in English was that Selina Wong understood and could be conveyed to in English.
 - B. Where does the Rent Board require a new owner to seek out and confirm the dialect of an existing renter? I tried to communicate and believe that Selina Wong, a friend, a neighbor or legal aid (which she contacted) should have reached back and talked about any language barrier.

- 2
- 3) The decision is not supported by substantial evidence.
 - A. Selina Wong has not provided an accurate chronology of the events, thus substantial evidence was left out and not heard by the Rent Board. See detailed "HISTORY" which this owner can present by the limit of 25 pages, cited in #7 of the appeal form. This owner is prepared to furnish all of the items on the "History" if asked and asks that a new hearing be scheduled so that additional testimony and documents be produced.
 - 4) A. This owner did respond to Selina Wong regarding T-160168, T16-0192 and to the City of Oakland in writing withdrawing the proposed increase based on capital improvements, March 29, 2015. This owner contacted the City Rent Board and confirmed my rescission on letter was in the file. As confirmed by the August 3, 2016 City of Oakland inspection, the claims for decreased housing were denied and in fact, fantasized by the tenant. (She was operating a wrong switch for the heater). I can provide an affidavit from my manager that the heater was surrounded and stacked with flammable papers and personal property. When cleared, the heater was turned on to demonstrate working condition. Clearly, Selina Wong had never used this heater and was shot gunning the appeal process and presenting bogus allegations about habitability.
 - B. Because of prior precedence with the City of Oakland, when the increase was withdrawn, I believed that the hearing was canceled. Certainly the City of Oakland should have a reminder or confirmation process or a response letter that tells an owner that the written rescission of an increase letter is not enough. Had I known or be advised by the City, I would have been at the July 27, 2016 hearing.
 - 5) Because of communication with the City, I was not allowed to testify or have my property manager there to provide testimony think the meeting had been cancelled since there was no proposed increase.
 - 6) This can be supported by the common sense approach that an owner can not pay a mortgage, water, insurance and other expenses if rents were \$131 per month for all units. I have accepted, Selina Wongs rent was never adjusted for 11 years and kindly am only asking for allowable increases forward.
 - 7) have provided in addition to this appeal, a history of my involvement with Selina Wong. I would ask that the matter be rescheduled for a new hearing at a minimum. In any case the hearing decision is penal in nature as a new owner. Selina Wong paid the \$750 from 2005 for eleven years and had all opportunity to come forward and request Chinese language assistance.

Selina Wong was provided a Notice of Rent Board on March 29, 2015. See letter and notice attachment and she did pay this increase without appeal for one year plus. This owners response was timely and believed that the two case of T16-0168 and T16-0192 had been merged.

Selina Wong was offered on multiple situations the opportunity to set forth that her language was not English. She responded by writing a letter in English as early as 1/17/15 . Events from 10 years or more with a prior owner are being brought into question without proof or substantiation. This owner reached out to Selina Wong on multiple occasions without reply. And now the rent is lowered to \$131.63 per month?

The current rent raised May 1, 2015 was lawful and included notice to \$792.75.

HISTORY OF EVENTS

- 1) This owner, North Main St. Properties, LLC, purchased the subject property through a trustee sale, recorded on November 10, 2014. See attached trustees deed upon sale, Exhibit A
- 2) This owner hand delivered under the front door and mailed to each occupant of the building, including Selina Wong at 3240 Park Blvd. a reach out letter, dated November 10, 2014, Exhibit B. As a new owner of a trustee sale, I was not furnished nor did I have any knowledge of rental history or language preference of any Unit.
- 3) Other residents of the property of the property responded with their lease agreements, see attached lease provided by other occupant of 3234 Park Blvd., indicating a lease starting date back in 2005, In writing and in English, Exhibit C. All other residents contacted me except Selina Wong. Checks for rent \$750 were tendered by Selina Wong without content.
- 4) Without any explanation by Selina Wong an unsigned lease at \$1200 was sent to Selina Wong, Exhibit D. This was not an increase notification.
- 5) Selina Wong did contact me, see letter of 1/17/15. The letter was in English, See attached, Exhibit E.
- 6) On or about 1/22/15, I did receive a copy of tenants petition, TI5-0061. Please note that in her petition she states that her rent was last raised to \$750 in July, 2005. These are stated facts which have never been proved or offered up to this owner. However she does affirm no increase in rent from \$750 in 2005 to January 2015, ten plus years. Exhibit F. She does not contest the increase from the prior owner because of RAP.
- 7) On 2/13/15, a new letter was placed under Selina Wong front door, again asking for access and affirming to her that North Main had never given her an increase. Exhibit G.
- 8) On 2/27/15, see owners response to T1500061 to the City Oakland, affirming to the City that there was no increase, Exhibit H and this was mailed to Selina Wong.
- 9) On 3/3/15, I have notes in the file that Mr. Rafeel Hyatt (sp?) of Pacific Outreach 510-251-2846 , claiming to be Selina Wong representative called me. We talked about there being no increase, that Selina Wong insisted that she had paid rent of \$750 and I did repeat my request that Selina Wong provide me or my manager a key and that we would provide 24 hour notice to enter to perform repairs. He did confirm this was lawful and necessary. Selina Wong never provided a key. Her representative also at this time confirmed to me that she would converse to us in English.
- 10) On 3/29/15, Selina Wong was sent a notice of increase with rent banking of 1.9% (the allowable increase at that time) times 3 years or an increase of 5.7% above what her representative asserted had been her rent for ten plus years. I did attach the City of

5

- Oakland, Notice to Tenants of Residential Rent Adjustment Program in effect. This was the English version. I had never been advised by Selina Wong or her representative otherwise not had Selina Wong furnished any request to me. Exhibit I, I-2
- 11) On 5/5/15, Selina Wong withdrew her petition and the City of Oakland sent me a request to dismiss petition, 5/5/15, See Exhibit J
 - 12) See attached Customer detail, showing Selina Wong paid \$792.75 for the next twelve months with consent. See Exhibit K
 - 13) On May 2, 2016 another letter to Selina Wong confirming that English was the language to be communicated and that we needed a key for entry. Also regarding T116-0168, T-160192, Exhibit L
 - 14) On March 27, 2016, Selina Wong was sent an increase letter for the annual increase, a capital item pass thru and also was sent the notice of the rent board. Exhibit M
 - 15) On March 31, 2016. The Rent Board sent a petition from the tenant and on April 29, a new letter was sent out by the City to consolidate cases of T-16-0168 and T-16-0192. Exhibit N
 - 16) North Main St. Properties rescinded the increase because the capital improvement section was not properly crafted and there was a moratorium being discussed/implemented. This letter was forwarded to the rent board. The rent board in the latest letters affirms receipt. North Main St. Properties relied on the rescission letter to the Tenant and with copy to the City and believed that the scheduled hearing of 7/7/16 And 7/27/16 was cancelled as there was no increase pending. Exhibit O, O-1
 - 17) There was no communication from the City of Oakland until mid-day by voice mail only that the City was conducting an inspection of 3240 Park Blvd. My manager, Vidal Alvarado was present. He did affirm at the recorded meeting that he Selina Wong had NEVER furnished key to conduct repairs as necessary. Further it was documented with pictures and dialog that Selina Wong did not know how to turn on the heater, see part of decision 9/12/16 and that the back door changing locations by less than 6 feet were not a decline in housing costs. The heater was used as a storage and podium for personal property. The policy of giving an owner, 4 hour notice by phone call for an inspection after a hearing thought canceled should be reviewed.

The City has issued the hearing decision, dated September 12, 2017, ~~Exhibit P~~

The correct monthly rent should be \$792.75 as raised legally May 1, 2015 with proper notice attached.

000038

ax
1/10

PLEASE RUSH NEW
PRELIMINARY TITLE REPORT



014271355 11/10/2014 12:44 PM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 21.00
COUNTY TAX: 683.65
CITY TAX: 9322.50

RECORDING REQUESTED BY

And when recorded mail to

NORTH MAIN PROPERTIES, LLC
PO BOX 20545
OAKLAND CA 94620



3 PGS

A

Space above this line for recorder's use

TRUSTEE'S DEED UPON SALE



THE GRANTEE IS NOT THE FORECLOSING BENEFICIARY AND THIS IS A
FIRST DEED OF TRUST

The undersigned declares under penalty of perjury that the following declaration is true and correct:

- 1) The Grantee herein was not the foreclosing Beneficiary.
- 2) The amount of the unpaid debt together with costs was ----- \$756,719.36
- 3) The amount paid by the Grantee at the Trustee's Sale was ----- \$621,323.57
- 4) The documentary transfer tax is ----- \$683.46 65
- 5) The city transfer tax is ----- \$9322.50
- 6) The monument preservation tax is ----- \$.00
- 7) Said property is in Oakland, County of Alameda

TRA#: 17-001

T.D. SERVICE COMPANY

Dated: 10/31/14

By [Signature]
Marlene Cleghorn, Trustee's Sale Officer

T.S. No: A544291 CA Unit Code: A Loan No: 31029/YUEN/FONG

AP #1: 023-0395-001-00

Property Address: 3232 - 3242 PARK BOULEVARD, OAKLAND, CA 94610

EAST-WEST INVESTMENT, INC.
(herein called Trustee)

does hereby GRANT AND CONVEY, without any covenant or warranty, express or implied to

NORTH MAIN STREET PROPERTIES, LLC

(herein called Grantee), such interest as Trustee has in that certain property described as follows:

BEGINNING AT THE INTERSECTION OF THE SOUTHERN LINE OF PARK BOULEVARD WITH THE
LINE DIVIDING LOTS 12 AND 13 AS SAID PARK BOULEVARD AND SAID LOTS ARE SHOWN ON
THE MAP HEREIN REFERRED TO; RUNNING THENCE SOUTH 8 DEGREES 48' EAST, ALONG SAID
DIVIDING LINE 53.675 FEET; THENCE EASTERLY, PARALLEL WITH SAID LINE OF PARK
BOULEVARD TO THE WESTERN LINE OF EAST 33RD STREET, FORMERLY LAKE VIEW AVENUE,
AS SAID AVENUE IS SHOWN ON SAID MAP; THENCE NORTHERLY ALONG SAID LINE OF EAST

MAIL TAX STATEMENTS TO ADDRESS SHOWN ABOVE

000039

November 10, 2014

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Dear Residents of 3242 Park Blvd. Oakland, Ca

Please be advised that 3242/3242 Park Blvd. Oakland was sold to North Main Street Properties, LLC on October 31, 2014. At this time, we asking you to please contact North Main St.

Properties and furnish:

- 1) A copy of your occupancy agreement
- 2) Contact information. We need your name and phone number and Unit #.
- 3) All monies owing should be paid to the PO Box below.

We are planning on re-keying the front and side entry gate and will need to provide each of you with a replacement key. We need to be able to give you the new key.

Mark Romer

North Main St. Properties LLC

PO Box 20545

Oakland, Ca 94620

510 653-6494 office

000040

8

3d C



CALIFORNIA ASSOCIATION OF REALTORS®

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT

6yr.

EDWIN YUEN ("Landlord") and WEI SHUN TAN, RU XIN WU, RUN PENG TAN & SHI PENG TAN ("Tenant") agree as follows:

1. PROPERTY:

A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 3234 PARK BLVD., OAKLAND, CA 94610 ("Premises").

2. TERM: The term begins on (date) 9/1/05 ("Commencement Date"), (Check A or B):

- Month-to-month: and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at least 30 days prior to the intended termination date, subject to any applicable local laws. Such notice may be given on any date.
Lease: and shall terminate on (date) 8/31/05 at 11:57 AM/PM. Any holding over after the term of this Agreement expires, with Landlord's consent, shall create a month-to-month tenancy which either party may terminate as specified in paragraph 2A. Rent shall be at a rate equal to the rent for the immediately preceding month, unless otherwise notified by Landlord, payable in advance. All other terms and conditions of this Agreement shall remain in full force and effect.

3. RENT:

- Tenant agrees to pay rent at the rate of \$ 800- per month for the term of the Agreement.
Rent is payable in advance on the 1st (or) day of each calendar month, and is delinquent on the next day.
If Commencement Date falls on any day other than the first day of the month, rent shall be prorated based on a 30-day period. If Tenant has paid one full month's rent in advance of Commencement Date, rent for the second calendar month shall be prorated based on a 30-day period.
PAYMENT: The rent shall be paid to (name) EDWIN YUEN, at (address) 70 SF, or at any other location specified by Landlord in writing to Tenant.

4. SECURITY DEPOSIT:

- Tenant agrees to pay \$ 800- as a security deposit. Security deposit will be given to the Owner of the Premises; or held in Owner's Broker's trust account.
All or any portion of the security deposit may be used, as reasonably necessary, to: (1) cure Tenant's default in payment of rent, Late Charges, non-sufficient funds ("NSF") fees, or other sums due; (2) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (3) clean Premises, if necessary, upon termination of tenancy; and (4) replace or return personal property or appurtenances. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT. If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within five days after written notice is delivered to Tenant. Within three weeks after Tenant vacates the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition; and (2) return any remaining portion of security deposit to Tenant.
No interest will be paid on security deposit unless required by local ordinance.
If security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If security deposit is held in Owner's Broker's trust account, and Broker's authority is terminated before expiration of this Agreement, and security deposits are released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for security deposit.

5. MOVE-IN COSTS RECEIVED/DUE:

Table with 5 columns: Category, Total Due, Payment Received, Balance Due, Date Due. Rows include Rent from 9/1/05 to 9/30/05, Security Deposit, and Total.

*The maximum amount that Landlord may receive as security deposit, however designated, cannot exceed two month's rent for an unfurnished Premises, or three month's rent for a furnished premises.

6. PARKING: (Check A or B)

- A. Parking is permitted as follows: The right to parking is, is not, included in the rent charged pursuant to paragraph 3. If not included in the rent, the parking rental fee shall be an additional \$ per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises.
OR B. Parking is not permitted on the Premises.

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REVISION DATE 10/2000 Print Date BDC May 01 LR-11 (PAGE 1 OF 4)

Landlord and Tenant acknowledge receipt of copy of this page.

Landlord's Initials (W) X Tenant's Initials (W.S.T) (R) (W) (R) (S)



Reviewed by Broker or Designee Date

LANDLORD'S COPY

000041

es: 3234 PARK BLVD., OAKLAND, CA

Date: 8/17/05

DATA BASE DISCLOSURE: NOTICE: The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more, and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The data base is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

38. OTHER TERMS AND CONDITIONS/SUPPLEMENTS:

The following ATTACHED supplements are incorporated in this Agreement:

39. ATTORNEY FEES: In any action or proceeding arising out of this Agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs.

40. ENTIRE CONTRACT: Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this Agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this Agreement. Any provision of this Agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this Agreement.

41. AGENCY:

A. Confirmation: The following agency relationship(s) are hereby confirmed for this transaction:

Listing Agent: (Print firm name) _____ is the agent of
(check one): the Landlord exclusively; or both the Landlord and Tenant.

Leasing Agent: (Print firm name) _____ (if not same as Listing Agent) is the agent of
(check one): the Tenant exclusively; or the Landlord exclusively; or both the Tenant and Landlord.

B. Disclosure: (if checked): The term of this lease exceeds one year. A disclosure regarding real estate agency relationships (such as C.A.R. form AD-11), has been provided to Landlord and Tenant, who each acknowledge its receipt.

42. INTERPRETER/TRANSLATOR: The terms of this Agreement have been interpreted/translated for Tenant into the following language:

_____, interpretation/translation service has been provided by (print name) _____, who has the following Driver's License or other identification number: _____

Tenant has been advised to rely on, and has in fact solely relied on the interpretation/translation services of the above-named individual, and not on the Landlord or other person involved in negotiating the Agreement. If the Agreement has been negotiated primarily in Spanish, Tenant has been provided a Spanish language translation of this Agreement pursuant to the California Civil Code. (C.A.R. form LR-14-S fulfills this requirement.)

Signature of interpreter/translator _____

Date _____

Landlord and Tenant acknowledge and agree that Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds their knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this Agreement, Brokers; (e) do not decide what rental rate a Tenant should pay or Landlord should accept; and (f) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

Tenant Tan _____ x Rudain _____ Date 8-17-05

Tenant Rosa _____ x Shi _____ Date 8-17-05

Landlord _____ Date 8/17/05
(Owner or Agent with authority to enter into this lease)

Landlord _____ Date _____
(Owner or Agent with authority to enter into this lease)

Agency relationships are confirmed as above. Real estate brokers who are not also Landlord in this Agreement are not a party to the Agreement between Landlord and Tenant.

Real Estate Broker _____ By _____ Date _____
(Leasing Firm Name)

Address _____ Telephone _____ Fax _____

Real Estate Broker _____ By _____ Date _____
(Listing Firm Name)

Address _____ Telephone _____ Fax _____

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

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REAL ESTATE BUSINESS SERVICES, INC.
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525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____
Broker or Designee _____ Date _____



REVISION DATE 10/2000
LR-11 (PAGE 4 OF 4)

LANDLORD'S COPY

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR-11 PAGE 4 OF 4)

000042

RESIDENTIAL LEASE-RENTAL AGREEMENT & DEPOSIT RECEIPT

RECEIVED FROM SELVA Wong, hereinafter referred to as Tenant, the sum of \$ 1200 evidenced by CHECK/CASH as a deposit which, upon acceptance of this agreement, the Owner of the premises, hereinafter referred to as Owner shall apply as follows:

Deposit Received Balance Owed Prior to Occupancy

Rent from the period from 1/1/15 to 1/31/15 \$ 1200

Security deposit (not applicable toward last month's rent) \$ From Prior Agreement

Other \$

Total \$

In the event that this agreement is not accepted by the Owner or his authorized agent within days, the total deposit received shall be refunded. Tenant hereby offers to rent from the Owner the premises situated in the City of OAKLAND, County of ALameda, State of California, described as 3240 PARK BLVD

consisting of 1 BR Apt upon the following TERMS and CONDITIONS:

TERM: The term hereof shall commence on JANUARY 1 2015, and continue (check one of the two): until Dec 31 2015

on a month to month basis, until either shall terminate the same by giving the other party a day written notice.

RENT: Rent shall be \$ 1200 per month, payable in advance upon the 1st day of each calendar month to Owner or his authorized agent at the following address NORTH MAIN PROPERTIES LLC P.O. 20545 OAKLAND, CA 94620. If rent is not paid within five (5) days after due date Tenant agrees to pay a late charge of \$ 50. Tenant agrees further to pay \$ 50 for each bounced check. Any unpaid balances remaining after termination of occupancy are subject to 1 1/2% interest per month or the maximum allowed by law.

MULTIPLE OCCUPANCY: It is expressly understood that this agreement is between the Owner and each signatory individually and severally. In the event of default by any one signatory each and every remaining signatory shall be responsible for timely payment of rent and all other provisions of this agreement.

UTILITIES: Tenant shall be responsible for the payment of all utilities and services, except WATER & GAS BAK which shall be paid by Owner.

USE: The premises shall be used exclusively as a residence for no more than 1 persons.

PETS: No pets shall be brought on the premises without the prior written consent of the Owner.

HOUSE RULES: In the event that the premises are a portion of a building containing more than one unit, Tenant agrees to abide by any and all house rules, whether promulgated before or after the execution hereof, including, but not limited to, rules with respect to noise, odors, disposal of refuse, pets, parking, and use of common areas. Tenant shall not have a waterbed on the premises without prior written consent of the Owner.

ORDINANCES AND STATUTES: Tenant shall comply with all statutes, ordinances and requirements of all municipal, state, and federal authorities now in force, or which may be in force, pertaining to use of premises.

SUBLETTING: Tenant shall not sublet any portion of the premises without prior written consent of the Owner.

MAINTENANCE, REPAIRS, ALTERATIONS: Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Tenant shall, at his own expense, and at all times, maintain the premises in a clean and sanitary manner including all equipment and appliances, therein and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. Tenant shall be responsible for damages caused by his negligence and that of his family or invitees and guests. This includes any blockage in the kitchen or bathroom drains, toilet blockage caused by tenant negligence. Any rekeying or changing of locks will be charged to the tenant at \$50.00 per lock; tenant is responsible for paying for all additional keys. Tenant shall not paint, paper, or otherwise redecorate or make alterations to the premises without the prior written consent of the Owner. The cost to restore the unit to the original condition including paint colors if changed shall be born by the tenant, excluding normal wear and tear. Tenant shall irrigate and maintain any surrounding grounds, including lawns and shrubbery, and keep the same clear of rubbish or weeds if such grounds are a part of the premises and are exclusively for the use of the Tenant. Tenant shall not commit litter upon said premises, or any nuisance or act which may disturb the quiet enjoyment of any tenant in the building. Garbage is to be separated into recyclables and trash, and placed in proper containers.

INVENTORY: Any furnishings and equipment to be furnished by Owner shall be set out in a special inventory. The inventory shall be signed by both Tenant and Owner concurrently with this Lease and shall be a part of this Lease.

DAMAGES TO PREMISES: If the premises are so damaged by fire or from any other cause as to render them untenable, then either party shall have the right to terminate this Lease as of the date on which such damage occurs, through written notice to the other party, to be given within fifteen (15) days after the occurrence of such damage; except that should such damage or destruction occur as the result of the abuse or negligence of Tenant, or its invitees, then Owner only shall have the right to termination. Should this right be exercised by either Owner or Tenant, then rent for the current month shall prorated between the parties as of the date the damage occurred and any prepaid rent and unused security deposit shall be refunded to Tenant. If this Lease is not terminated, then Owner shall promptly repair the premises and there shall be a proportionate deduction of rent until the premises are repaired and ready for Tenant's occupancy. The proportionate reduction shall be based on the extent to which the making of repairs interferes with Tenant's reasonable use of the premises.

ENTRY AND INSPECTION: Owner shall have the right to enter the premises: (a) in case of emergency, (b) to make necessary or agreed repairs, alterations, improvements, supply necessary or agreed services, exhibit the premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors; (c) when tenant has abandoned or surrendered the premises. Except under (a) and (c), entry may not be made other than during normal business hours, and without not less than 24 hours prior notice to Tenant.

INDEMNIFICATION: Owner shall not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the premises, or any part thereof, or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of Owner, his agents, or his employees. Tenant agrees to hold Owner harmless from any claims for damages no matter how caused, except for injury or damages for which Owner is legally responsible.

POSSESSION: If Owner is unable to deliver possession of the premises at the commencement hereof, Owner shall not be liable for any damage caused thereby, nor shall this agreement be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this agreement if possession is not delivered withindays of the commencement of the term hereof.

DEFAULT: If Tenant shall fail to pay rent when due, or perform any term hereof, after not less than three (3) days written notice of such default given in the manner required by law, the Owner, at his option, may terminate all rights of Tenant hereunder, unless Tenant, within said time, shall cure such default. If Tenant abandons or vacates the property while in default of the payment of rent, Owner may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law. In the event the Owner reasonably believes that such abandoned property has no value, it may be discarded. All property on the premises is hereby subject to a lien in favor of Owner for the payment of all sums due hereunder, to the maximum extent allowed by law.

In the event of a default by Tenant, Owner may elect to (a) continue the lease in effect and enforce all his rights and remedies hereunder, including the right to recover the rent as it becomes due, or (b) at any time, terminate all of Tenant's rights hereunder and recover from Tenant all damages he may incur by reason of the breach of the lease including the cost of recovering the premises and including the worth at the time of such termination or at the time of an award if suit be instituted to enforce this provision of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the Tenant proves could be reasonably avoided.

SECURITY: The security deposit set forth, if any, shall secure the performance of Tenant's obligations hereunder. Owner may, but shall not be obligated to, apply all of portions of said deposit on account of Tenant's obligations hereunder. Any balance remaining upon termination shall be returned to Tenant. Tenant shall not have the right to apply the security deposit in payment of the last month's rent.

DEPOSIT REFUNDS: The balance of all deposits shall be refunded within three (3) weeks from date possession is delivered to Owner or his agent, along with a statement showing any charges made against such deposits by Owner.

NOTICES: Any notice which either party may give or is required to give may be given by mailing the same to Tenant at the premises or to Owner at the address shown below or at such other places as may be designated by the parties from time to time.

OTHERS TERMS: _____

The undersigned Tenant hereby acknowledges receipt of a copy hereof. Dated.....12/26/14.....

..... Owner X Tenant/s

..... Tenant/s

12

1-17-15

E

Dear Mr. Romer:

The ceiling of my bathroom has been Leaking
Sometimes when the shower upstairs (3238 park Blvd)
is running. please repair the problem. Thank you.

Sincerely

Selina Wong

3240 park Blvd

Oakland CA 94610

510-261-7039

000045

17
T15-0061 MS1 OKB

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM Mail To: P. O. Box 70243 Oakland, California 94612-0243 (510) 238-3721	For date stamp. <p style="text-align: center;">2015 JAN 20 AM 11:09</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 <i>Selina Wong</i>	Rental Address (with zip code) <i>3240 Park Blvd Oakland CA 94610</i>	Telephone <i>510-261-7039</i>
Your Representative's Name	Mailing Address (with zip code)	Telephone
Property Owner(s) name(s) <i>North Main Street Properties LLC</i>	Mailing Address (with zip code) <i>P O Box 20545 Oakland CA 94620</i>	Telephone <i>510-653-6494</i>

Number of units on the property: 6

Type of unit you rent (circle one)	House	Condominium	<u>Apartment, Room, or Live-Work</u>
Are you current on your rent? (circle one)	<u>Yes</u>	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. **I (We) contest one or more rent increases on one or more of the following grounds:**

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

14
February 13, 2015


98

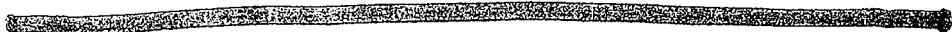
Selina Wong

3240 Park Blvd.

Oakland, Ca 94610

Please be advised that we have made multiple efforts to respond to your call about an upstairs leak. Please have some one who can speak to us in English call us to make a time to meet with you and inspect your plumbing problem. I am formally requesting of you a working key to your unit so that we can access your apartment in the event of an emergency or to perform necessary repairs with the required 24 hour notice to enter.

 I am notifying the City of Oakland Rent Board that North Main St. Properties has never given you a notice of rental increase and a request to cancel the notice of hearing on May 27, 2014. Kindly withdraws your petition as there is no increase at this time.


Sincerely,

Mark Roemer

North Main St. Properties, LLC

PO Box 20545

Oakland, Ca 94620

000047

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. H
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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 - 1500061

OWNER RESPONSE

Please print legibly.

Your Name NORTH MAN ST PROPERTIES LLC	Complete Address (with zip code) PO 20545 OAKLAND CA 94620	Phone: 510 653-6494 Email: _____
Your Representative's Name (if any) SEE ATTACHED LETTER TO 2/27 RESPONSE. NO INCREASE	Complete Address (with zip code)	Fax: _____ Email: _____
Tenant(s) name(s) Wong	Complete Address (with zip code) 3240 PARK BLVD OAKLAND CA	PLEASE CANCEL THE HEARING

Have you paid for your Oakland Business License? Yes No Number _____

(Provide proof of payment.)

Have you paid the Rent Adjustment Program Service Fee? (\$30 per unit) Yes No

(Provide proof of payment.)

There are 4 residential units in the subject building. I acquired the building on NOV 2015

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

I. RENTAL HISTORY

The tenant moved into the rental unit on UNK.

The tenant's initial rent including all services provided was \$ UNK / 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? _____

Is the tenant current on the rent? Yes No UNKNOWN

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



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.

Baun Thoang Baun quyean löii cuua ngöðöi thueä trong Oakland naøy cuöng cou baeng tieang Vieät. Neä cou möät baun sao, xin goii (510) 238-3721.

17

I-1

March 29, 2015

March 29, 2015

Selina Wong

3240 Park Blvd.

Oakland, Ca 94610

Dear Ms. Wong:

Please allow this letter to serve as written thirty day notice to you that effective with your May 1, 2015 rental obligation to pay rent for 3240 Park Blvd. Oakland, Ca that your rent is being raised to \$792.75. This is a 5.7% increase from your claimed rent of \$750 per month. The City of Oakland allows for rent banking not to exceed three years (if you have not had an increase over that three years) at the current allowable rate of 1.9% per year. Thus 3 years X 1.9% equals an allowable increase of 5.7%

The law requires us to furnish you with a copy of the City of Oakland "Notice to Tenants of Residential Rent Adjustment Program". A copy of this is attached to this letter.

Thank you for your understanding in this matter.

Mark Roemer

North Main St. Properties LLC

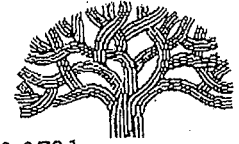
PO Box 20545

Oakland, Ca 94620

510 653-6494

000050

CITY OF OAKLAND



Department of Housing and Community Development
Rent Adjustment Program
P. O. Box 70243
Oakland, California 94612-0243

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

REQUEST TO DISMISS PETITION

Date 5/5/2015

I, So Wong, filed a petition with the Oakland Rent Adjustment Program.
The Case Number is T15-0061. I request that my petition be dismissed.

- I have moved and my new address is:

3240 Park Blvd
(Street Address)

Oakland, CA 94610
(City/State/Zip Code)

Signed

Schick
Petitioner

Date

5-5-15

ORDER

At the request of the Petitioner, case number T15-0061 is dismissed without prejudice. The mediation and/or hearing (circle as appropriate) scheduled for May 27, 2015 is cancelled.

Dated

5/6/15

Brandon Taylor
SENIOR HEARING OFFICER

Retaliation against tenants for using the Rent Adjustment process is prohibited by California Civil Code Section 1942.5 and Oakland Municipal Code Section 8.22.130.

North Main Street Properties LLC

Customer Balance Detail

All Transactions

K

Type	Date	Num	Account	Class	Amount	Balance
3240 Park Blvd (Wong)						
Invoice	05/01/2015	17	1200 · Accounts Re...	Park Blvd	792.50	792.50
Payment	05/08/2015		1200 · Accounts Re...		-792.50	0.00
Invoice	06/01/2015	20	1200 · Accounts Re...	Park Blvd	792.75	792.75
Payment	06/03/2015		1200 · Accounts Re...		-792.75	0.00
Invoice	07/01/2015	28	1200 · Accounts Re...	Park Blvd	792.75	792.75
Payment	07/03/2015		1200 · Accounts Re...		-792.75	0.00
Invoice	08/01/2015	36	1200 · Accounts Re...	Park Blvd	792.75	792.75
Payment	08/03/2015		1200 · Accounts Re...		-792.75	0.00
Invoice	09/01/2015	42	1200 · Accounts Re...	Park Blvd	792.75	792.75
Payment	09/04/2015		1200 · Accounts Re...		-792.75	0.00
Invoice	10/01/2015	51	1200 · Accounts Re...	Park Blvd	792.75	792.75
Payment	10/07/2015		1200 · Accounts Re...		-792.75	0.00
Invoice	11/01/2015	60	1200 · Accounts Re...	Park Blvd	792.75	792.75
Payment	11/09/2015		1200 · Accounts Re...		-792.75	0.00
Invoice	12/01/2015	71	1200 · Accounts Re...	Park Blvd	792.75	792.75
Payment	12/08/2015		1200 · Accounts Re...		-792.75	0.00
Invoice	01/01/2016	81	1200 · Accounts Re...	Park Blvd	792.75	792.75
Payment	01/04/2016		1200 · Accounts Re...		-792.75	0.00
Invoice	02/01/2016	96	1200 · Accounts Re...	Park Blvd	792.75	792.75
Payment	02/01/2016		1200 · Accounts Re...		-792.75	0.00
Invoice	03/01/2016	110	1200 · Accounts Re...	Park Blvd	792.75	792.75
Payment	03/03/2016		1200 · Accounts Re...		-792.75	0.00
Invoice	04/01/2016	124	1200 · Accounts Re...	Park Blvd	792.75	792.75

20
L
May 2, 2016

Ms. Wong

3240 Park Blvd.

Oakland, Ca 94610

RE: T116-0168, T-160192

Pursuant to this letter your March 29, 2015 increase letter is rescinded and a copy of this letter is being sent to the rent board

Please refer to 3/29/15 letter and again on 7/23/15 letter about providing a key for entry to effect requested and needed repairs and on repeated occasions you have been furnished with Vidal Alvarado, property manager, 510 289-2563 phone number. You have not furnished a key.

Your representative Raheel, Pacific Outreach confirmed to me on 3/3/15 also that you would furnish a key and communicate to us in English since we don't converse in Cantonese.

If you have needed repairs, please contact Vidal Alvarado 510 289-2563 and allow him to perform.

Sincerely,

Mark Romer

North Main St. Properties, LLC

PO Box 20545

Oakland, Ca 94620

000053

March 27, 2016

Selina Wong

3240 Park Blvd.

Oakland, Ca 94610

Dear Residents:

Hopefully you have found your environment improved by a lot of changes and investments that we have made to the property that you reside in. Just some of the noted improvements are new exterior lighting \$1500, new rear stairs and decking, \$15000, new concrete landings and stairs, \$4000, new electrical service, panels, circuits, \$9000 newly relocated rear exit door, \$1500 new metal and wood fencing and locks, \$2000. Totally \$33,000. The Oakland City Council allows owners to pass thru some of these capital costs to residents.

Please find that we have allocated 70% of this cost as a passed along cost or \$23,100 and then divided this cost by 6 units, then divided this by 60 months to equal a monthly passed along cost of \$64.16.

The City also allows an annual increase of 1.7%. So in accordance with the City of Oakland rental guidelines, and the "Notice to Tenants of Residential Rent Adjustment Program", attached, your rent of \$792.75 is being increased by the 1.7% increase (\$13.47) and the allowable capital pass thru increase explained above of \$64.16 to a new monthly total of \$870.38, which is due and starts May 1, 2016.

I would appreciate the chance to have a dialog with you at the property or over the phone if you require more explanation of the above and we certainly hope you find this fair and reasonable.

Mark Romer

North Main St. Properties, PO Box 20545, Oakland, Ca 94620

510-653-6494 or lvyOakland@gmail.com

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CITY OF OAKLAND



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

Department of Housing and Community Development
Rent Adjustment Program

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

ORDER TO CONSOLIDATE CASES

CASE NUMBERS: T16-0168, Wong v. Romer
T16-0192, Wong v. Romer

PROPERTY ADDRESS: 3240 Park Blvd., Oakland, CA 94610


Both cases involve the same parties and the same subject property. Therefore, they are being consolidated.

The Notice of Hearing for T16-0168 was mailed out to all parties stated on the tenant petition on March 31, 2016, and scheduled the hearing date for July 7, 2016, at 10:00 a.m. The Notice of Hearing for T16-0192 was mailed out to all parties on April 19, 2016, and scheduled the hearing date for July 27, 2016, at 10:00 a.m.

IT IS HEREBY ORDERED that both cases T16-0168 and T16-0192 are consolidated and will be heard in a single hearing on July 27, 2016, at 10:00 a.m. The hearing set for July 7, 2016, is cancelled.

All information stated in the Notice of Hearing for T16-0192 of April 19, 2016, remains in effect.

Dated: April 29, 2016



Linda M. Moroz
Hearing Officer
Rent Adjustment Program

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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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 F16-0168

OWNER RESPONSE

Please print legibly.

Your Name NORTH MAIN PROPERTIES LLC MAMC ROMER	Complete Address (with zip code) PO 20545 OAKLAND, CA 94612	Phone: <u>510 653-6494</u> Email: _____
Your Representative's Name (if any)	Complete Address (with zip code)	Phone: _____ Fax: _____ Email: _____
Tenant(s) name(s) Wong	Complete Address (with zip code) 3240 PARK OAKLAND 94610	_____ _____ _____

SEE ATTACHED OFF

Have you paid for your Oakland Business License? Yes No Number _____

Have you paid the Rent Adjustment Program Service Fee? (\$30 per unit) Yes No

There are 4 residential units in the subject building. I acquired the building on 11/10/14

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

I. RENTAL HISTORY

The tenant moved into the rental unit on UNKNOWN

The tenant's initial rent including all services provided was \$ UNKNOWN / 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? 3/29/15

Is the tenant current on the rent? Yes No

LETTER WONG REFUSES TO SIGN
 UNKNOWN
 WONG REFUSES TO SIGN

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

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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.
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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 - T-16-0192

OWNER RESPONSE

Please print legibly.

Your Name NORTH MAN PROPERTIES LLC MIC BONN	Complete Address (with zip code) PO 20545 OAKLAND CA 94620	Phone: 510 653-6497 Email:
Your Representative's Name (if any)	Complete Address (with zip code)	Phone: Fax: Email:
Tenant(s) name(s)	Complete Address (with zip code)	

SEE ATTACHED
 REBESSA OF
 3/29/16

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

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

There are 4 residential units in the subject building. I acquired the building on 11/10/14.

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

I. RENTAL HISTORY

The tenant moved into the rental unit on UNKNOWN.

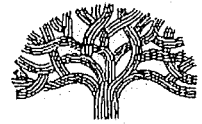
The tenant's initial rent including all services provided was \$ UNKNOWN month.

way refuses
 to sign
 LEASE / Key

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? _____

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.**



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

CITY OF OAKLAND

Department of Housing and Community Development
Rent Adjustment Program

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

HEARING DECISION

CASE NUMBER: T16-0168, Wong v. Romer
T16-0192, Wong v. Romer

PROPERTY ADDRESS: 3240 Park Blvd, Oakland, CA

DATE OF HEARING: July 27, 2016

DATE OF INSPECTION: August 3, 2016

DATE OF DECISION: September 12, 2016

APPEARANCES: Selina Wong, Tenant
Janice Ng, Interpreter (Hearing Only)
Mark Romer, Owner (Inspection Only)
Vidal Alvarado, Manager (Inspection Only)

SUMMARY OF DECISION

The tenant's petition is granted in part. The legal rent for the unit is set forth in the Order below.

CONTENTIONS OF THE PARTIES

The tenant, Selina Wong, filed a petition (T16-0168) which alleges that a rent increase from \$792.75 to \$870.38, effective May 1, 2016, exceeds the CPI Rent Adjustment and is unjustified or is greater than 10%; that at present there exists a health, safety, fire or building code violation in the unit; and that the notice of rent increase did not meet the "enhanced notice" requirements for a capital improvement increase. The tenant attached to her petition a list of decreased services that stated that the "heater does not work."

The tenant filed a second petition (T16-0192) which contested the same rent increase as in case T16-0168. She also contested a January 2016 rent increase from \$750 to \$1,250

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a month and an August 2005 rent increase from \$420 to \$750 a month. In the second petition the tenant also alleged that a City of Oakland form notice of the Rent Program (*RAP Notice*) was not given to her at least six months before the effective date of the increases she is contesting; that her housing services have decreased; that at present there exists a health, safety, fire or building code violation in the unit; that the notice of rent increase did not meet the “enhanced notice” requirements for a capital improvement increase; and that the proposed rent increase would exceed an overall increase of 30% in 5 years. The tenant’s list of decreased services claimed that the heater does not work and that the kitchen door had been moved after a remodeling, which made it very hot in the kitchen and close to the garbage carts.

The owner filed an untimely response to the petition in case T16-0168. The owner filed a timely response to the petition in case T16-0192. The owner attached a letter to his responses in which he rescinded the rent increase from \$792.75 to \$870.38.¹ The owner only submitted the first and last page of the *Owner Response* form, and did not list any justifications for any of the contested rent increases. The owner did not appear at the Hearing. The owner did appear at the Inspection held on August 3, 2016.

THE ISSUES

1. In what language were the terms of the tenancy negotiated?
2. When, if ever, was the tenant given the *RAP Notice*? If the *RAP Notice* was received, in what language was it given?
3. Can the tenant contest prior rent increases?
4. What are the consequences for failing to legally serve the *RAP Notice* and what is the base rent?
5. Can the tenant raise claims at the Hearing that were not listed on her claims of decreased housing services?
6. Have the tenant’s housing services decreased and if yes, in what amount?
7. What, if any, restitution is owed to the tenant and how does it impact her rent?

EVIDENCE

Rental History: The tenant testified that she is a monolingual Cantonese speaker. She moved into the subject unit in 1982 at an initial rent of \$280 a month. She was not given a *RAP Notice* when she moved in. When she moved in, the building was owned by a different owner who spoke Cantonese. When she made arrangements to move in, the discussion was in Cantonese. She did not have a written lease when she moved in. She made the arrangements to lease the premises in Cantonese, and when she paid she was given a receipt.

The first time she received a *RAP Notice* was with a rent increase she received in 2015. That *RAP Notice* was in English.

¹ While his recession letter stated he was rescinding the March 29, 2015, rent increase, it seems clear from the evidence presented at the Hearing that this was a typographical error and the letter intended to rescind the March 27, 2016 rent increase.

The tenant received a rent increase notice in March of 2016, purporting to increase her rent from \$792.75 to \$870.38, effective May 1, 2016.² This was served with an English language *RAP Notice*.³ The tenant has continued to pay rent in the amount of \$792.75.

The tenant was informed that the owner withdrew the rent increase notice by letter on May 2, 2016. This letter was also attached to the *Owner Response*.⁴ This letter discussed both that the rent increase was withdrawn and that the tenant needed to provide a copy of her key to the manager.⁵

The tenant further testified that in August of 2005, her rent was increased from \$420 a month to \$750 a month. This rent increase was not served with a *RAP Notice*. She paid that rent increase.

Official Notice is taken of case T15-0061. In that case, the tenant filed a petition contesting a rent increase given in January of 2015 increasing her rent from \$750-\$1,250 a month. The owner filed a *Landlord Response* to that petition in which he stated that there was no rent increase for this tenant. The tenant then filed a *Request to Dismiss Petition* and the petition was dismissed.

The tenant testified that on her current petition in case T16-0192, she mistakenly referred to the rent increase from \$750-\$1,250 as occurring in January of 2016. In fact, that occurred in December of 2014, to go into effect in January of 2015, and is the same rent increase as she contested in case T15-0061. In that case, the owner had attempted to have the tenant sign a new lease raising the rent to \$1,250. The tenant never signed the lease and the rent remained \$750 a month.

On March 29, 2015, the tenant got a rent increase notice which increased her rent from \$750 to \$792.75 a month, effective May 1, 2015. That rent increase notice was served with an English language *RAP Notice*. She did not contest that rent increase and did pay the increase. The tenant paid \$792.75 from May 1, 2015 through April 30, 2016. She paid rent of \$806.22 from May through July of 2016. She intends to pay \$792.75 in August of 2016 (and ongoing), since the owner has withdrawn the rent increase.

Decreased Housing Services: The tenant's petition in case T16-0168 raised a claim regarding the lack of heat in her unit. The tenant's petition in case T16-0192 raised the same claim regarding lack of heat. Additionally, she made a claim about the kitchen door being moved and impacting the heat in the unit and the proximity to the garbage cans outside the unit.

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² Exhibit 1, p 1

³ Exhibit 1, p 2

⁴ Exhibit 2. The tenant testified that she received the letter from the owner but thought that it was only about the key that she was supposed to give to the manager. This was evidence of the tenant's limited ability to read and understand English.

⁵ She has already provided a copy of the key to the manager.

Heater: The tenant testified that the heater in her unit is not working. This has been true since 2005. There is a central unit in the living room that heats the entire unit. She has talked to the previous manager but the heater has never been fixed. She has not complained to the new owner. The problem with the heater is that the switch is very difficult to turn.

At the Inspection by this Hearing Officer, the tenant pointed to the switch she has been trying to turn to turn on the heater. This “switch” was impossible to turn. The manager of the apartment, Vidal Alvarado, pointed out that the “switch” the tenant was trying to turn was not the actual switch. He pointed out the correct switch, which was operable. At the time, the pilot light was not on, so the heater did not turn on. Mr. Alvarado lit the pilot and then the heater began to work. The tenant requested that since it was the summertime, that the pilot be turned off. She was informed that she could call the manager when she wanted the pilot light to be turned on again.

Kitchen Door: The tenant testified that in September of 2015 kitchen door to her unit was moved. The door used to be on the outside wall of the unit, and now it is underneath the staircase that goes to the unit above. This has caused a problem in her kitchen because it is colder in her unit than it used to be. Additionally, the new door is closer to the garbage cans, so there is a problematic smell in her unit.

At the Inspection by this Hearing Officer, the tenant pointed to where the kitchen door used to be and where it has been moved to. While the door changed from one wall to the other, the distance between the two doors is less than 6 feet apart (this is an estimate).

Light and flies: The tenant sought to bring up claims about lights and bugs in the unit. Official Notice is taken of a letter the tenant wrote and sent to the *RAP office* which was received on July 14, 2016. This letter states that:

“(Aug 2015) the stairs that were erected near my apt. Windows is blocking the natural light and view.”

“(Jan 2016) my apt. outdoor don’t have any light because the stairs are blocking out the light for backyard.”

“(Aug 2015) When kitchen door was remodeled, on winter, cold air blows in. During the summer season, they are flies around indoor special kitchen, due to have trash carts near my Apt.”

She was directed not to testify about these matters (see below.)

FINDINGS OF FACT AND CONCLUSIONS OF LAW

In what language was the terms of the original tenancy negotiated?

The tenant is a monolingual Cantonese speaker who understands minimal English. She was credible when she testified, through an interpreter, that the original owner of the property was a Cantonese speaker. The original terms of her tenancy were negotiated in Cantonese. There was no written lease.

When, if ever, was the tenant given the *RAP Notice*? If the *RAP Notice* was received, in what language was it given?

The Rent Adjustment Ordinance requires an owner to serve the *RAP Notice* at the start of a tenancy⁶ and together with any notice of rent increase or change in the terms of a tenancy.⁷ An owner can cure the failure to give notice at the start of the tenancy, but may not raise the rent until 6 months after the first *RAP Notice* is given.⁸ Tenant Wong credibly denied receiving the *RAP Notice* when she moved into the unit or at any time before March 2015. Her testimony was credible.

Additionally, when the tenant was served with the *RAP Notice* in March of 2015, she was given an English language version of the *Notice*. However, an English language copy of the *RAP Notice* is not legally sufficient.

California Civil Code § 1632(b)(3) states that when a person enters into a contract and primarily negotiates the terms of the contract in a language other than English, the owner must give the consumer a translation of the contract in the same language in which the negotiation was held. Here, when the tenant moved into the unit, all discussions were in Cantonese. The tenant does not speak English. The RAP Board has held that in keeping with Civil Code § 1632(b)(3), the *RAP Notice* must also be given in the same language in which the negotiations were held. *Soriano et al. v. Western Mgt. Properties* (T06-0154).

Since the tenant is a monolingual Cantonese speaker who does not read English, serving her with a *RAP Notice* in English did not provide her with actual notice of her rights. Therefore, the tenant has never been validly served with the *RAP Notice*.

Can the tenant contest prior rent increases?

As long as the tenant has not been served with a valid *RAP Notice*, she can contest all prior rent increases. In these combined cases, the tenant has contested a rent increase from \$420-\$750, effective in August of 2005, and the most recent rent increase (which was withdrawn.) These claims are timely and can be considered.

What are the consequences for failing to legally serve the *RAP Notice* and what is the base rent?

As noted above, no rent increases can be given to the tenant until 6 months after she is served with a valid copy of the *RAP Notice*. Therefore, all rent increases given to the tenant were invalid. However, the tenant did not contest all past rent increases. As noted above, she contested the rent increase from \$420-\$750 from August of 2005. The tenant did not contest the rent increase which increased her rent from \$750-\$792.75 in

⁶ O.M.C. § 8.22.060(A)

⁷ O.M.C. § 8.22.070(H)(1)(A)

⁸ O.M.C. § 8.22.060 (C)

May of 2015. All rent increases given since the tenant was paying \$792.75 have been withdrawn.

Since the tenant did not object to the \$42.75 a month rent increase given in 2015, this rent increase is valid. At all relevant times between August 2005-April of 2015, the tenant's legal rent was \$420 a month. In May of 2015, the owner increased the rent by \$42.75. Since this rent increase was not contested, from May of 2015, the tenant's allowable base rent was \$462.75. All subsequent rent increases have been withdrawn. Therefore, the tenant's current base rent is \$462.75 (before consideration of restitution.)

While it was originally a prior owner who failed to take the appropriate action to serve this tenant with a *RAP Notice*, the failure of the old owner is attributable to the new owner and the new owner stands in the shoes of the prior owner⁹.

Can the tenant raise claims of decreased housing services that were not listed on the papers filed with her *Tenant Petition*?

At the Hearing the tenant sought to raise a claim regarding the light in the kitchen and an infestation of flies in her kitchen. These were listed on a letter the tenant sent to the *RAP* on July 14, 2016, but were not filed with her original list of decreased services filed with either petition. In order to bring a claim of decreased housing services, the tenant is required to provide a list or a description of her claims. O.M.C. § 8.22.070 (F). Since the light in the kitchen and the flies were not on the lists the tenant provided with her petitions, these issues were not considered at the Hearing.

Have the tenant's housing services decreased and if yes, in what amount?

Under the Oakland Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent¹⁰ and may be corrected by a rent adjustment. A tenant petition must be filed within 60 days after the date of service of a rent increase notice or change in the terms of a tenancy or the date the tenant first receives written notice of the existence and scope of *RAP Notice*, whichever is later.¹¹ However, where no *RAP Notice* was given within 60 days before the tenant petition was filed, the tenant can seek restitution for up to three years. Here, the tenant has not been legally provided with a *RAP Notice* since she never got one written in Chinese; therefore her claim goes back three years.

Additionally, the tenant must give the owner notice of the problems and the opportunity to repair before she is entitled to relief.

⁹ Section 8.22.020 of the Rent Adjustment Ordinance defines "Owner" as the "Owner . . . of a Covered Unit that is leased or rented to another, and the representative, agent or successor of such owner . . ." (emphasis added).

Regulation 2.3 defines "Landlord" as "synonymous with owner or lessor of real property . . . or successor of such owner or lessor." (emphasis added).

¹⁰ O.M.C. § 8.22.070(F)

¹¹ O.M.C. § 8.22.090(A)(2)

The tenant's claims of decreased services are discussed below:

The Heater: At the Inspection, it became clear that the heater is working properly and the tenant was simply trying to turn the wrong switch to turn it on. The tenant's claim regarding the heater is denied.

The Kitchen Door: The evidence established that the kitchen door was moved from one wall of the kitchen to the other wall. There is no compelling evidence that there is any change to the tenant's experience in her unit based on this change. The paperwork filed with the *Tenant's Petition* in case T16-0192, states that moving the door caused the room to get hotter. The tenant testified that the move of the door has made the room colder. This is entirely inconsistent and not believable. Additionally, the door hardly moved at all. While it is true that the door was moved from one wall to the other, the total distance the door was moved was less than 6 feet. This distance is not enough to have significantly changed the tenant's experience in her kitchen. Therefore, this claim is denied.

How much restitution is owed between the parties, and how does it impact the rent?

The Board has determined that restitution is limited to three years.¹² Therefore, the tenant is entitled to restitution beginning in October of 2013.

Beginning in October 1, 2013 (the beginning of the restitution period) the tenant's maximum rent was \$420 a month, as the rent increase given in August of 2005) was invalid. From that date through April 30, 2015, the tenant paid rent of \$750 a month. In May of 2015, the tenant's rent was increased by \$42.75 a month. Since the tenant did not contest that rent increase, the tenant's allowable rent as of May 1, 2015, is increased to \$462.75. At that point, she began paying \$792.75.

Beginning in May of 2016, the tenant began paying increased rent of \$806.22 per month. She paid that rent from May 2016-July of 2016. The following chart documents the tenant's allowable rent and rent overpayments.

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¹² See *Jackson-Redick v. Burns*, T08-0139

OVERPAID RENT

From	To	Monthly Rent paid	Max Monthly Rent	Difference per month	No. Months	Sub-total
1-Oct-13	30-Apr-15	\$750.00	\$420.00	\$ 330.00	19	\$ 6,270.00
1-May-15	30-Apr-16	\$792.75	\$462.75	\$ 330.00	12	\$ 3,960.00
1-May-16	31-Jul-16	\$806.22	\$462.75	\$ 343.47	3	\$ 1,030.41
1-Aug-16	30-Sep-16	\$792.75	\$462.75	\$ 330.00	2	\$ 660.00
Total						\$11,920.41

RESTITUTION

MONTHLY RENT	\$462.75
TOTAL TO BE REPAYED TO TENANT	\$ 11,920.41
TOTAL AS PERCENT OF MONTHLY RENT	2576%
AMORTIZED OVER 36 MO. BY REG. IS	\$ 331.12

The tenant has overpaid rent in the amount of \$11,920.41. A rent overpayment of this size is usually adjusted over a period of 12 months. However, when the restitution is 2576% of the monthly rent, good cause exists to extend the restitution period to 36 months, or \$331.12 a month.¹³ For now, this \$331.12 a month is subtracted from the current legal rent of \$462.75 for a total of \$131.63 a month. From October of 2016 through September of 2019 the rent will be \$131.63 a month. The rent will revert to the current legal rent of \$462.75 in October of 2019.

ORDER

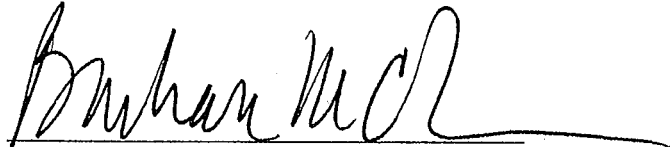
1. Petitions T16-0168 and T16-0192 are granted in part.
2. The tenant's claims of decreased housing services are denied.
3. The tenant has not been served with a valid copy of the *RAP Notice*.
4. The legal rent for this unit from October 2013-April of 2015 was \$420 per month.
5. The base rent is \$462.75 per month.
6. The tenant is owed restitution for overpaid rent in the amount of \$11,920.41. This overpayment is adjusted by a rent decrease for the next 36 months in the amount of \$331.12 a month.
7. The tenant's rent for the months of October 2016 through September of 2019 is \$131.63 a month.
8. The tenant's rent will revert to the base rent in October of 2019.

¹³ Regulations, § 8.22.110(F)

9. Nothing in this Order prevents the owner from increasing the tenant's rent, pursuant to Civil Code § 827 and the Rent Adjustment Ordinance, at any time at least 6 months after the tenant is first served with a Chinese language *RAP Notice*.

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

Dated: September 12, 2016



Barbara M. Cohen
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE

Case Number T16-0192

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

Selina Wong
3240 Park Blvd
Oakland, CA 94610

Owner

Mark Romer
P.O. Box 20545
Oakland, CA 94620

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on September 12, 2016 in Oakland, CA.


Deborah Griffin

000067

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 MAY 11 2016 </div> OAKLAND RENT ADJUSTMENT
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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 F16-0168

OWNER RESPONSE

Please print legibly.

Your Name NORTH MAIN PROPERTIES LLC MARI ROMER	Complete Address (with zip code) PO 20545 OAKLAND, CA 94612	Phone: <u>510 653-6494</u> Email: _____
Your Representative's Name (if any) SEE ATTACHED	Complete Address (with zip code) SEE ATTACHED	Phone: _____ Fax: _____ Email: _____
Tenant(s) name(s) WONG SEE	Complete Address (with zip code) 3240 PARK OAKLAND 94610 OFF	_____ _____ _____

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

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

There are 4 residential units in the subject building. I acquired the building on 11/10/14
 Is there more than one street address on the parcel? Yes No

I. RENTAL HISTORY

The tenant moved into the rental unit on _____

The tenant's initial rent including all services provided was \$ UNKNOWN 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? 3/29/15

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.**

May 2, 2016

Ms. Wong

3240 Park Blvd.

Oakland, Ca 94610

RE: T116-0168, T-160192

Pursuant to this letter your March 29, 2015 increase letter is rescinded and a copy of this letter is being sent to the rent board

Please refer to 3/29/15 letter and again on 7/23/15 letter about providing a key for entry to effect requested and needed repairs and on repeated occasions you have been furnished with Vidal Alvarado, property manager, 510 289-2563 phone number. You have not furnished a key.

Your representative Raheel, Pacific Outreach confirmed to me on 3/3/15 also that you would furnish a key and communicate to us in English since we don't converse in Cantonese.

If you have needed repairs, please contact Vidal Alvarado 510 289-2563 and allow him to perform.

Sincerely,

Mark Romer

North Main St. Properties, LLC

PO Box 20545

Oakland, Ca 94620

000070

T16-0168 RM BC. => consolidated w/ T16-0192

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM Mail To: P. O. Box 70243 Oakland, California 94612-0243 (510) 238-3721	For date stamp. 2015 APR 30 PM 2:53
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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 Selina Wong	Rental Address (with zip code) 3240 Park Blvd OAKLAND, CA 94610	Telephone (510) 261-7039
Your Representative's Name	Mailing Address (with zip code)	Telephone
Property Owner(s) name(s) MARK ROPER	Mailing Address (with zip code) PO BOX 20545 OAKLAND, CA 94620	Telephone (510) 653-6494

Number of units on the property: 6

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 checked="" type="checkbox"/> (f2) At present, there exists a health, safety, fire, or building code violation in the unit. <u>If the owner has been cited in an inspection report, please attach a copy of the citation or report.</u>
<input type="checkbox"/> (g) The contested increase is the second rent increase in a 12-month period.
<input checked="" 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)

** PLEASE PROVIDE CONTINUING INTERESTER*

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

Date you moved into the Unit: 1982 Initial Rent: \$ 280.00 /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: 2015. 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		
3/27/2016	5/1/2016	\$ 792.75	\$ 870.38	<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: _____

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.

Selma Woy

Tenant's Signature

3-30-16

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): _____

HOUSING SERVICES

~~① HEATER~~

① HEATER DOES NOT WORK

PLEASE PROVIDE CANTONESE
INTERPRETER.

Selma Way 3-30-16

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.

RECEIVED

MAY 11 2016

OAKLAND RENT ADJUSTMENT

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 - T-16-0192

OWNER RESPONSE

Please print legibly.

Your Name NORTH MAN PROPERTIES LLC Mae Bonn	Complete Address (with zip code) PO 20545 OAKLAND CA 94620	Phone: 510 653-6454 Email: _____
Your Representative's Name (if any)	Complete Address (with zip code)	Phone: _____ Fax: _____ Email: _____
Tenant(s) name(s)	Complete Address (with zip code)	

*SEE ATTACHED
 RECEIPTS
 2/29/16*

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

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

There are 4 residential units in the subject building. I acquired the building on 11/10/14.

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

I. RENTAL HISTORY

The tenant moved into the rental unit on UNKNOWN.

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

*way refuses
 to sign
 lease / Key*

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? _____

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.**

Tile 0192 KM/BC

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM Mail To: P. O. Box 70243 Oakland, California 94612-0243 (510) 238-3721	For date stamp. 2016 APR 18 PM 3:00
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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 <i>Selina Wong</i>	Rental Address (with zip code) <i>3240 park Blvd Oakland CA 94610</i>	Telephone <i>(510)261-7039</i>
Your Representative's Name	Mailing Address (with zip code)	Telephone
Property Owner(s) name(s) <i>MARK Romer</i>	Mailing Address (with zip code) <i>P. O BOX 20545 Oakland CA 94620</i>	Telephone <i>(510)653-6494</i>

Number of units on the property: 6

Type of unit you rent (circle one)	House	Condominium	<u>Apartment</u> , Room, or Live-Work
Are you current on your rent? (circle one)	<u>Yes</u>	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 checked="" type="checkbox"/>	(e) A City of Oakland form notice of the existence of the Rent Program was not given to me at least six months before the effective date of the rent increase(s) I am contesting.
<input checked="" type="checkbox"/>	(f1) The housing services I am being provided have decreased. (Complete Section III on following page)
<input checked="" type="checkbox"/>	(f2) At present, there exists a health, safety, fire, or building code violation in the unit. <u>If the owner has been cited in an inspection report, please attach a copy of the citation or report.</u>
<input type="checkbox"/>	(g) The contested increase is the second rent increase in a 12-month period.
<input checked="" 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 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).
<input type="checkbox"/>	(k) I wish to contest an exemption from the Rent Adjustment Ordinance (OMC 8.22, Article I)

* please provide cantonese interpreter

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

Date you moved into the Unit: 1982 Initial Rent: \$ 280.00 /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: Jan 2015. 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		
3-27-2016	5-1-2016	\$ 792.75	\$ 870.38	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Dec 2015	Jan 2016	\$ 750.-	\$ 1,250.-	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
June 2005	Aug 2005	\$ 420.-	\$ 750.-	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

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

III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:

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

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

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

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

IV. VERIFICATION: The tenant must sign:

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

Selina Wy

4-18-2016

Tenant's Signature

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): _____

Housing Services

(1) Heater Does not work since 2005 June.
I requested credit back 200² each month rent.

(2) Kitchen Door after remodeling on about sept 2015.
the condition change (The door face to the
garbage carts and when sunset, it is very hot
in the kitchen.)

* please provide cantonese interpretor.

Selua Wz 4-18-2016

City of Oakland Residential Rent Adjustment Program 250 Frank Ogawa Plaza, Suite 5313 Oakland, California 94612 (510) 238-3721		2010 SEP 28 AM 10:22 APPEAL OF HEARING DECISION 9/12/16
Appellant's Name NORTH MAIN ST. PROPERTIES LLC		Landlord <input checked="" type="checkbox"/> Tenant <input type="checkbox"/>
Property Address (Include Unit Number) 3240 PARK BLVD.		
Appellant's Mailing Address (For receipt of notices) PO Box 20545 OAKLAND CA 94620		Case Number T16-0168, T16-0192 Date of Decision appealed 9/27
Name of Representative (if any) MARK ROEMER		Representative's Mailing Address (For notices) N/A

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.

CITY OF OAKLAND

REPORT

To: Housing Residential Rent and Relocation Board
ATTN: Jessie Warner, Chairperson
FROM: Connie Taylor, Rent Adjustment Program Manager
DATE: September 20, 2017

RE: Revisions to Just Cause Regulations

The Board is tasked with final adoption of Just Cause regulations. The Council asked the Board to consider regulations for the Just Cause for Eviction Ordinance to require an administrative process for the owner occupancy exemption from the Just Cause for Eviction Ordinance. The Council also requested that the Board bring the regulations back to the Council for consideration of costs.

I recommend adoption of the following proposed modifications to the Just Cause regulations (attachment B) with implementation delayed until the Council has considered the regulations for costs.

Just Cause for Eviction Regulations

8.22.350F Certifications for Owner Occupancy of Properties with Two or Three Units

The proposed regulations would require the owner to file a certificate with the Rent Program within 30 days of occupancy. The proposed regulations would also require the owner to notify the Rent Program if the property is no longer exempt. Either the owner or the tenant may petition the Rent Program to resolve disputes over the owner's exemption eligibility. Owners who fail to timely file or serve a certificate after notice of the filing requirement may be assessed an administrative citation or civil penalty.

Costs

Rent Adjustment staff will need to create forms, create a filing system for the forms, and hold hearings for owners or tenants contesting the certification of exemption.

There are approximately 28,000 duplexes and triplexes in Oakland. If half are owner-occupied, the Rent Program will receive approximately 14,000 certificates and will have to hold hearings that result from these forms. The additional costs will consist of a part-time equivalent of a Program Analyst as well as a PTE of a Hearing Officer to manage the filings and hold hearings.

Respectfully submitted,



Connie Taylor
Rent Adjustment Program Manager

CITY OF OAKLAND
HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD
RESOLUTION

RESOLUTION No. R17-003

**RESOLUTION APPROVING AMENDMENTS TO JUST CAUSE FOR
EVICTION REGULATIONS TO REQUIRE CERTIFICATIONS FOLLOWING
OWNER OCCUPANCY OF PROPERTIES WITH TWO OR THREE
UNITS**

WHEREAS, Oakland's Just Cause Ordinance (O.M.C. 8.22.300) exempts buildings with two or three units from just-cause protections if a property owner lives in one of the units as a primary residence; and

WHEREAS, this means that renters in buildings with two or three units risk no-fault eviction, should an owner move into one of the units; and

WHEREAS, this exemption has the benefit of helping mom and pop landlords, who live in buildings with two or three units, but is susceptible to abuse; and

WHEREAS, false owner-move ins and owner-occupied exemptions are increasing in the City of Oakland as a tactic to push out existing tenants and raise rents; and

WHEREAS, such false owner-move ins and owner-occupied exemptions is exacerbating Oakland's severe housing supply and affordability crisis, and threatens the public health, safety and/or welfare of our residents; and

WHEREAS, currently, tenants may not know their rights and/or lack the resources to fight for them to be enforced or access the information to determine if an owner-occupancy is valid; and

WHEREAS, currently, the City of Oakland lacks adequate regulations to ensure that owner-occupancy claims being used for exemptions to the just cause for eviction law are legitimate;

WHEREAS, the Oakland City Council requested the Housing, Residential Rent and Relocation Board to consider regulations to have property owners who owner-occupy duplexes and triplexes to confirm owner-occupancy status through a certificate

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of exemption or other administrative process for exemption from the Just Cause for Eviction Ordinance; and

WHEREAS, the Rent Board wishes to adopt new Regulations to require owners to certify occupancy after moving into a two or three unit building; now, therefore be it

RESOLVED: That the Board amends the Just Cause for Eviction Regulations as set out in Attachment B; and be it

FURTHER RESOLVED: That the Just Cause for Eviction regulations herein enacted shall take effect after the City Council has considered the proposed regulations for costs.

APPROVED BY THE FOLLOWING VOTE

AYES: CHANG, COOK, FRIEDMAN, MESAROS, SANDOVAL, STONE, AND CHAIRPERSON
 WARNER

NOES:

ABSENT:

ABSTENTION:

Date:

ATTEST _____
 JESSIE WARNER
 Chairperson of the Housing, Residential
 Rent and Relocation Board

#2227728v1

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Attachment B

Amendments to Just Cause For Eviction Regulations

Reg 8.22.350F Certifications For Owner Occupancy of Properties with Two or Three Units

- a. Scope of Regulations: The regulations in this section are designed to provide reporting requirements to better assure compliance with the Owner-Occupancy Exemption from Just Cause for Eviction Ordinance Contained in Section 8.22.350F of the Oakland Municipal Code.
- b. Applicability: This regulation applies to any unit in a residential property that is divided into two or three units, one of which is occupied by the Owner of Record as his or her principal residence.
- c. Certification to the Rent Program Following Occupancy.
 - i. Within 30 days of an Owner of Record commencing occupancy of a unit as a principal residence, the Owner of Record must file a certificate with the Rent Program attesting to the occupancy in addition to any evidence of occupancy as required by the certificate. The certificate must also attest to whether the owner claims a homeowner's property tax exemption on any other real property in the State of California.
 - ii. The certificate must be accompanied by a proof of service on each tenant of the other units of the property.
 - iii. A certificate must be filed with 30 days of occupancy for each new Owner of Record who occupies the unit as a principal residence.
 - iv. At the commencement of each new tenancy after the initial certificate filing, the Owner of Record must serve the tenant a copy of the certificate filed with the Rent Program.
 - v. Filing of a certificate under this subsection will satisfy the filing requirement in 8.22.360.B.8.b.ii (Certification Following Occupancy After No-Fault Eviction), if the Owner of Record is also subject to the filing requirement in that subdivision.
- d. Certification to the Rent Program when Property is no Longer Exempt
 - i. The owner-occupancy exemption continues until an Owner of Record no longer continuously occupies the property or begins claiming a homeowner's property tax exemption on any other real property in the State of California.
 - ii. If an Owner of Record no longer occupies the unit as a principal residence or no longer qualifies for the exemption, the Owner of Record must file a certificate with the Rent Program stating the reason why the property is no longer exempt.
 - iii. The certificate must be accompanied by a proof of service on each tenant of the other units of the property.
- e. Rent Program Dispute Resolution
 - i. The Rent Program has concurrent jurisdiction with the court over disputes over the Owner's eligibility for the owner-occupancy exemption.
 - ii. Either an Owner or a Tenant may petition the Rent Program at any time to address Owner's exemption eligibility.
 - iii. Rent Program hearings contesting an Owner's exemption eligibility are conducted in accordance with the procedures set forth in Rent Adjustment Program Regulations 8.22.090.
 - iv. The Owner has the burden of proving exemption eligibility.
- f. Forms and Information Required as Part of Certification.
 - i. Staff shall develop forms for required certificates.
 - ii. The certificates shall be filed under penalty of perjury.

- iii. Staff is authorized to request supplemental information consistent with the purpose of each of these certifications.
- g. Penalties for Failing to File Certificate.
- i. An Owner who fails to timely file or serve a certificate after notice of the filing requirement may be assessed administrative citation pursuant to O.M.C. Chap. 1.12.
 - ii. An Owner who fails to timely file or serve a certificate on more than one occasion after notice of the filing requirement, may be assessed a civil penalty pursuant to O.M.C. Chap. 1.08.
 - iii. Failure to file or serve a certificate does not affect the Owner's right to bring an unlawful detainer action.