

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

**October 12, 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 28, 2017
4. OPEN FORUM
5. NEW BUSINESS
 - i. Appeal Hearings in cases:
 - a. Consolidated Cases:
T15-0269; Attarzadeh v. Lin,
L15-0060; Lin v. Tenant
 - b. T16-0076; Lee v. Millar
 - c. T16-0296; Stewart v. WFGP LLC
 - d. Discussion and Possible Action on Amendments to the Rent Ordinance Substantial Rehabilitation Exemption
6. SCHEDULING AND REPORT
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

2017 OCT -4 PM 1:55



the hearing impaired; 3) Large print, Braille, or cassette tape text for the visually impaired The City of Oakland complies with applicable City, State and Federal disability related laws and regulations protecting the civil rights of persons with environmental illness/multiple chemical sensitivities (EI/MCS). Auxiliary aids and services and alternative formats are available by calling (510) 238-3716 at least 72 hours prior to this event.

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

Service Animals / Emotional Support Animals: The City of Oakland Rent Adjustment Program is committed to providing full access to qualified persons with disabilities who use services 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 28, 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 7:15 p.m. by Board Chair Jessie Warner

2. ROLL CALL

MEMBER	STATUS	PRESENT	ABSENT	EXCUSED
Robert Stone	Homeowner	X		
Karen Friedman	Owner	X		
Jessie Warner	Homeowner	X		
Ramona Chang	Property Owner	X		
Terry Sandoval	Tenant			X
Deborah Mesaros	Tenant	X		
Mary Jo Cook	Homeowner			X

Staff Present

Kent Qian, Deputy City Attorney
Connie Taylor, Rent Adjustment Program Manager

3. CONSENT ITEMS

i. Approval of minutes, September 14, 2017

R. Stone made a motion to approve the minutes for September 14, 2017.
J. Warner made a friendly amendment to approve minutes with corrections on page 3. Amendment accepted. K. Friedman seconded. The Board voted as follows:

Aye: K. Friedman, J. Warner, D. Mesaros, R. Stone
Nay: 0
Abstain: R. Chang

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The motion carried.

4. OPEN FORUM

James Vann

5. NEW BUSINESS

i. Appeal hearing in cases:

a. T16-0073; Ullman v. Tse

Appearances: Tenant Appeal

Tenant

Bre Ullman

Property Owner Representative

Michael Maclaskey

Rebuttal

Bre Ullman
Michael Maclaskey
Christopher Tse

Board Discussion

After discussion and questions to all parties, R. Stone made a motion to remand the decision to the Hearing Officer to put into the record evidence that supports the arms length purchase of the property, the transfer of the property from Mr. Tse to Mr. Coleman, especially as to: proof of amounts paid down; proof of rents received during the period of ownership; and proof of the amount paid from Mr. Coleman to Mr. Tse to satisfy the mortgage when the property was transferred to a third party purchaser. D. Mesaros seconded. The Board voted as follows:

Aye: J. Warner, K. Friedman, R. Stone, D. Mesaros
Nay: R. Chang
Abstained: 0

The motion passed.

- b. T16-0168; Wong v. Romer
T16-0192; Wong v. Romer

Appearance: Owner Appeal

Owner

Mark Romer

Tenant

Selina Wong

Interpreter

Ling Ong

Rebuttal

Mark Romer
Selina Wong

Board Discussion

After Board discussion and questions to both parties, J. Warner made a motion to affirm the Hearing Officer's decision based on substantial evidence. D. Mesaros seconded. The Board voted as follows:

Aye: J. Warner, R. Chang, D. Mesaros
Nay: R. Stone, K. Friedman
Abstained: 0

The motion passed.

Board Break: 9:05

Roll Call

R. Stone
J. Warner
K. Friedman
R. Chang
D. Mesaros

Resumed Meeting 9:15 p.m.

- ii. Discussion and Possible Action on Just Cause Regulations

Speakers:

Lean Simon-Weinberg
James Vann
Jonah Strauss

Board Discussion

After some discussion of the proposed regulation changes, J. Warner made a motion to extend the meeting past 10 p.m. K. Friedman seconded. The Board voted as follows:

Aye: J. Warner, R. Stone, K. Friedman, R. Chang, D. Mesaros
Nay: 0
Abstained:0

The motion was approved by consensus.

The discussion of the proposed regulations continued until 10:15, when both property owners had to leave. The item will be continued to another regular Board meeting.

7. SCHEDULING AND REPORTS

1. Special meeting to be scheduled for October 9.

8. ADJOURNMENT

J. Warner made motion to adjourn. D. Mesaros seconded. The meeting was adjourned by consensus at 10:25 p.m.

CHRONOLOGICAL CASE REPORT

Case Nos.: Consolidated cases: T15-0269 & L15-0060
Case Name: Attarzadeh v. Lin & Lin v. Tenant
Property Address: 222 Broadway, Unit 1002, Oakland, CA
Parties: Leila Attarzadeh (Tenant)
ShuZu Lin (Property Owner)

TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Case: T15-0269:	
Tenant Petition filed	May 25, 2015
Owner Response filed	June 5, 2015
Case: L15-0060:	
Owner Petition filed	October 8, 2015
Tenant Response filed	November 19, 2015
Cases consolidated at hearing	February 16, 2016
Hearing Decision issued	March 16, 2016
Tenant Appeal filed	April 18, 2016

City of Oakland Residential Rent Adjustment Program 250 Frank Ogawa Plaza, Suite 5313 Oakland, California 94612 (510) 238-3721		2015 APR 15 AM 11:55 <p style="text-align: center;">APPEAL</p>
Appellant's Name Leila Attarzadeh		Landlord <input type="checkbox"/> Tenant <input checked="" type="checkbox"/>
Property Address (Include Unit Number) 222 Broadway, Unit # 1002, Oakland, CA 94607		
Appellant's Mailing Address (For receipt of notices) 222 Broadway, Unit # 1002 Oakland, CA 94607		Case Number T15-0269 L15-0060 Date of Decision appealed March 16, 2016
Name of Representative (if any) DAVID H. BREMER Tenant's Attorney		Representative's Mailing Address (For notices) Monty White LLP 1000 Fourth Street, Suite 425 San Rafael, CA 94901

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

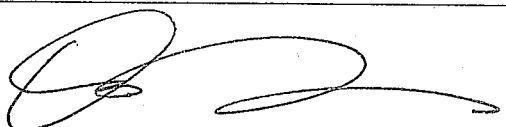
(Check the applicable ground(s). Additional explanation is required (see below). Please attach additional pages to this form.)

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

7. Other. You must attach a detailed explanation of your grounds for appeal. Submissions to the Board are limited to 25 pages from each party. Number of pages attached . Please number attached pages consecutively.

8. **You must serve a copy of your appeal on the opposing party(ies) or your appeal may be dismissed.** I declare under penalty of perjury under the laws of the State of California that on April 18, 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>	ShuZu(Nicole) Lin
<u>Address</u>	636 Fan Tail Way # 908
<u>City, State Zip</u>	Redwood City, CA 94063
<u>Name</u>	Hsiao-Ching Chen
<u>Address</u>	835 Rollin St.
<u>City, State Zip</u>	South Pasadena, CA 91030

 SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	<u>April 18, 2016</u> DATE
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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.

CASE NO. T15-0269, ATTARZADEH v. LIN

CASE NO. L15-0060, LIN v. TENANT

ATTACHMENTS TO APPELLANT'S APPEAL FROM HEARING DECISION

Date of Decision: 3/16/16

Proof of Service: 3/28/16

It is the position of Appellant (Leila Attarzadeh) that the hearing decision referred to above is not supported by substantial evidence as explained below. Furthermore, ShuZu (Nicole) Lin, as the purported owner of the rental unit in question, was contractually bound to lease the unit in question to Appellant, and Ms. Lin is in breach of her contractual obligations. Moreover, Ms. Lin is guilty of retaliation in serving a Notice to Vacate upon Appellant, once again in violation of her contractual obligations to Appellant.

Appellant entered into a lease agreement with Ms. Lin in the building known as 222 Broadway, Unit 1002, in October 2012. The rental charged by Ms. Lin at that time was \$2,150.00 per month. Thereafter, in October 2014 Ms. Lin sought a \$50.00 rent increase to become effective in November 2014 and promised Appellant that this new rent would be effective through the end of 2015. However, shortly thereafter, on November 4, 2014, Ms. Lin sought a \$200.00 per month increase in rent to become effective March 1, 2015.

Thereafter, Appellant complained to Ms. Lin that the latest effort to raise her rent was inappropriate and contrary to their prior agreement that the October 2014 rent increase of \$50.00 would remain in effect through the end of 2015. On March 23, 2015, the law firm of Lvovich & Szucsko wrote to Ms. Lin on behalf of Appellant regarding Appellant's rights of quiet enjoyment of her apartment, a copy of which is attached hereto. On March 24, 2015, Ms. Lin served a 60-day Notice to Vacate upon Appellant, a copy of which is attached. The Notice to Vacate is clearly in retaliation to the letter received from the Lvovich & Szucsko law firm as noted above, and additionally violated the agreement regarding the tenancy rights of the Appellant throughout the year 2015 and beyond.

A further explanation of the background of the concerns the Appellant had with Ms. Lin over the quiet enjoyment of her apartment is contained in Appellant's memorandum of April 6, 2015, a copy of which is attached .

Shortly after the Notice to Vacate was served upon the Appellant, I was retained by the Appellant to represent her interests in this matter, including Appellant's Tenant Petition and with reference to Ms. Lin's Petition seeking a Certificate of Exemption.

As reflected by the record below, at the time of the hearing on February 16, 2016, before Hearing Officer Linda M. Moroz, Ms. Lin refused to state or produce evidence regarding the nature of how she obtained the apartment unit in question. I examined Ms. Lin at some length and indicated that the records of the Alameda County Recorder's Office indicated that other individuals were involved in the ownership of this unit, and it was unclear whether she was the sole owner of this unit, and, if so, how that occurred. Ms. Lin refused to answer questions, and, in effect, stated that it was none of Appellant's business. Ms. Lin stated that the document called a Name Correction Deed was sufficient to reflect her ownership of the unit in question. Appellant disagrees with this position and asserts that it is incumbent upon Ms. Lin to carry her burden of proof that she owns the unit in question to produce the deed that grants title to her, which would allow her, in turn, to rent the unit in question to the Appellant.



Lvovich
Szucsko P.C.

700 California Street

Suite 1002

San Francisco, CA 94111

415.774.2550

415.774.1000

www.lavivlaw.com

March 23, 2015

Via Email and U.S. Mail
nicolelin@hotmail.com

Ms. Nicole Lin
636 Fan Tail Way #908
Redwood City, CA 94063

Re: Our client: Leila Attarzadeh; Property Address: 222 Broadway St., #1002, Oakland, CA

Dear Ms. Lin:

Our office represents Ms. Leila Attarzadeh, your tenant at the above-listed property. As an initial matter, please take all necessary steps to preserve all writings and other documents of every kind, irrespective of format or medium, that are in your possession, custody or control pertaining to Ms. Attarzadeh and the property identified herein.

As you should be aware, under California law, every tenancy carries a covenant of quiet enjoyment with which the landlord is required to comply. Cal. Civ. Code § 1927. The covenant obliges the landlord not, by act or omission, to interfere with the tenant's right to use and enjoy the property for the purposes contemplated by the lease. *Avalon Pacific-Santa Ana, L.P. v. HD Supply Repair & Remodel, LLC* (2011) 192 Cal.App.4th 1183, 1191. In addition, California laws requires written notice before entry into a residential unit, absent an emergency, and that such entry be for permissible and necessary purposes. Cal. Civ. Code § 1954. Unfortunately, since 2013, Ms. Attarzadeh's quiet enjoyment, including her right to notice before entry, has been repeatedly breached in ways including, but not limited to:

- Excessive off-hours noise from various construction and/or repair projects being conducted in the building;
- The unauthorized removal of an on-site key and multiple entries into Ms. Attarzadeh's unit without notice or authorization, including forced entry using a locksmith;
- Repeated unnecessary inspections of Ms. Attarzadeh's unit, requiring the interruption of her schedule and time away from work.

Despite repeated attempts to resolve these issues with you, the off-hours noise and repeated requests for entry continue to date. Even more problematic is your recent increase of Ms. Attarzadeh's rent, despite the ongoing breaches of her tenancy rights, and directly after a conversation with you regarding the same. Any negative action, including an increase in rent, taken by a landlord within 180 days of a tenant's lawful exercise of her rights is presumed retaliatory, and it becomes the landlord's burden to establish a non-retaliatory basis for the action. Cal. Civ. Code § 1942.5. Given that you increased Ms. Attarzadeh's rent less than five months ago, adequate justification for the March 2015 increase is unlikely at best, and the increase must be withdrawn immediately.

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Damages for breach of the covenant of quiet enjoyment, violation of notice requirements and retaliation include, *inter alia*, the difference between the rent paid and the value of the tenancy in light of the unlawful conduct, statutory penalties, punitive damages. In addition, in any action arising from the lease agreement, the prevailing party is entitled to recover attorneys fee and costs.

Ms. Attarzadeh has made repeated efforts to resolve the problems outlined above, to no avail. Although litigation is a last resort, Ms. Attarzadeh is unwilling to allow these breaches to continue unabated. Please ensure that the building's management, who is acting as your agent with regard to Ms. Attarzadeh's tenancy, address the off-hours noise issues, and provide full and adequate notice of any entry (as previously agreed, no less than 30 days unless outside circumstances make that impossible), and that such entry is reasonably and necessary. Finally, you must withdraw the March 2015 rent increase on or before March 30, 2015.

Thank you for your prompt attention to this matter.

Sincerely,



Hannah R. Salassi, Esq.

cc: Leila Attarzadeh (via email)

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60-DAY NOTICE TO VACATE

(For Use by Residential Landlord)

To Tenant: Items left blank or unchecked are not applicable.

NOTE: A residential landlord may terminate the month-to-month tenancy of a tenant who has resided on the property for one year or more by giving sixty (60) days written notice to the tenant. [Calif. Civil Code §1946.1]

FACTS:

You are a Tenant under a rental agreement or expired lease dated 10/13/2012 at Oakland, California, entered into by Leila Attarzadeh, as the Tenant, and Shuzu Lin, as the Landlord, regarding real estate referred to as 222 Broadway #1002, Oakland CA 94607

NOTICE:

1. This notice is intended as at least a sixty (60) day notice prior to termination of your month-to-month tenancy.
2. On or before 5/31, 2015, a date at least sixty (60) days after service of this notice, you will vacate and deliver possession of the premises to Landlord on 222 Broadway #1002, Oakland CA 94607.
3. Rents due and payable by you prior to the date to vacate include:
 - a. Monthly rent of \$2,350.00, due 4/1 & 5/1, 2015; and
 - b. Prorated rent of \$ through the date to vacate, due , 20 .
4. Landlord acknowledges the prior receipt of \$2,150.00 as your security deposit.
 - 4.1 Within 21 days after you vacate, Landlord will furnish you a written statement and explanation of any deductions from the deposit, and a refund of the remaining amount. [Calif. Civil Code §1950.5(f)]
 - 4.2 Landlord may deduct only those amounts necessary to:
 - a. Reimburse for Tenant defaults in rental payments;
 - b. Repair damages to the premises caused by Tenant (ordinary wear and tear excluded);
 - c. Clean the premises, if necessary;
 - d. Reimburse for Tenant loss, damage or excessive wear and tear on furnishings provided to Tenant.
5. Landlord may show the leased premises to prospective tenants during normal business hours by first giving you written notice at least 24 hours in advance of the entry. The notice will be given to you in person, by leaving a copy with an occupant of suitable age and discretion, or by leaving the notice on or under your entry door.
6. Please contact the undersigned to arrange a time to review the condition of the premises before you vacate.
7. If you fail to vacate and deliver possession of the premises by the date set for you to vacate, legal proceedings may be initiated to regain possession of the premises and to recover rent owed, treble damages, costs and attorney fees.
8. The reason for termination is at will. 24 hours advance notice of the entry can also be delivered via written email.
(complete if required by rent control ordinance or Section 8 housing)

Date: 3/24, 2015

Landlord/Agent: Shuzu Lin

Signature: 

Address: 636 Fan Tail Way #908, Redwood City CA

Phone: 510-8131296

Fax:

E-mail: nicolelin@hotmail.com

Bremer

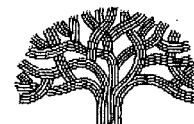
From: Leila Attarzadeh <leila.attarzadeh@gmail.com>
Sent: Monday, April 06, 2015 5:00 PM
To: bremer@lucasvalley.net
Subject: Background Bullet Points

Dear Mr. Bremer,

Here are some brief bullet points. I am happy to provide more information/detail/context if that would be helpful. I also have e-mail messages that might be helpful to clarify this outline. Thank you very much in advance.

- I moved into the unit (222 Broadway, #1002 Oakland, 94607) in October 2012;
- The unit I rent is a condo within a multi-unit building (built sometime around 2009);
- Rent was \$2,150/month;
- Problems with excessive off-hours noise (impact tools, drills, etc.) began a few months later, in early 2013, which I brought to the attention of on-site management, as well as to the owner of the unit (others heard it as well, but some owners do not live onsite full-time);
- Some attempts to investigate this were made, however these issues were never completely resolved (I was asked to record, document, etc., which I presented to the owner);
- The owner had originally encouraged me to keep a key in the building's secure lockbox (in the event of a lock-out, etc.);
- In March 2013 the key was mysteriously removed (no work order, no emergency, no notification of scheduled work);
- I called on-site management and was first told it was a mistake, that no one accessed the unit, then I returned home to obvious evidence someone had been inside, I called again, eventually I was told that yes, someone had gone in;
- I made numerous requests for evidence of the time stamp of the key being returned (there is an online system to track when the lockbox has been accessed, and residents can view their log);
- No one could produce a work order, evidence of reason for access, or proof of how long the key had been checked out. In other words, the key could have changed hands, etc., traveled outside of the building, etc., and there was no record of this;
- A security guard at the building told me that my tenant record had been erased;
- One staff member acknowledged a "security breach";
- I spoke with the manager of the building, the owner, and members of the HOA's board of directors;
- The landlord wrote to management and told me to "remove the spare key from the lockbox";
- This issue (and subsequent safety concerns) and the noise issue were never completely answered/resolved;
- I have been a good tenant (rent always paid on time -- or early; I have taken time off to facilitate the delivery/installation/inspection of appliances, some of which malfunctioned and caused damage; when my bank made a one time error with auto pay, I paid all late rent fees for the days it took for a paper check to arrive; due to a medical emergency, I had no paycheck from my employer for an extended period of time, and during my medical leave I continued to pay rent on time -- or early, and never requested a reduction in rent or arrangements around rent payment);
- In 2014, in the midst of continued noise, unresolved access issues, etc., I began receiving numerous requests to access the unit to make a mystery inspection to vents/ducts;
- For each of these I took time off of work, submitted required photographs, etc., since I could no longer leave a key onsite;

- After being told following the Spring 2014 security breach to "just reclaim the lockbox key (and not be forced to "just leave a key at the desk)," a crew, supervised by building management forcibly and illegally entered the unit with a locksmith for no necessary reason, while I was at work, and without making arrangements with me.
- Inspections continued through November 2014, and included "inspections" for repairs that never took place, including, but not limited to "sprinklers," "sprinkler systems," and "vents";
- The night before another vent inspection was to take place, I received an e-mail that it had been canceled (I had requested time off from work);
- I received a rent increase in October 2014 to \$2,200 (I began paying this);
- In October I requested a face-to-face meeting with my landlord, so that we could diplomatically discuss the issues that were not being addressed, and for which I was not being taken seriously by the building;
- My landlord stated on 10/19/14 that she would request sufficient advance notice for necessary entry into the unit, and also stated that the \$50 rent increase would be all that would change for the next twelve months, and that there would be no lease to sign, that I "could count on this";
- The purpose of this meeting was to outline a plan to resolve the continuing problems at the building so that I could live here peacefully;
- My landlord repeatedly stated that she "didn't think she should have to deal with this," that she didn't appreciate having to spend her time resolving this with me, etc.;
- I was very cautious, because my sense was that her frustration was misguided; however, after talking to multiple owners in the building, it was becoming imperative that she advocate on behalf of me -- her tenant -- which she had not been consistently and actively doing (she relied on me to just resolve these issues myself, but I was not taken seriously by the staff or management of the building);
- On 11/4/14 I received another notification of an additional rent increase, to go into effect on 3/1/15 (\$2,400);
- I have expressed my concern about this directly to my landlord;
- Two requests for access to the unit in February 2015 have already been made, one without the agreed-upon amount of notification;
- I have accommodated many access requests for which I am not comfortable allowing a key to be left (due to an unresolved security breach described above), thereby requiring my taking time off from work;
- I received a rent increase in October 2014, and then within weeks of discussing ongoing problems at the building with my landlord, I was served notice of an additional increase, which has felt retaliatory;
- I don't believe that my landlord has fulfilled her obligations as a landlord, including an agreed upon plan following a security breach, and I have been very patient with substandard situations;
- My understanding is that this increase exceeds the number of rent increases typically allowed during a twelve month period, and the percentage exceeds typical "banked rent" adjustments, which she is now citing;
- I have been concerned about bringing anything of importance to the attention of my landlord due to fear of retaliation in the form of unreasonable rent increases that would force me to leave at the height of the rental market;
- I don't believe that this increase was reasonable, and I am concerned that my landlord's actions are unpredictable and retaliatory;
- This is causing me a great deal of stress and time from work to resolve, and this (in addition to the advice from a housing rights expert with the City of Oakland) is why I have contacted you for assistance and advice.



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

CITY OF OAKLAND

Department of Housing and Community Development
Rent Adjustment Program

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

HEARING DECISION

CASE NUMBERS: T15-0269, Attarzadeh v. Lin
L15-0060, Lin v. Tenant

PROPERTY ADDRESS: 222 Broadway, Unit #1002, Oakland, CA 94607

DATE OF HEARING: February 16, 2016

DATE OF DECISION: March 16, 2016

APPEARANCES: Leila Attarzadeh, Tenant
David H. Bremer, Tenant's Attorney
ShuZu Lin, Owner
Hsiao-Ching Chen, Owner's Representative

SUMMARY OF DECISION

The Tenant Petition T15-0269 is denied. The subject unit #1002 is exempt from the Rent Adjustment Program.

The Owner Petition L15-0060 is granted. The subject unit #1002 is exempt from the Rent Adjustment Program as new construction.

CONTENTIONS OF THE PARTIES

On May 26, 2015, the tenant filed a Tenant Petition, alleging that (1) the proposed rent increase exceeds the CPI Adjustment and is unjustified or greater than 10%; (2) the owner did not provide a summary of the justification for the increase despite a written request; (3) no notice of the existence of the Rent Program was given with the notice of rent increase and at least six months before the effective date of the rent increase; (4) the contested rent increase is a second rent increase in a 12-month period; and (5) the housing services have decreased.

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The owner filed a timely response, alleging that the subject unit is exempt from the Rent Adjustment Program (RAP) as a newly constructed condominium with the Certificate of occupancy issued after January 1, 1983.

On October 8, 2015, the owner filed a Landlord Petition for Certificate of Exemption based on new construction. The tenant in the subject unit, Ms. Attarzadeh, was notified of the Landlord Petition and timely filed a Tenant Response.

Because both cases involve the same parties and the same subject property, they were consolidated into a single hearing.

ISSUES

- (1) Is the subject unit exempt from the jurisdiction of the Rent Adjustment Program?
- (2) If not exempt, is the rent increase a valid rent increase?
- (3) If not exempt, have the housing services been decreased and, if so, by what amount?

EVIDENCE

The owner testified that a prior tenant rented the subject unit from 2010 to about September or October of 2012, shortly before the current tenant moved into the unit. The prior tenant moved out voluntarily because he purchased a property. The current tenant moved into the property on October 25, 2012. It is not disputed that the subject property is a single condominium located on the 10th floor of the residential condominium complex.

The owner testified that she purchased one single condominium from the developer, and that there were no outstanding violations of building, housing, fire or safety codes prior to the current tenancy. This evidence was not disputed.

The following documents were admitted into evidence:

1. Certificate of Occupancy for 222 Broadway, 10th Story, issued on September 2, 2009, described as a residential condominium, final inspection approved on 12/19/2008- Exhibit A;
2. Grant Deed, showing Shuzu Lin as the owner of the condominium Unit 1002, with Assessor's Parcel No. 001-0250-002 – Exhibit B;
3. Alameda County Secured Property Tax Statement for 222 Broadway #1002, showing the owner's name, property address and corresponding assessor parcel number – Exhibit C.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Exemption

The Rent Ordinance exempts certain single family residences and condominiums pursuant to the Costa-Hawkins Act, California Civil Code §1954.52¹ and also certain dwelling units which were newly constructed and received a certificate of occupancy on or after January 1, 1983.²

The entire residential condominium complex 222 Broadway was constructed in 2008, and the certificate of occupancy was issued in 2009. The owner purchased a single unit in the complex, a condominium that can be sold separately.

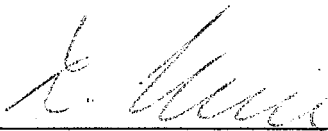
Because the owner has met the requirements of the Rent Ordinance and Costa-Hawkins Act, the subject unit #1002 is exempt from the Rent Ordinance. Therefore, it is not necessary to consider other issues in this case.

ORDER

1. The Owner Petition L15-0060 is granted. The subject unit #1002 is exempt from the City of Oakland Rent Adjustment Ordinance as new construction.
2. The Tenant Petition T15-0269 is denied.
3. A certificate of exemption for the subject building shall be issued upon expiration of the appeal period.

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

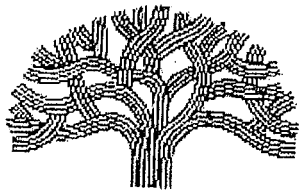
Dated: March 16, 2016



Linda M. Moroz, Hearing Officer
City of Oakland Rent Adjustment Program

¹ O.M.C. §8.22.030(A)(7)

² O.M.C. Section 8.22.030 (A)(5)



**CITY OF OAKLAND
RENT ADJUSTMENT
PROGRAM**

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

for Date Stamp Only
2015 NOV 19 PM 2:20

CASE NUMBER L15-0060

Tenant Response

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

Your Name LEILA ATTARZADEH	Complete Address (with Zip Code) 222 BROADWAY # 1002 OAKLAND, CA 94607	Telephone Day (510) 725-5733 Evening (510) 725-5733
Your Representative's Name DAVID H. BREMER	Complete Address (with Zip Code) MONTY, WHITE, LLP 1000 FOURTH STREET SAN RAFAEL, CA 94901	Telephone Day (415) 492-0342 Evening (415) 492-0342

Are you current on your rent? Yes No

Number of Units in this Building: 134

Rental History

Date you entered into the Rental Agreement for this unit: Nov. 1, 2012

Date you moved into this unit: Oct. 25, 2012

Is your rent subsidized or controlled by any government agency, including HUD (Section 8)?

Initial Rent: \$ 2,150 Yes No

Initial rent included (please check all that apply) () Gas
() Electricity (x) Water (x) Garbage (x) Parking (x) Storage () Cable TV () Other (please specify)

Did you receive the City of Oakland's NOTICE TO TENANTS at any time during your tenancy in this unit?

Yes No

Please list the date you first received the Notice to Tenants _____

List all increases your received. Begin with the most recent and work backwards. Attach most recent rent increase notice. If you need additional space please attach another sheet.

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?
		From	To	
11/4/14	3/1/15	\$ 2,200.00	\$ 2,400.00	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7/2/14	10/1/14	\$ 2,150.00	\$ 2,200.00	<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

Contested Justification(s) for Rent Increase

See attachments

Please attach a brief statement explaining why the landlord is not entitled to the proposed increase. The legal justifications are Banking, Capital Improvements, Increased Housing Service Costs, Debt Service, Uninsured Repair Costs, and Necessary to Meet Constitutional Fair Return requirements.

Banking	No	Debt Service	No
Capital Improvement	No	Uninsured Repair Costs	No
Increased Housing Service Costs	No	Constitutional Fair Return	No

For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations on the City of Oakland web site. You can get additional information and copies of the Ordinance and Regulations from the Rent Program office in person or by phoning (510) 238-3721.

The property owner has the burden of proving the contested rent increase is justified. If the landlord is claiming the unit is exempt from the Rent Adjustment Ordinance, do you contest the claim of exemption? Yes No

Verification

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.

Leila Attarzadeh
Tenant's Signature

Nov. 18, 2015
Date

Tenant's Signature

Date

¹ <http://www.oaklandnet.com/government/hcd/rentboard/ordinance.html>
¹ <http://www.oaklandnet.com/government/hcd/rentboard/rules.html>

Important Information

This form must be received at the following address within the time limits prescribed by Oakland Municipal Code, Chapter 8.22. City of Oakland, Housing Residential Rent Relocation Board, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. For more information, please call 510 238 3721. **You cannot get an extension of time to file your Response by telephone.**

File Review

You should have received with this letter a copy of the landlord petition.

Copies of attachments to the petition will not be sent to you. However, you may review these in the Rent Program office. Files are available for review by appointment.

For an appointment to review a file call (510) 238-3721.

MEDIATION PROGRAM

If you are interested in submitting your dispute to mediation, please read the following information carefully. Voluntary mediation of rent disputes is available to all parties involved in Rent Adjustment proceedings. Mediation is an entirely voluntary process to assist you in reaching an agreement with your tenant. Mediation will be scheduled only if both parties agree and after your response has been filed with the Rent Adjustment Program.

You may elect to use a Rent Adjustment Program staff Hearing Officer acting as mediator or an outside mediator. Staff Hearing Officers are available to conduct mediation free of charge. 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. If you are unable to resolve your dispute after a good faith attempt at mediation, you will be given a priority hearing presided over by a Hearing Officer who was not your

If you want to submit your case to mediation, please check the appropriate box and si

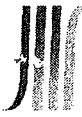
- I agree to have my case mediated by a Rent Adjustment Program Staff Hearing Officer (no charge).
- I agree to have my case mediated by an Outside Mediator (fees to be paid by the parties).

Tenant's Signature (for Mediation Request)

Date

Tenant's Signature (for Mediation Request)

Date



2015 NOV 19 PM 2:20

November 18, 2015

VIA PERSONAL DELIVERY

Linda M. Moroz
Hearing Officer, Rent Adjustment Program
250 Frank H. Ogawa Plaza, Suite 5313
Oakland, CA 94612

RE: Case No. T15-0269 (Attarzadeh v. Lin)
Case No. L15-0060 (Lin v. Tenant)
Property Address: 222 Broadway #1002, Oakland, CA 94607

Dear Ms. Moroz:

This is in response to the Landlord Petition for Certificate of Exemption filed by Ms. Lin on October 8, 2015, the Notice of Hearing on that Petition for February 16, 2016, as served on October 16, 2015, and your Order to Consolidate Cases regarding Ms. Attarzadeh's original Tenant Petition with the Landlord Petition for the scheduled hearing date of February 16, 2016.

Enclosed is the original Tenant Response as executed by Ms. Attarzadeh on November 18, 2015, together with attachments.

It should be noted that the documents filed by Ms. Lin prior to the hearing that was held on September 29, 2015, and the same documents attached by Ms. Lin to her Landlord Petition, fail to prove that Ms. Lin is the owner of the condominium unit in question. The Certificate of Occupancy for 222 Broadway provided by Ms. Lin simply reflects that it was issued on September 2, 2009, to the property owner Molasky Pacific. The Grant Deed provided by Ms. Lin is simply a correction of name deed that reflects that "Shuzu Lin, an unmarried woman who acquired title as Shu Zu Lin, an unmarried woman" made a conveyance to "Shuzu Lin, an unmarried woman." This deed is dated August 15, 2012, and it does not reflect the manner in which the condominium unit in question was acquired by or is owned by Ms. Lin.

Although Ms. Lin claims that she owns the condominium unit in question, and of course she has leased the unit to Ms. Attarzadeh, there remains no proof as to how and when Ms. Lin purportedly acquired the unit in question.

Furthermore, Ms. Lin has a duty to mitigate her damages under California law. As she admitted before you at the hearing of September 29, 2015, she refuses to cash the rent checks proffered to her by Ms. Attarzadeh. Accordingly, Ms. Lin cannot be heard to complain that she has suffered damages in any way associated with the tendering of rent monies by Ms. Attarzadeh, who has acted in good faith throughout this proceeding.

Linda M. Moroz
November 18, 2015

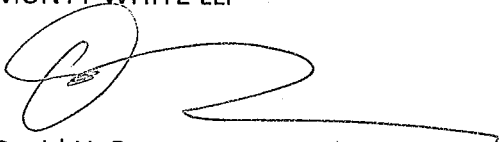
Page 2

Ms. Attarzadeh reserves the right to offer further written and oral testimony at the consolidated hearing of these matters on February 16, 2016.

As a matter of courtesy, I have forwarded copies of Ms. Attarzadeh's Tenant Response with attachments, together with this letter, to Ms. Lin and her representative Hsiao-Ching Chen.

Very truly yours,

MONTY WHITE LLP

A handwritten signature in black ink, appearing to be 'D. Bremer', with a long horizontal flourish extending to the right.

David H. Bremer

Enclosures

cc: Shu Zu Lin
Hsiao-Ching Chen
Leila Attarzadeh

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III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES

Tenant Petition: Lella Attarzadeh

Outline of decreased services and retaliatory rent increase following notification of change in conditions in the form of security of unit, safety, and right to quiet enjoyment:

- Problems with excessive off-hours noise (impact tools, drills, etc.) began a few months into my lease, in early 2013, which I brought to the attention of on-site management, as well as to the owner of the unit; these issues continue;
- Some attempts to investigate this were made, however these issues were never completely resolved (I was asked to record, document, etc., which I presented to the owner);
- The owner had originally encouraged me to keep a key in the building's secure lockbox (in the event of a lock-out, etc.);
- In March 2013 the lock box key was mysteriously removed (no work order, no emergency, no notification of scheduled work);
- I contacted on-site management and was first told it was a mistake, that no one accessed the unit, then I returned home to obvious evidence someone had been inside, I called again, eventually I was told that yes, someone had gone in;
- I made numerous requests for evidence of the time stamp of the key being returned (there is an online system to track when the lockbox has been accessed, and residents can view their log);
- No one could produce a work order, evidence of reason for access, or proof of how long the key had been checked out. In other words, the key could have changed hands, etc., traveled outside of the building, etc., and there was no record of this;
- A security guard at the building told me that my tenant record had been erased;
- One staff member acknowledged a "security breach";
- I spoke with the manager of the building, the owner, and members of the HOA's board of directors;
- The landlord wrote to management and told me to "remove the spare key from the lockbox";
- This issue (and subsequent safety concerns) and the noise issue were never completely answered/resolved;
- In 2014, in the midst of continued noise, unresolved access issues, etc., I began receiving numerous requests to access the unit to make a mystery inspection to vents/ducts;
- For each of these I took time off of work, submitted required photographs, etc., since I could no longer leave a key onsite;
- After being told following the Spring 2014 security breach to "just reclaim the lockbox key (and not be forced to "just leave a key at the desk)," a crew, supervised by building management forcibly and illegally entered the unit with a locksmith for no necessary reason, while I was at work, and without making arrangements with me.
- Inspections continued through November 2014, and included "inspections" for repairs that never took place, including, but not limited to "sprinklers," "sprinkler systems," and "vents";
- The night before another vent inspection was to take place, I received an e-mail that it had been canceled (I had requested time off from work);
- In October I requested a face-to-face meeting with my landlord, so that we could diplomatically discuss the issues that were not being addressed, and for which I was not being taken seriously by the building;

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- My landlord stated on 10/19/14 that she would request sufficient advance notice for necessary entry into the unit, and also stated that the \$50 rent increase would be all that would change for the next twelve months, and that there would be no lease to sign, that I "could count on this";
- The purpose of this meeting was to outline a plan to resolve the continuing problems at the building so that I could live here peacefully;
- My landlord repeatedly stated that she "didn't think she should have to deal with this," that she didn't appreciate having to spend her time resolving this with me, etc.;
- I was very cautious, because my sense was that her frustration was misguided; however, after talking to multiple owners in the building, it was becoming imperative that she advocate on behalf of me -- her tenant -- which she had not been consistently and actively doing (she relied on me to just resolve these issues myself, but I was not taken seriously by the staff or management of the building);
- On 11/4/14 I received another notification of an additional rent increase, to go into effect on 3/1/15 (\$2,400);
- Two requests for additional access to the unit in February 2015 were then made, one without the agreed-upon amount of notification;
- I have accommodated many access requests for which I am not comfortable allowing a key to be left (due to an unresolved security breach described above), thereby requiring my taking time off from work;
- I received a rent increase in October 2014, and then within weeks of discussing ongoing problems at the building with my landlord, I was served notice of an additional increase, which is retaliatory;
- I do not believe that my landlord has fulfilled her obligations as a landlord, including an agreed upon plan following a security breach, and I have been very patient with substandard situations due to fear of additional retaliation in the form of unreasonable rent increases, forcing me to leave my apartment and creating additional hardship.

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CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
 250 Frank H. Ogawa Plaza, Suite 5313
 Oakland, CA 94612
 (510) 238-3721

For date stamp.

RECEIVED

OCT - 8 2015

LANDLORD PETITION
FOR CERTIFICATE OF EXEMPTION
(OMC §8.22.030.B)

Please Fill Out This Form Completely As You Can. Failure to provide needed information may result in your petition being rejected or delayed. Attach to this petition copies of the documents that prove your claim. Before completing this petition, please read the Rent Adjustment Ordinance, section 8.22.030. A hearing is required in all cases even if uncontested or irrefutable.

Section 1. Basic Information

Your Name Shu Zu Lim		Complete Address (with zip code) 636 Fan Tail way # 908 Redwood city, CA 94063		Telephone Day: 510-813 1296
Your Representative's Name Hsiao-Ching Chen		Complete Address (with zip code) 835 Rollin Street South Pasadena CA 91030		Telephone Day: 213-5093044
Property Address 222 Broadway #1002, Oakland CA 94607				Total number of units in bldg or parcel. 1
Type of units (circle one)	Single Family Residence (SFR)	<u>Condominium</u>		Apartment or Room
If an SFR or condominium, can the unit be sold and deeded separately from all other units on the property?		<u>Yes</u>		No

Section 2. Tenants. You must attach a list of the names and addresses, with unit numbers, of all tenants residing in the unit/building you are claiming is exempt. *Leila Attarzadeh*

222 Broadway #1002, Oakland CA 94607

Section 3. Claim(s) of Exemption: A Certificate of Exemption may be granted **only** for dwelling units that are **permanently** exempt from the Rent Adjustment Ordinance.

New Construction: This may apply to individual units. The unit was newly constructed and a certification of occupancy was issued for it on or after January 1, 1983.

Substantial Rehabilitation: This applies only to entire buildings. An owner must have spent a minimum of fifty (50) percent of the average basic cost for new construction for a rehabilitation project. The average basic cost for new construction is determined using tables issued by the Chief Building Inspector applicable for the time period when the Substantial Rehabilitation was completed.

Single-Family or Condominium (Costa-Hawkins): Applies to Single Family Residences and condominiums only. If claiming exemption under the Costa-Hawkins Rental Housing Act (Civ. C. §1954.50, et seq.), 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 a notice of rent increase under 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?
8. When did the tenant move into the unit?

I (We) petition for exemption on the following grounds (Check all that apply):

<input checked="" type="checkbox"/>	New Construction
<input type="checkbox"/>	Substantial Rehabilitation
<input type="checkbox"/>	Single Family Residence or Condominium (Costa-Hawkins)

Section 4. Verification Each petitioner must sign this section.

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



Owner's Signature

9/30/2015

Date

Owner's Signature

Date

Important Information

Burden of Proof The burden of proving and producing evidence for the exemption is on the Owner. A Certificate of Exemption is a final determination of exemption absent fraud or mistake.

File Review Your tenant(s) will be given the opportunity to file a response to this petition within 35 days of notification by the Rent Adjustment Program. You will be sent a copy of the tenant's Response. Copies of attachments to the Response form will not be sent to you. However, you may review any attachments in the Rent Program Office. Files are available for review by appointment only. For an appointment to review a file, call (510) 238-3721. Please allow six weeks from the date of filing for notification processing and expiration of the tenant's response time before scheduling a file review.

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

For filing stamp: RENT ADJUSTMENT PROGRAM

2015 JUN -5 PM 12:21

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

CASE NUMBER T15-0269

OWNER RESPONSE

Please print legibly.

Your Name <i>Shu Zu Lin</i>	Complete Address (with zip code) <i>636 Fan Tail way #908 Redwood city CA 94063</i>	Phone: <i>510-813-1296</i> Email: <i>nicole.lin@hotmail.com</i>
Your Representative's Name (if any)	Complete Address (with zip code)	Phone: _____ Fax: _____ Email: _____
Tenant(s) name(s) <i>Leila Attarzadeh</i>	Complete Address (with zip code) <i>222 Broadway #1002 Oakland CA 94607</i>	

Have you paid for your Oakland Business License? Yes No Number 28022247
(Provide proof of payment.)

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

There are one residential units in the subject building. I acquired the building on 10/29/2009

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

I. RENTAL HISTORY

The tenant moved into the rental unit on 10/25/2012

The tenant's initial rent including all services provided was \$ 2150 / 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 *(60-day vacate due 5/31/2015)*

✓ If you believe your unit is exempt from Rent Adjustment you may skip to **Section IV. EXEMPTION**. *- waiting for tenant to move out - not accepting rent beyond 5/31/2015. - Holdover tenant* **Yes, exempted.**

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

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

Date Notice Given (mo/day/year)	Date Increase Effective (mo/day/year)	Amount Rent Increased		Did you provide NOTICE TO TENANTS with the notice of rent increase?
		From	To	
11/04/2014	03/01/2015	\$ 2200	\$ 2400	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
07/02/2014	10/01/2014	\$ 2150	\$ 2200	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No

II. JUSTIFICATION FOR RENT INCREASE

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

<u>Date of Increase</u>	Banking (deferred annual increases)	Increased Housing Service Costs	Capital Improvements	Uninsured Repair Costs	Fair Return	Debt Service (if purchased before 4/1/14)
03/01/2015	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10/01/2014	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

III. DECREASED HOUSING SERVICES

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

IV. EXEMPTION

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

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

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

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

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

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

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

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

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

V. IMPORTANT INFORMATION

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

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

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

VI. VERIFICATION

Owner must sign here:

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



6/4/2015

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

Case Number: T15-0269
 Property Owner: Shuzu (Nicole) Lin
 Rental Property Address: 222 Broad Way #1002, Oakland CA 94607 (Ellington Building)
 Re: Tenant/Petitioner, Leila Attarzadeh

Exemption

This property is constructed after 1983 and thus exempted from Oakland Rent Adjustment and Just Cause for Eviction Ordinances. Attachment I is a copy of the Certificate of Occupancy for the property "Ellington Building."

Rent increase

Ms. Attarzadeh's lease agreement became month-to-month on November 1, 2013 upon the expiration of the original lease agreement for the 11/1/2012-10/31/2013 period. California law requires a 30-day notice for rent increase less than 10% and a 60-day notice if more than 10%. (Same information is included in Ms. Attarzadeh's petition.)

Notice Date	Effective Date	Rent Increase
11/04/2014	03/01/2015	From \$2,200 to \$2,400 (less than 10%)
07/02/2014	10/01/2014	From \$2,150 to \$2,200 (less than 10%)
(original lease)	11/01/2012	\$2,150

Below is a schedule outlining the amount in dispute for your reference:

Months Covered in Petition	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Total
Rent Amount	2,150	2,150	2,150	2,200	2,200	2,200	2,200	2,200	2,400	2,400	2,400	24,650
Tenant Paid	2,150	2,150	2,150	2,200	2,200	2,200	2,200	2,200	2,350	2,200	2,200	24,200
Amount in Dispute												\$450

Tenancy Termination

Although it may not be directly under the authority of the Rent Adjustment Board, I would like to touch upon the tenancy termination. Because Ellington is exempted from the City's Just Cause Eviction Ordinance, California law requires landlord to give a 60-day Notice to terminate a month-to-month tenancy if the tenant has resided on site for more than one year. Notice (Attachment II) was given to Ms. Attarzadeh via certified mail on March 24, 2015 to end the month-to-month tenancy on May 31, 2015. To this date, Ms. Attarzadeh remains possession of my property.

HOA Issues

Repairs/Services

All residents must comply with Ellington HOA CC&Rs and the HOA is responsible for building maintenance and has legal rights to entering units to make repairs with a 3-day notice. Ms. Attarzadeh was informed of HOA's legal right and duties and agreed to it when she moved into the building. Whenever necessary, I work diligently with HOA for resolution when Ms. Attarzadeh complained about HOA accessing the unit for repairs.

Nevertheless, I continue working with Ms. Attarzadeh to facilitate the required HOA repairs. We are in the process of scheduling a mandatory washer hose replacement by June 15, 2015.

Noise

HOA had sent formal building wide letters to ask all residences keep their noise level reasonable and announcements to remind all residences to stick with the approved construction hours (Attachment III sample letters and notices).

Security/Key

For her personal convenience, Ms. Attarzadeh previously left a copy of key with front desk when she accidentally locked herself out once. I recommended that she withdraw the key and to only leave her key with front desk to accommodate scheduled repairs if she was unable to comply after receiving HOA notices. I also offered to be on site to oversee repairs when she could not be present for the repair work.

T15-0269 MS/BKB/LM

CITY OF OAKLAND
CPI ADJUSTMENT
CPI ARBITRATION PROGRAM

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM Mail To: P. O. Box 70243 Oakland, California 94612-0243 (510) 238-3721	For date stamp. 2015 MAY 26 AM 11:34
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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 LEILA ATTARZADEH	Rental Address (with zip code) 222 BROADWAY #1002 OAKLAND, CA 94607	Telephone 510.725.5733
Your Representative's Name DAVID H. BREMER	Mailing Address (with zip code) 1000 FOURTH STREET SUITE 425 SAN RAFAEL, CA 94901	Telephone 415.453.1010
Property Owner(s) name(s) NICOLE LIN	Mailing Address (with zip code) 636 FAN TAIL WAY UNIT 908 REDWOOD CITY, CA 94063	Telephone 510.813.1296

Number of units on the property: 134, OWNER OWNS 1

Type of unit you rent (circle one)	House	<input checked="" type="radio"/> Condominium	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. **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 checked="" type="checkbox"/>	(b) The owner did not give me a summary of the justification(s) for the increase despite my written request.
<input type="checkbox"/>	(c) The rent was raised <u>illegally</u> after the unit was vacated (Costa-Hawkins violation).
<input checked="" type="checkbox"/>	(d) No written notice of Rent Program was given to me together with the notice of increase(s) I am contesting. (Only for increases noticed after July 26, 2000.)
<input checked="" type="checkbox"/>	(e) A City of Oakland form notice of the existence of the Rent Program was not given to me at least six months before the effective date of the rent increase(s) I am contesting.
<input checked="" type="checkbox"/>	(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 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: 10/25/12 Initial Rent: \$ 2,150 /month

Lease began 11/1/12

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

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

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

Date Notice Served (mo/day/year)	Date Increase Effective (mo/day/year)	Amount Rent Increased		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
11/4/14	3/1/15	\$ 2200	\$ 2400	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7/2/14	10/1/14	\$ 2150	\$ 2200	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

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

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.

SEE ATTACHED

- 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.

Leila Attarzadeh
Tenant's Signature

22 May 2015
Date

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

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

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

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

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

Tenant's Signature

Date

VI. IMPORTANT INFORMATION:

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

File Review

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

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

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

III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES

DEPT. OF
CITY OF OAKLAND
CIT ARBITRATION PROGRAM

2015 MAY 26 AM 11:49

Tenant Petition: Leila Attarzadeh

Outline of decreased services and retaliatory rent increase following notification of change in conditions in the form of security of unit, safety, and right to quiet enjoyment:

- Problems with excessive off-hours noise (impact tools, drills, etc.) began a few months into my lease, in early 2013, which I brought to the attention of on-site management, as well as to the owner of the unit; these issues continue;
- Some attempts to investigate this were made, however these issues were never completely resolved (I was asked to record, document, etc., which I presented to the owner);
- The owner had originally encouraged me to keep a key in the building's secure lockbox (in the event of a lock-out, etc.);
- In March 2013 the lock box key was mysteriously removed (no work order, no emergency, no notification of scheduled work);
- I contacted on-site management and was first told it was a mistake, that no one accessed the unit, then I returned home to obvious evidence someone had been inside, I called again, eventually I was told that yes, someone had gone in;
- I made numerous requests for evidence of the time stamp of the key being returned (there is an online system to track when the lockbox has been accessed, and residents can view their log);
- No one could produce a work order, evidence of reason for access, or proof of how long the key had been checked out. In other words, the key could have changed hands, etc., traveled outside of the building, etc., and there was no record of this;
- A security guard at the building told me that my tenant record had been erased;
- One staff member acknowledged a "security breach";
- I spoke with the manager of the building, the owner, and members of the HOA's board of directors;
- The landlord wrote to management and told me to "remove the spare key from the lockbox";
- This issue (and subsequent safety concerns) and the noise issue were never completely answered/resolved;
- In 2014, in the midst of continued noise, unresolved access issues, etc., I began receiving numerous requests to access the unit to make a mystery inspection to vents/ducts;
- For each of these I took time off of work, submitted required photographs, etc., since I could no longer leave a key onsite;
- After being told following the Spring 2014 security breach to "just reclaim the lockbox key (and not be forced to "just leave a key at the desk)," a crew, supervised by building management forcibly and illegally entered the unit with a locksmith for no necessary reason, while I was at work, and without making arrangements with me.
- Inspections continued through November 2014, and included "inspections" for repairs that never took place, including, but not limited to "sprinklers," "sprinkler systems," and "vents";
- The night before another vent inspection was to take place, I received an e-mail that it had been canceled (I had requested time off from work);
- In October I requested a face-to-face meeting with my landlord, so that we could diplomatically discuss the issues that were not being addressed, and for which I was not being taken seriously by the building;

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- My landlord stated on 10/19/14 that she would request sufficient advance notice for necessary entry into the unit, and also stated that the \$50 rent increase would be all that would change for the next twelve months, and that there would be no lease to sign, that I "could count on this";
- The purpose of this meeting was to outline a plan to resolve the continuing problems at the building so that I could live here peacefully;
- My landlord repeatedly stated that she "didn't think she should have to deal with this," that she didn't appreciate having to spend her time resolving this with me, etc.;
- I was very cautious, because my sense was that her frustration was misguided; however, after talking to multiple owners in the building, it was becoming imperative that she advocate on behalf of me -- her tenant -- which she had not been consistently and actively doing (she relied on me to just resolve these issues myself, but I was not taken seriously by the staff or management of the building);
- On 11/4/14 I received another notification of an additional rent increase, to go into effect on 3/1/15 (\$2,400);
- Two requests for additional access to the unit in February 2015 were then made, one without the agreed-upon amount of notification;
- I have accommodated many access requests for which I am not comfortable allowing a key to be left (due to an unresolved security breach described above), thereby requiring my taking time off from work;
- I received a rent increase in October 2014, and then within weeks of discussing ongoing problems at the building with my landlord, I was served notice of an additional increase, which is retaliatory;
- I do not believe that my landlord has fulfilled her obligations as a landlord, including an agreed upon plan following a security breach, and I have been very patient with substandard situations due to fear of additional retaliation in the form of unreasonable rent increases, forcing me to leave my apartment and creating additional hardship.

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CHRONOLOGICAL CASE REPORT

Case No.: T16-0076
Case Name: Lee v. Millar
Property Address: 848 Erie Street, #2, Oakland, CA
Parties: Mary E. Lee (Tenant)
Bruce Millar (Previous Property Owner)
Mynd Management (Agent for new Owner)

TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	February 5, 2016
Owner Response filed	March 17, 2016
Hearing Decision issued	June 17, 2016
Tenant Appeal filed	July 6, 2016

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City of Oakland
Residential Rent Adjustment Program
50 Frank Ogawa Plaza, Suite 5313
Oakland, California 94612
(415) 238-3721

APPEAL

Petitioner's Name
MARY E. LEE

Landlord Tenant

Property Address (Include Unit Number)
**848 ERIE ST., #2
OAKLAND, CA 94610-2205**

Petitioner's Mailing Address (For receipt of notices)
SAME AS ABOVE

Case Number
716-0076

Date of Decision appealed
6/17/16

Name of Representative (if any)

Representative's Mailing Address (For notices)

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

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

7. Other. You must attach a detailed explanation of your grounds for appeal. Submissions to the Board are limited to 25 pages from each party. Number of pages attached . Please number attached pages consecutively.

8. **You must serve a copy of your appeal on the opposing party(ies) or your appeal may be dismissed.** I declare under penalty of perjury under the laws of the State of California that on July 6, 2006, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

Name	<i>Bruce G. Miller</i>
Address	<i>P. O. Box 11165</i>
City, State Zip	<i>Oakland, Ca. 94611</i>
Name	
Address	
City, State Zip	

<i>Mary E. Lee</i>	<i>July 6, 2016</i>
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.

Mary E. Lee vs. Bruce G. Millar Case #T16-0076 (appeal)

I am appealing the decision based on many reasons;

I was not given an opportunity to review all evidence. The hearing officer error over my objections. Please review the pictures that I had provided as evidence. Please review the taped session of the hearing. I was allowed to testify generally.

- 1) The decision is inconsistent with **OMC Chapter 8.22, Rent Board Regulations or prior decisions of the Board.**
- a) This is in **OMC Chapter 8.22090 A. Tenant Petitions. V. The owner decreased housing services to the tenant.**

I was left without an oven since June 25, 2014. As previously stated PG&E was working on something to do with Smart meters and ultimately had to turn off my gas for reasons related to their gas line not working properly. When the workers came in to relight my oven, they could not get it to re-light (I suppose because the Kelvinator-Montgomery Ward's stove has been there since before 1974) due its age. As a result, they gave a notice so that I could file a claim to have one of their contractors relight it. However, upon filing the claim form, when it was discovered that I was actually the tenant rather than the owner, PG&E referred me to give the notice to the landlord, which I did the next day. Mr. Bruce G. Millar never re-light it and said that he could get one of his men to do it; he didn't need PG&E's contractors. However, he never followed through.

On September 26, 2014, Mr. Bruce G. Millar came into my apartment without notice or announcement, I suppose because his worker were demolishing my deck. The deck is located through my living room. To enter my kitchen mean he went clear out of his way to get to the kitchen, which was nowhere near the deck. He went clear out of his way to enter the dining room and then the kitchen, which is located in the middle of the building and going away from the deck. As it is, my upstairs neighbor whose familiar with construction work says the workers should have never came tromping through my living room and upon my carpeting to get to the deck. This could have been done from the outside.

This stove was cleaned at the time. Contrary to the hearing officer's misunderstanding of the PG&E's hazard notice written of grease and debris in an area of an old stove in which I could not get into to clean. This was under the burners. The stove had been cleaned, except that I cannot get under the old stove's range top to get under the grating, (which was not removable) to be able clean below it. The PG&E guy says that I am not supposed to get under there to clean it, that this was the landlord's responsibility and that he

knows because his dad own property in Berkeley. He then says that he will write up the hazard notice for the land lord to replace the stove with a new one and that he will buy me a dinner of my choice. He also took off the nut to the gas line when he learned through my surmising that it must have been the landlord who turned off the gas.

The pilot light to the stove's range top had already been turned off to conserve on the gas usage. I use a match to light each burner.

Mr. Millar had just been sent, from the City of Oakland, a week prior, a notice of my filing a claim with the Rent Assistance Program, due to an unfair rent raise.

Your landlord cannot lock you out or shut off your utilities without going through a legal process.

My landlord did not notify me during, prior nor answered my phone calls on Sunday, September 28, 2014, the day after being out for my birthday about turning off the gas. His workers then verified this to me and saying that wasn't the right thing to do. On that Sunday, when I was ready to use the stove with marinated salmon ready for steaming. I had called him three times and then leaving messages, of which there were no returned phone call nor returns to my messages.

The pictures provided during the hearing in which I objected to the dates and the hearing officer error and ignored me and then instantly took the pictures away from me, where no pictures of the current condition of that stove. Those were illegally gotten pictures of which I had told Benjamin Scott (board member of the Rent Arbitration Board) and Connie Taylor (Manager of the Rent Assistance Program) that these were not legitimate pictures and they had no right to use it. They were ill gotten pictures; they were not authorized to take pictures in my apartment without asking for permission. They were taken before Mr. Bruce G. Millar owned this building.

The living room was purposefully blocked off with my shopping cart so that no entry could be made other than to go to the bedroom. They had given short notice for a seemingly puzzling entry, on a Sunday, when the window had previously been reviewed. There was no written 24 notice and it was expressly to view the old broken window that was taped up by packaging tape for decades. Yet, while the previous landlord and I were waiting for Mr. Scott by the window, Mr. Scott apparently broke through my shopping cart and ran throughout the apartment without my permission, snapping pictures throughout. I feel

disrespected and invaded. I called Connie Taylor, very shortly thereafter and reported this, making sure that the pictures were not to be used and personally called Benjamin Scott at his business notifying him of the same. Yet Mr. Millar will now use these pictures and then changed his dates to reflect 2015 in July and August, of which he never entered my apartment then.

- a) After, he receives the notice for rent adjustment program's hearing, he his demeanor had changed. He was no longer speaking to me, his worker kept my second set of keys, never returning them to me, after I had lent it to him in effort to save him time and effort; his workers took my brand new broom O'Cedar broom without my consent and used it to sweep concrete, on the outside, when this is a house broom.
- b) Out of nowhere, I would get a written note, saying that he is not retaliating, that he has been speaking to me by phone and otherwise, when what he is stating is totaling to the contrary of his actions or inactions. These letters that are written appear to be a way of providing a paper trail for himself, although, they **state that he is calling and speaking to me when he is not!** He's written a letter to say that he is not retaliation against my RAP claim when he been calling me, talking to me and etc. when he hasn't returned my phone calls nor called me, or even spoken to me during that period.
- c) While, I was cleaning up the living room and needed another week or so, he would then write yet another letter telling me to clean up, while I am in the act of cleaning up. They are baseless, strange at the time and is made to fabricate a scenario to implicate me of my home for his benefit. This is so mean and this is so hard for me to fight and keep up with. I can't keep up with this man many ways of exaggerating his good works and his exaggerations of my bad ways. As a neighbor had said, it's been clear that you have been in a rut and depressed and have been through hard time, rather than be compassionate and of help, he is out to destroy me.
- d) Recently, I went to Just Cause for assistance and found that they have him in their computer. I was told by the front desk person that if he is in their computers, this means that he is a very terrible landlord. He apparently has many real estate properties, all over the bay area and beyond. At the outset of his ownership, the neighbors had found a newspaper article, in which the Eviction Defense Center were seeking volunteers to picket his home and to call him for an eviction. The neighbors had also discovered that he is well known in the real estate world as being a very bad landlord.
- e) Previous to Mr. Millar owning this property, he was already on the property tearing down signs. When I told Benjamin Scott, board member at Rent Adjustment, he did not believe me. However, after I had asked Mr. Millar and

he confirmed his being here, then I again told Mr. Scott, who then answered, "Not to ethical is he?" There is more to come in this matter in relation to the evidence Mr. Millar produced at the hearing, in which I contested.

- f) December 22, 2015-Bruce G. Millar refused to fix kitchen pipe leak which flooded the kitchen floor. The Code Compliance officer wanted to speak with the landlord first, so I gave Mr. Millar's phone number. Upon this conversation, Mr. Shintz did not spend even 60 seconds in my apartment nor look at the pipe. Instead he kept saying that, "you're going to get evicted!" This happened on Christmas Eve, which left me very depressed and in bed all day without being able to fix anything to eat, despite being very hungry. At the urging of a friend, I went to Church for the Christmas Caroling, which helped greatly.

- g) Mr. Shintz contacted Adult Protective Services to help me. Adult Protective Services, Taurus and Stephanie (Supervision) was very helpful and supportive and said that my apartment is considered uninhabitable since Mr. Millar left me without a cooking appliance for two years. They had seen my apartment and advised me to **not move**. They had believed that Mr. Millar was going to knock out the kitchen cabinet and replace them and the kitchen tiling that had been there forever and was chipping. However this was not done, yet Mr. Millar would call this a renovation. Contrary to Mr. Miller's letter, again, he grossly exaggerated and turns the situation around to make himself look shiny and be damming to me, he claims that apartment has been condemned. I don't believe the apartment has been condemned, however Adult Protective Services got approval of their supervisor to be a witnesses on my behalf in court, should we needed to go with the Eviction Defense Center.

- h) Based on my reading of Mr. Millar's letter to the Rent Adjustment Program in defense of himself, he claims that the apartment was condemned (13P-Landlord evidence as produced during hearing). It was never condemned! He should know when it is condemned. He is very familiar with real estate, I am not! He then twist and with a big strength of his imagination falsely claims that the Supervisor, Stephanie at Adult Protective Services and her worker Taurus Johnson was claiming that the state of my apartment was uninhabitable. **They were not!** They were making reference to the stove being unusable as did other acquaintances who owns lots of property, to be without a stove for two years leaves the apartment uninhabitable. It's ironic, that Mr. Millar would choose to turn off the stove in September when it was cleaned, although right after a claim filed with the RAP rather than other times.

- i) Additionally, the refrigerator was purchased with my own funds. Mr. Millar had no right to neither take pictures of that nor even open it, as he has. More importantly, he donated my refrigerator for this refurbished used refrigerator that is more than **3 years old**. It initially did not work and perished my new good food and ice cream until I called and had them fix it in March 2016. He traded my refrigerator in for this one, without my permission. Is this nerve or what? He does not honor boundaries. Then on the day that the refurbished one was to be delivered, I could not stay home due to Mr. Millar's worker Francisco's hostility and physical abuse. I had told Santos (the other worker) to have the food from the old refrigerator moved into the new one. However, Mr. Millar took all of that food.

- j) By the way, the new stove that Mr. Millar furnished is a 2012 stove purchased in 2016. I do appreciate this refurbished refrigerator and stove though. It is just Mr. Millar's unethical presentation of his evidence and ill gotten means of achieving it.

- k) In June 2015, I would get a letter from Mr. Millar's attorney and then again in July duplicating the same letter, only the cover letter changes a bit. I responded by writing Mr. Millar's attorney with a long letter detailing my experience during my tenancy and Mr. Millar's harassment. Finally, I sent a letter from my **therapist** and then from a **hoarder's group** that I was attending and doing homework for requesting more time.

- l) Although, Mr. Millar is now claiming that he has continually sent letters to me to clean up, he had not. Just the hand written letter sent to me in June 2014. Upon, that letter, I really tried to clean up and do it a little at a time, as being overwhelmed will defeat the purpose, also recommended by the Hoarder's group.

- m) During the month of August, I cleared the living room up for the workers to come in and demolish that deck, as per request of the landlord and I was timely. Whether Mr. Millar had the workers come through my living room rather than demolish the deck from the outside is a question as to whether he chose that route as a method of harassment. My neighbor whose familiar with construction work, says that the workers did not have to come through my living room and tromping through my carpeting, rather they could have demolished it from the outside.

- n) I was able to clear the living room in a timely way for the workers to come through. However, then out of the clear blue, a letter from Mr. Millar in September was out of place and served no purpose, except as a found less written documentation to serve provide written documentation to appear contrary to what I was doing. (13E, 13G - evidence item from the hearing)
- o) I then seen the attorney for the RAP, who advised me to move my things into my garage, however, Mr. Millar said that I couldn't use my garage for storage. But, he has since given my combination of my lock to a neighbor whose been storing his items in my garage alongside my car.
- p) On August 4, 2015-National night-out for neighbors, Mr. Millar would have me served with an unlawful detainer. I responded in the days after having had gone to the Eviction Defense Center.

While he was chronically complaining of my messy apartment, through his lawyers letters (although, these letters were duplications of the same letters with a few lines on the front page letter changed only) yet he will have his worker scrape the hanging paint on my living room ceiling onto my new couch with clean clothes on it. They could well contain asbestos.

(The paint chips and hangings are due to the upstairs neighbor having broken an aquarium of water and flooding my apartment and with a broken apartment washer and flooding my dining room and living room of new carpeting and furniture. [This apartment still has shared piping, which means when the neighbors hair clogs my drain, then it is upon me to clear the drains.]

- 2) Mr. Kasdin, hearing officer did not even make introductions at the beginning of the hearing and it appears that Mr. Kasdin and my landlord Mr. Bruce G. Millar has had previous encounters and is familiar with each other. This made it difficult for me, then in effort to be polite, I had to ask Mr. Kasdin for his business card in order to know whom I am speaking to (or to whom was hearing this case)
- 3) It even appeared, (though the file was upside down for me) that there was a letter in the file addressed to Mr. Kasdin written by my landlord previous to this hearing.
- 4) Mr. Kasdin allowed Caryn Millar (witness for landlord) to take apart the case file remove and put additional papers into it.
- 5) Mr. Bruce G. Millar's whole team of supporters stayed behind to speak to the hearing officer while I excused myself after the hearing ended.
- 6) During the hearing, the Mr. Kasdin allowed Mark Bitzer (BGM witness) and Bruce G. Millar to insult and demean me during the hearing.

- 7) Mr. Millar and Mr. Bitzer made these extremely exaggerated, fabricated twisted lies about me, that it has and is very difficult for me to keep up and handled, during the hearing.
 - a) These same things happen in my apartment. They arrive in two's, three's and sometimes more people, while there is just me, myself and alone. They will spread and fan out on me, at the same time. They will invade my home, (space) and get into the most personal of my spaces without reservations, consciousness, or ethics. They cause me to feel overwhelmed and upset, like I just want to cry, they are so mean and unethical and audacious! Mr. Millar seems much practiced in his practices and behaviors with his intimidation and his harassment of me.
- 8) The bulk of Mr. Millar's evidence are of Mr. Millar's creation with his mixing and crossing of dates on pictures that are illegitimately gotten. His pictures are angled in way that makes his evidence look damning for me, i.e. while the pictures looks like I have more than 2 inches of clutter, yet the space does not even measure an allowance of 24 inches. Another word, Mr. Millar's pictures are design to be damning, rather than a report of a real problem.
- 9) Mr. Millar fabricated dates of entry, when he had never made entries on the dates that he claims.
- 10) Many of the pictures were taken by a Rent Arbitration Board member who had entered my apartment to view the broken window in my bedroom when it was still under previous ownership. The areas of pictures were blocked off and the board member was not allowed to enter, yet he went rampaging throughout my apartment snapping pictures for Mr. Millar in order to complete a sale. The previous owner and the board member did not give a 24 hour written notice to come in and I had blocked off the area that was not allowed to them.



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: T16-0076, Lee v. Millar
PROPERTY ADDRESS: 848 Erie St., #2, Oakland, CA
DATE OF HEARING: June 1, 2016
DATE OF DECISION: June 17, 2016
APPEARANCES: Mary E. Lee (Tenant)
Bruce G. Millar (Owner)
Carolyn S. Millar (Owner)
Mark B. Izer (Witness for Owners)
Caryn Millar (Witness for Owners)

SUMMARY OF DECISION

The tenant's petition is denied.

CONTENTIONS OF THE PARTIES

The tenant filed a petition on February 5, 2016, which alleges that at present there exists a health, safety, fire or building code violation in her unit; and that her housing services have been decreased, as follows:

- Loss of use of stove
- Black grease in stove vent pipe
- Grease, stains, and chipped paint on walls
- Kitchen floor cannot be cleaned
- Spiders and ants
- Kitchen – missing cabinet knobs; cabinet doors chipping; chipped grout
- Windows don't close well

000050

- Bathroom vanity
- Inadequate hot water

The owners filed a response to the petition, which denies that the tenant's housing services have decreased.

THE ISSUES

- (1) When, if ever, did the tenant receive the form Notice to Tenants (RAP Notice)?
- (2) Have the tenant's housing services been decreased and, if so, by what percentage of the total housing services that are provided by the owner?
- (3) What is the legal effect, if any, of the tenant's Answer and a Stipulation signed by the parties in an Unlawful Detainer action between the parties?

EVIDENCE

RAP Notice: At the Hearing, the tenant testified that, as stated in her petition, she received the RAP Notice on July 29, 2014.

Rent History: At the Hearing, the parties agreed that the tenant has been paying rent of \$545 per month since April 2015.

Decreased Housing Services: The tenant testified that the unit in which she lives has not been inspected by a City Building Inspector. The tenant's petition states that she has lived in the unit since July 1, 1982.

Stove: The tenant testified that the oven in her unit stopped working on June 25, 2014, and the burners stopped working on September 28, 2014. The tenant submitted two PG&E Service Reports. The first, dated, June 25, 2014, states, with regard to the stove: "range two left and back right lit. Found range pilot valve off. . . Unable to get oven pilot to light."¹ The second, dated September 28, 2014, is subtitled "Hazard Notice."² This Notice states, in part: "Due to grease and additional debris in range unsafe to operate range/oven. Advised landlord to replace range/oven immediately." The Notice further states that the PG&E technician disconnected the stove. The owner installed a new stove in March 2016.

Mr. Millar testified that in September 2014, he was in the tenant's unit to inspect window installation. While there, he went into the kitchen, and saw that the top of the stove was covered with grease, as well as various objects. Mr. Millar turned off the gas line to the stove. He then sent a letter to the tenant, dated September 27, 2014.³ The letter states, in part: "I also checked out your kitchen as I have written to you many times about its condition and you have promised many times to clean it up. I turned off the gas to the stove. This was done in the interest of

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

² Exhibit No. 1B.

³ Exhibit No 13D. The tenant objected to the admission of this Exhibit into evidence because she did not receive it. The objection was overruled, and the letter was admitted into evidence.

safety . . . I think we are fortunate that there has been no grease fire to date. Three of the burners were covered with garbage, paper and cooking pots, all grease covered.” On October 7, 2014, Mr. Millar again wrote to the tenant: “I asked you to clean the kitchen, and then call PG&E to turn on the gas. I will now reverse my request. Clean your kitchen and your entire apartment and I will purchase for you a brand new stove.”⁴

Mr. Millar submitted photographs of a portion of the kitchen including the stove that were taken on May 20, 2014 and July 15, 2015.⁵ Both of these photos reflect various items, including cooking utensils and plastic bags on top of the stove – which appears to be very dirty – as well as what can only be described as garbage nearly covering the floor and piled on an adjacent counter.

Grease in stove pipe: The tenant testified that there was black grease on the stove vent pipe, and that some grease had dripped onto the wall behind the stove. She submitted photographs that support this testimony.⁶

Walls: The tenant testified that there is grease on the walls of her unit. She further testified that she has never cleaned the walls. Photographs of several rooms taken in 2015 and 2016 reflect a nearly unbelievable amount of objects – sometimes several feet high – which would appear to make it literally impossible to walk from one wall to the opposite side of a room.⁷

Kitchen floor: The tenant testified that the kitchen floor surface was in such poor condition that she was unable to clean it. She submitted a photograph that reflects a filthy, crumbling floor surface.⁸ In addition to those photographs mentioned above, the owner also submitted photographs of the kitchen counter and a large area of the floor that were taken on September 25, 2015.⁹ These photos reflect a pile of what can only be described as debris approximately 2 feet high on the counters, and so much of what appears to be garbage on the floor that it is not possible to see the floor surface.

Spiders and ants: The tenant testified that there has been an infestation of spiders and ants in her unit. She has sprayed in an effort to kill the ants.

Kitchen - cabinet knobs; cabinet doors chipping; chipped grout: The tenant testified that all of these conditions had existed for some time. The kitchen was totally remodeled as of March 8, 2016, as reflected in photographs taken that day.¹⁰

Windows: The tenant testified that the wood frame windows were warped and rotted, which made it hard to open and close them. These windows were replaced in the Fall of 2014.

⁴ Exhibit No. 13C.

⁵ Exhibit Nos. 10A & 10B.

⁶ Exhibit Nos. 2A & 2B.

⁷ Exhibit Nos. 10D and 12B.

⁸ Exhibit No. 3.

⁹ Exhibit No. 10E.

¹⁰ Exhibit Nos. 11A & 11B.

Kitchen - Misc.: The photographs reflect a kitchen in such a filthy and cluttered condition that relatively minor problems could hardly be noticed, and access to any area would be difficult. The claim is denied.

Windows: Since the windows were replaced in 2014, the claim is time-barred, and is denied.

Walls: Given the condition of the unit before renovation, it is would be surprising if the walls were not stained. Further, cleaning of walls is the responsibility of a tenant. The claim is denied.

Bathroom Vanity: Although the paint on sections of the vanity had peeled, in view of the overall condition of the unit, peeling paint on a vanity cabinet had little or no effect upon the tenant's use or enjoyment of the unit. This claim is denied.

ORDER

1. Petition T16-0076 is denied.

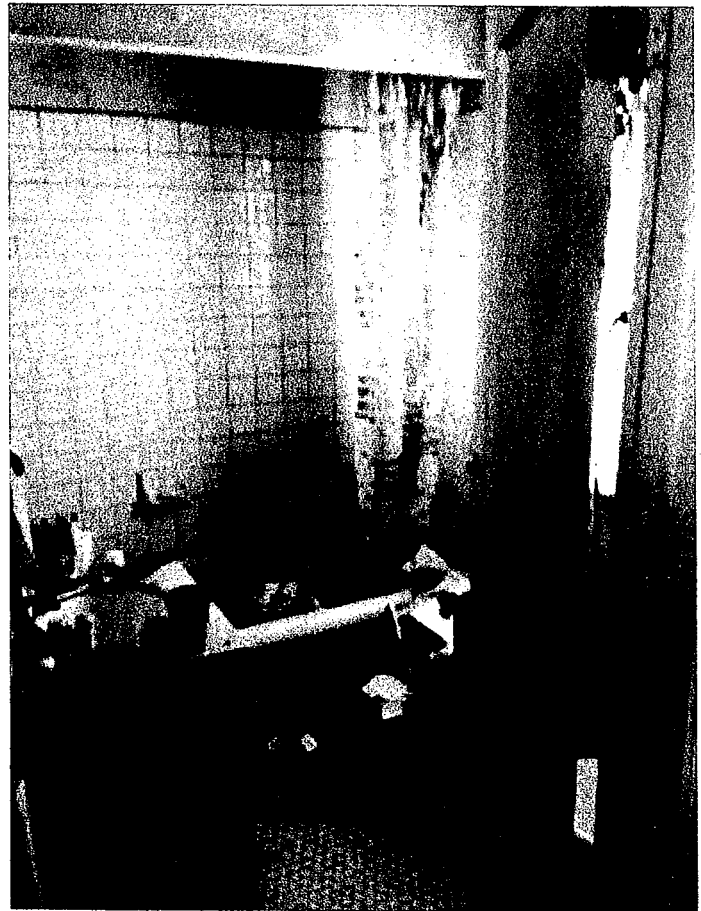
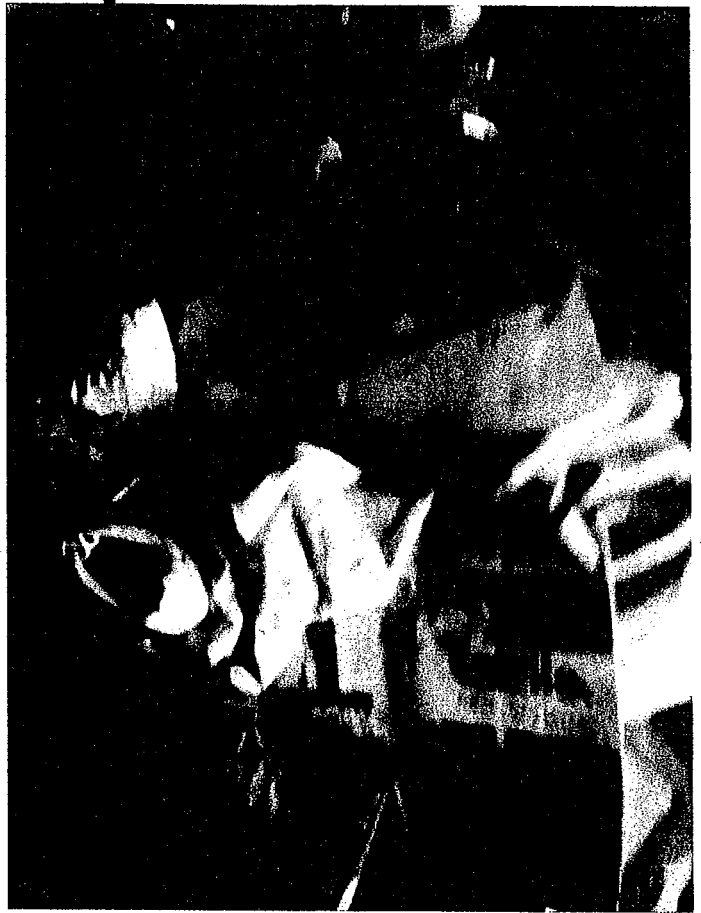
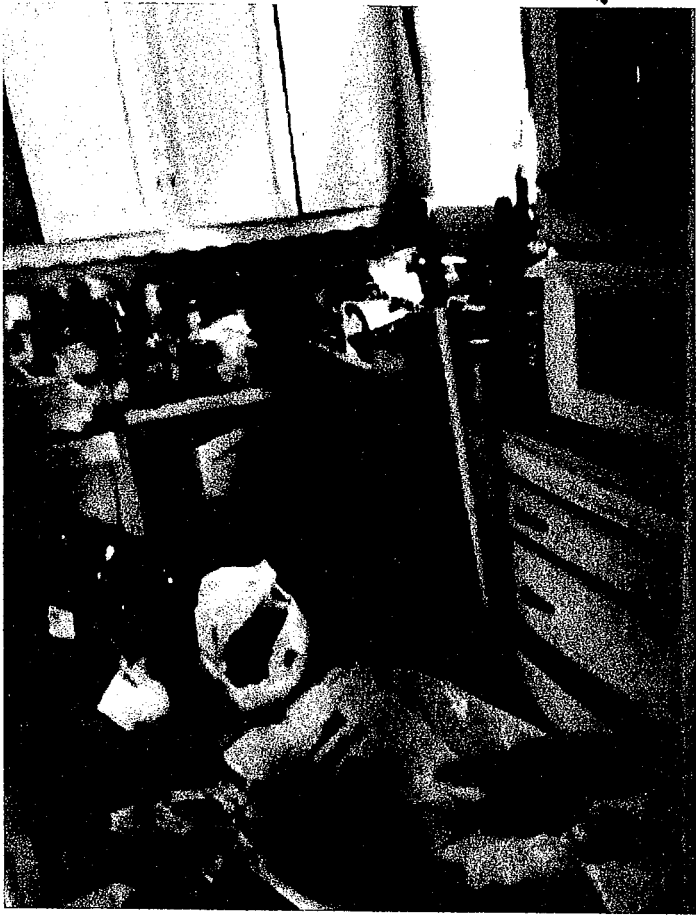
2. Right to Appeal: **This decision is the final decision of the Rent Adjustment Program Staff.** Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) calendar days after service 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: June 17, 2016

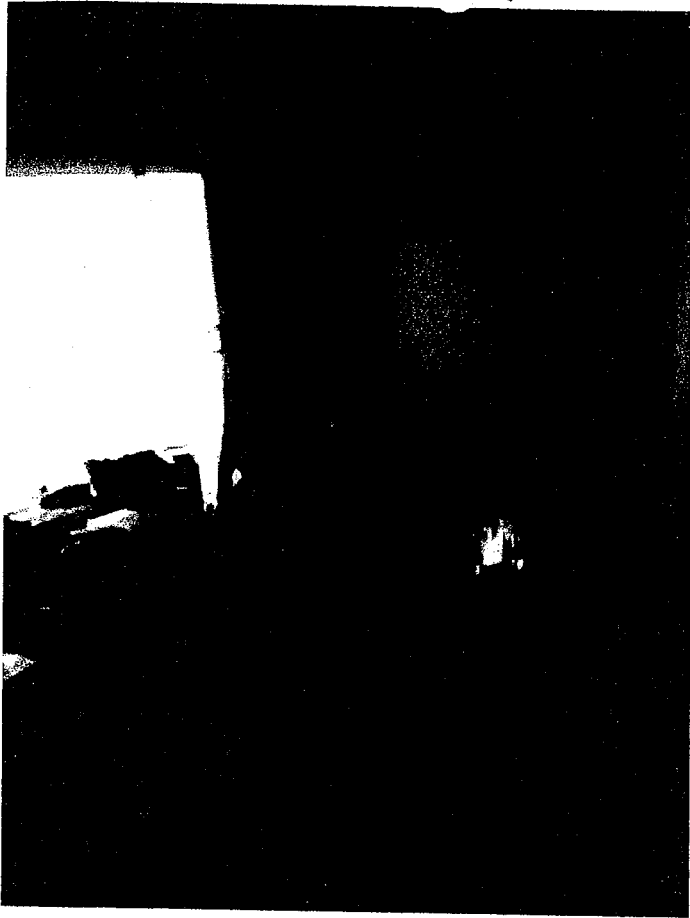


Stephen Kasdin
Hearing Officer
Rent Adjustment Program

51-111



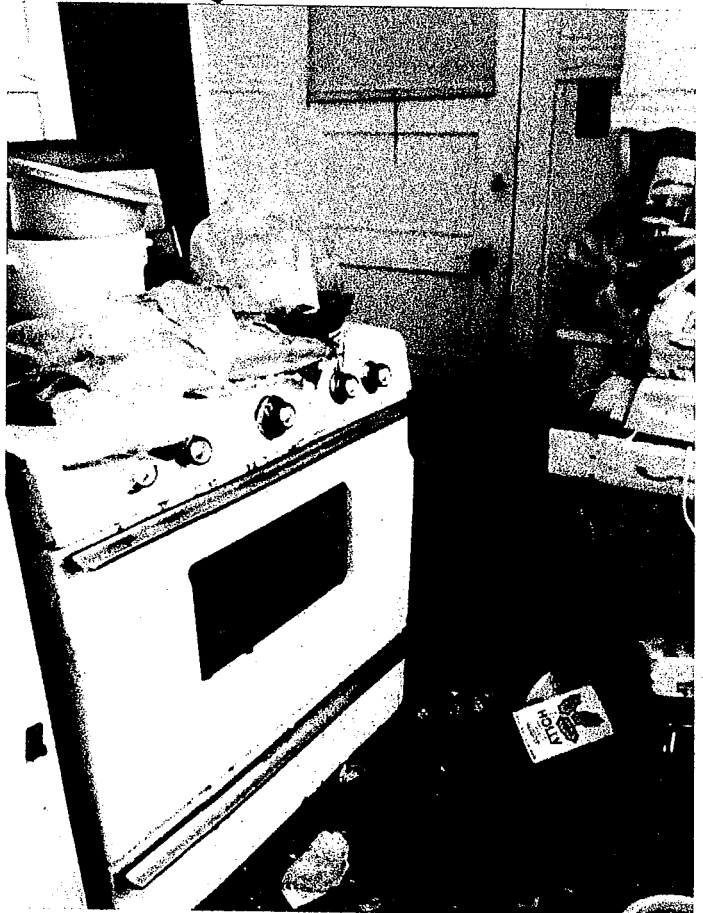
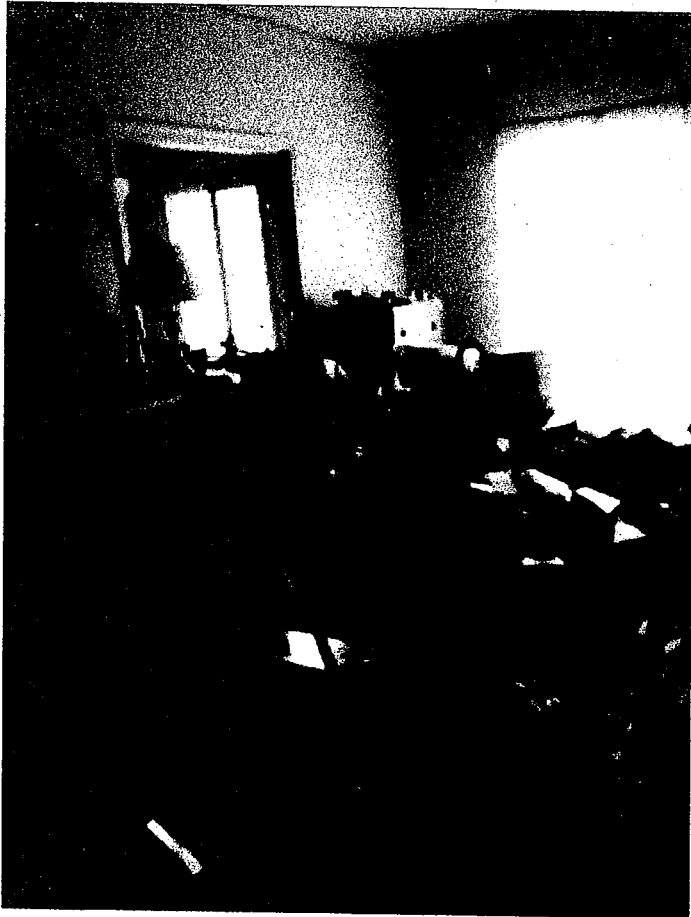
00005 ATTACHMENT "A"



5/20/14



7/15/15



000055 ATTACHMENT "B"

11-20-10

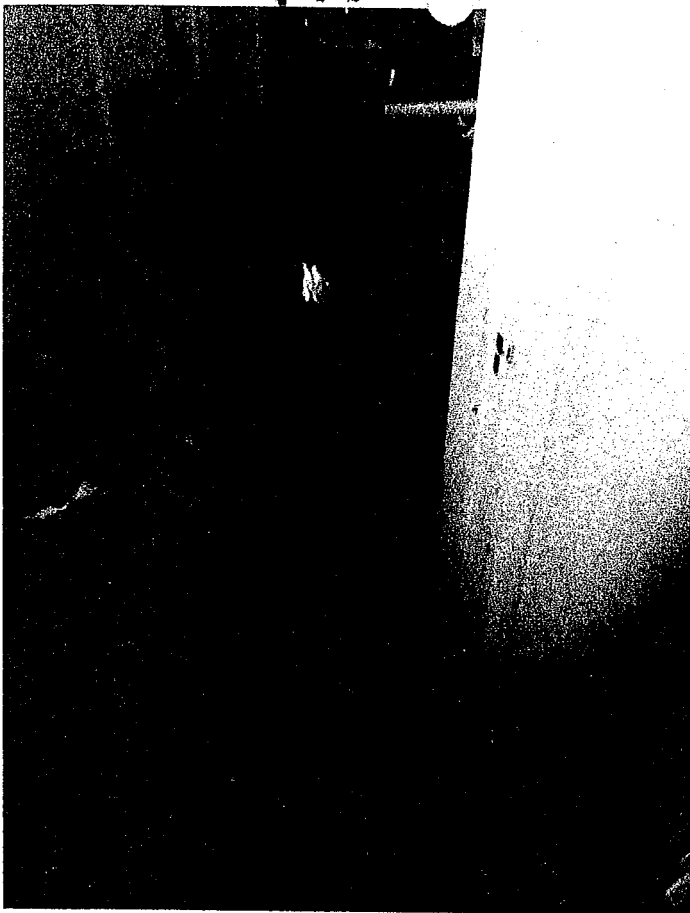


000056

ATTACHMENT "C"



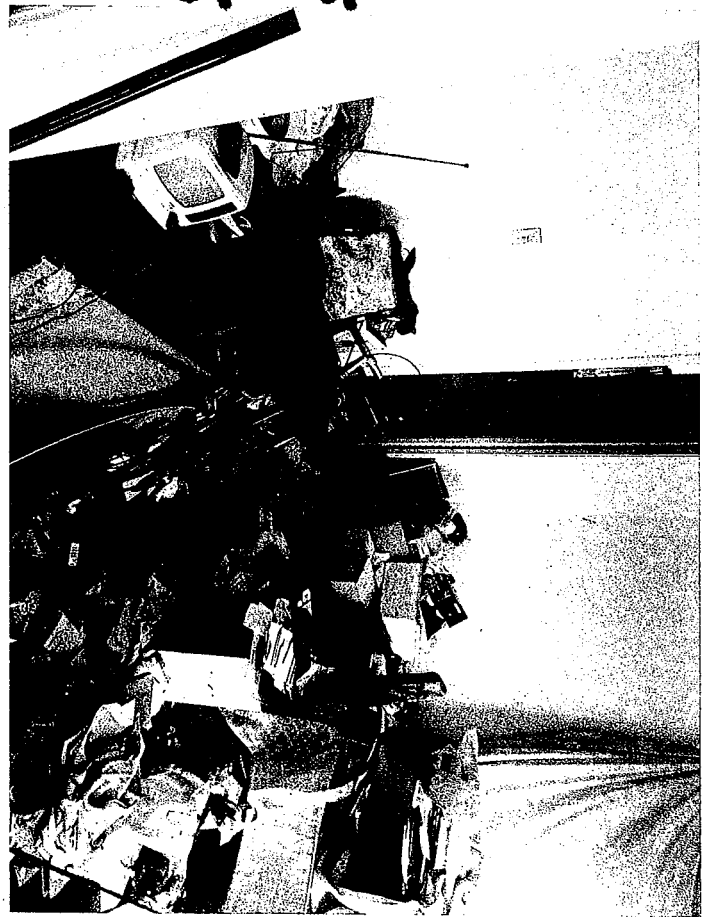
000057 ATTACHMENT "A" n



8/26/15



8/26/15



000058 ATTACHMENT "E"

PROOF OF SERVICE

Case Number T15-0076

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.

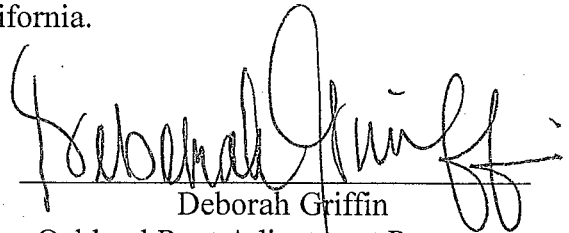
Today, I served the attached **Hearing Decision** by placing a true copy of it in a sealed envelope in City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California, addressed to:

Mary E. Lee
848 Erie Street #2
Oakland, CA 94610

Bruce G. Millar
P.O. Box 11165
Oakland, CA 94611

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **June 17, 2016** in Oakland, California.


Deborah Griffin
Oakland Rent Adjustment Program

000059

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
MAR 17 2016
RENT ADJUSTMENT PROGRAM
OAKLAND

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 16-0096

OWNER RESPONSE

Please print legibly.

Your Name <i>Bruce G. Millar</i>	Complete Address (with zip code) <i>P.O. BOX 11165 Oakland, CA 94611</i>	Phone: <i>925-855-0419</i> Email: _____
Your Representative's Name (if any) <i>self</i>	Complete Address (with zip code)	Phone: _____ Fax: _____ Email: _____
Tenant(s) name(s) <i>Mary Lee</i>	Complete Address (with zip code) <i>848 Erie St. #2 Oakland, CA 94611</i>	

Have you paid for your Oakland Business License? Yes No Number 28045835
(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 5/15/14.

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

I. RENTAL HISTORY

The tenant moved into the rental unit on 7/1/1982.

The tenant's initial rent including all services provided was \$ 215 / 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? 4/02/14

Is the tenant current on the rent? Yes No

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

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

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

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

II. JUSTIFICATION FOR RENT INCREASE

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

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

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

III. DECREASED HOUSING SERVICES

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

IV. EXEMPTION

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

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

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

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

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

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

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

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

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

V. IMPORTANT INFORMATION

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

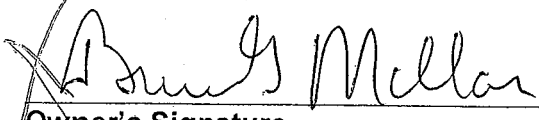
NOTE: If you do not file a timely Response, you will not be able to produce evidence at the Hearing, unless you can show good cause for the late filing.

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

VI. VERIFICATION

Owner must sign here:

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



Owner's Signature

3/09/10

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

March 9, 2016

RECEIVED
MAR 17 2016
OAKLAND RENT ADJUSTMENT

City of Oakland
RENT ADJUSTMENT PROGRAM
250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor
Oakland, CA 94612

To Whom It May Concern,

I am writing in response to a letter I received from the City of Oakland Rent Adjustment Program in regards to a tenant petition from my tenant, Mary E. Lee. Ms. Lee resides at 848 Erie St., Apt. 2, a building that I purchased 5/15/2014.

Ms. Lee is protesting a "Decrease in Housing Services". Ms. Lee has listed off a number of items, beginning with No Working Oven since June 25, 2014. Since purchasing this building in May of 2014, I have sent Ms. Lee numerous letters requesting that she clean her apartment (enclosed). The condition she kept it in was uninhabitable and was a *severe fire hazard*, endangering the lives of her neighboring tenants (pictures enclosed). After many requests for her to clean her apartment, I turned off the gas to her stove on 9/26/2014 because her kitchen and living space was a fire hazard. There continued to be garbage, paper and grease covered cooking pots littering her stove top and her kitchen remained in an unusable condition. I advised her to clean her kitchen and call PG&E to turn the gas back on. When she called PG&E, they refused to turn the gas back on due to grease and debris on the range and advised replacement of the unit (service report enclosed). I told Mary when she cleaned her kitchen and it wasn't a fire hazard, I would replace her stove. I offered to pay for a professional service to help Ms. Lee clean her apartment, she refused. Ms. Lee continued to ignore my requests; which forced me to take legal action. Throughout the legal process and up until one of the last inspections before eviction, Ms. Lee refused to clean her apartment and *continued to put people's lives at risk due to the condition she kept her apartment in* (dated pictures enclosed). Her apartment was deemed uninhabitable by Adult Protective Services on 1/19/2016. A threat of eviction was eminent and Ms. Lee finally cleaned her apartment. I have been more than accommodating to Ms. Lee, I offered to pay for a cleaning service to help her, I waited over a year to take legal action and I granted several extensions on the inspection time so that she could get her apartment in order and avoid an eviction (letters enclosed).

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Some of her other protests, the black grease leaking out of metal pipe from stove, grease on the walls, kitchen floor being not cleanable, spiders and ants, brown walls from steam and dust, this is all is due to the condition that she kept her apartment in. She, as a tenant, is expected to maintain a clean and orderly living space.

The remaining protests, kitchen walls need painting, missing knobs on cabinet doors, grout chipping, bathroom has rotten vanity, chipping paint in bathroom and living room ceiling, etc... I planned on renovating Ms. Lee's kitchen and bathroom as soon as she cleaned up, then I received this complaint. Since then, I have done the following renovations to Ms. Lee's apartment (pictures enclosed):

- I had a professional cleaning service clean the kitchen and bathroom before renovations began.
- Kitchen: new linoleum floor, knob replacement on cabinet doors, new stove, reconditioned refrigerator, grease covered pipe removed.
- Living room: painted ceiling
- Bathroom: new vanity, painted walls

I have enclosed my letters requesting that Ms. Lee clean her apartment, her responses to those letters, PG&E's service reports, Legal letters from My Attorney and Ms. Lee's attorney during legal proceedings and pictures of Ms. Lee's apartment over the past 2 years. All serves as tangible evidence that supports my position.

Sincerely,



Bruce G. Millar

Enclosure: Letters
Legal documents
Photos

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1) No working oven since June 25th, 2014.

PG&E – 2 workers working on smart meter turned off my gas to oven. Came into re-light and could not re-light, as a result gave hazard notice. When Bruce G. Millar (in upstairs apartment overheard this and misunderstanding believed that I had called PG&E, he told me to move or we will fight this out in court.) When I filed claim form with PG&E to have my oven re-light, they learned I was not owner and told me to turn over to owner with hazard notice. I was not aware that I needed to make a copy, since, owner never re-light, but continue to make nuisance complaints of not having an immaculate apartment for re-lighting the oven.

a) September 28, 2014- Bruce G. Millar came in apartment, while I was not home, and turned off pilot light to top burners. I did not know until I was ready to steam marinated salmon for cooking. I, then called Bruce G. Millar 3 times, without success of a return phone call. I then called PG&E, whom came out and took off the nut to the gas line and wrote hazard notice for owner to replace with a new stove. To date, I do not have use of a stove.

b) January 19th, 2016 – Adult Protective Services came and inspected my apartment and says it is uninhabitable.

2) There's black grease leaking out of silver metal pipe leading from the stove to the outside.

3) There's grease on walls in the kitchen over the stove-never a paint job since 1974.

4) The kitchen floor is not cleanable; it has become paste upon mopping.

a) There was a leak in the kitchen sink pipe that Bruce G. Millar refused to fix until I called City of Oakland's Code & Compliance. January 6, 2016.

5) There are Black Widow spiders, spiders and a huge ant infestation, all in the kitchen, bathroom, and living room.

6) There's missing knobs on cabinet doors, the wood on cabinet drawers are chipping saw dust, rotten away and spitted up and cracked. There's grout that has chipped away on the kitchen since having me worried the sink may drop.

7) There's rotten wood windows that won't close well in the dining room and bedroom that he has know of before he bought this building.

8) There is chipping and peeling paint in the living room, occupying a fourth of the living room and also in the opposite side of the room. The owner had come in while he suing me for eviction and had someone scrapped the paint onto my clothing on my couch and on the floors without clean up.

9) The hall wall has brown walls from steam and dust.

10) The bathroom has a rotten vanity and it is unlevelled, consequently I have had to keep 2 sponges on the edge continuously in order for water not to drain onto my neighbor's garage. Bruce G. Millar was going to cite me for these sponges as a clause in his eviction points, until he realized why they were there.

11) There is chipped paint and walls are brown from steam and dust in the bathroom.

12) The hot water heater does not give enough hot water to complete a short shower.

13) These are among some of the items of concern and not just limited to these.

RECEIVED
CITY OF OAKLAND
PLANNING
DEPARTMENT

T116-0076 RC/SK

<p>CITY OF OAKLAND RENT ADJUSTMENT PROGRAM Mail To: P. O. Box 70243 Oakland, California 94612-0243 (510) 238-3721</p>	<p>For date stamp. <i>RECEIVED JUN 19 2016</i> 2016 FEB -5 PM 4:41</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>MARY E. LEE</i>	Rental Address (with zip code) <i>848 - ERIE ST. #2 OAKLAND, CA</i>	Telephone <i>415-894-7262</i>
Your Representative's Name <i>N/A</i>	Mailing Address (with zip code) <i>N/A</i>	Telephone <i>N/A</i>
Property Owner(s) name(s) <i>Bruce G. Melar</i>	Mailing Address (with zip code) <i>P.O. Box 11165 Oakland, Ca. 94611</i>	Telephone <i>925-855-0419</i>

Number of units on the property: 4

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 and OMC 8.22.090. **I (We) contest one or more rent increases on one or more of the following grounds:**

<input 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 type="checkbox"/> (h) The notice of rent increase based upon capital improvement costs does not contain the "enhanced notice" requirements of the Rent Adjustment Ordinance or the enhanced notice was not filed with the RAP.
<input type="checkbox"/> (i) My rent was not reduced after the expiration period of the rent increase based on capital improvements.
<input type="checkbox"/> (j) The proposed rent increase would exceed an overall increase of 30% in 5 years. (The 5-year period begins with rent increases noticed on or after August 1, 2014).
<input type="checkbox"/> (k) I wish to contest an exemption from the Rent Adjustment Ordinance (OMC 8.22, Article I)

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

Date you moved into the Unit: July 1, 1982 Initial Rent: \$ 215.00 /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: 7/29/14. 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		
		\$	\$	<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
		\$	\$	<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.

Mary E. Lee
Tenant's Signature

Feb. 5, 2016
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

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COURT REPORTING

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): _____

- 1) **No working oven** since June 25th, 2014.
PG&E – 2 workers working on smart meter turned off my gas to oven. Came into re-light and could not re-light, as a result gave hazard notice. When Bruce G. Millar (in upstairs apartment overheard this and misunderstanding believed that I had called PG&E, he told me to move or we will fight this out in court.) When I filed claim form with PG&E to have my oven re-light, they learned I was not owner and told me to turn over to owner with hazard notice. I was not aware that I needed to make a copy, since, owner never re-light, but continue to make nuisance complaints of not having an immaculate apartment for re-lighting the oven.
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 - b) January 19th, 2016 – Adult Protective Services came and inspected my apartment and says it is uninhabitable.
- 2) There's **black grease leaking out** of silver metal pipe leading from the stove to the outside.
- 3) There's grease on walls in the kitchen over the stove-never a paint job since 1974.
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- 7) There's rotten wood windows that won't close well in the dining room and bedroom that he has know of before he bought this building.
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- 12) The hot water heater does not give enough hot water to complete a short shower.
- 13) These are among some of the items of concern and not just limited to these.

ZURBEN'S PASTORAL

CHRONOLOGICAL CASE REPORT

Case No.: T16-0296
Case Name: Stewart v. WFGP LLC
Property Address: 4023 Boardway, Unit 4, Oakland, CA
Parties: Rhayeka Stewart (Tenant)
WFGP LLC (Property Owner)

PROPERTY OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	June 5, 2016
Owner Response filed	July 19, 2016
Hearing Decision issued	September 29, 2016
Owner Appeal filed	October 14, 2016

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CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2016 OCT 14 PM 3:38

APPEAL

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

Appellant's Name
NFOP LLC

Landlord Tenant

Property Address (Include Unit Number)
4023 Broadway #4
Oakland CA 94611

Appellant's Mailing Address (For receipt of notices)
425 15th St
Oakland CA 94612

Case Number
T16-0296

Date of Decision appealed
October 14, 2016

Name of Representative (if any)
Antoinette Ortiz

Representative's Mailing Address (For notices)
425 15th St
Oakland CA 94612


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 _____, 200____, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<u>Name</u>	Rhayeka Stewart
<u>Address</u>	4023 Broadway #4
<u>City, State Zip</u>	Oakland CA 94611
<u>Name</u>	
<u>Address</u>	
<u>City, State Zip</u>	

	10/14/16
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.

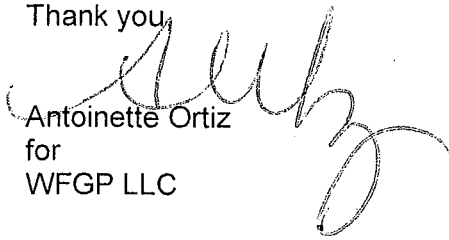
WFGP LLC
c/o Richard Weinstein
425 Fifteenth St.
Oakland, CA 94612
(510) 763-3066 (510) 763-3335 fax

October 14, 2016

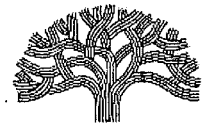
We did not attend the hearing, due to the fact that we never received notice of it.

Thank you,

Antoinette Ortiz
for
WFGP LLC

A handwritten signature in cursive script, appearing to read 'Antoinette Ortiz', is written over the typed name and affiliation.

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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: T16-0296, Stewart v. WFGP LLC
PROPERTY ADDRESS: 4023 Broadway, Unit #4, Oakland, CA 94611
DATE OF HEARING: September 26, 2016
DATE OF DECISION: September 26, 2016
APPEARANCES: Rhayeka Stewart, Tenant
No Appearance by Owner

SUMMARY OF DECISION

The tenant petition is granted.

CONTENTIONS OF THE PARTIES

On June 6, 2016, the tenant filed a petition contesting two separate rent increases (one given in 2016 and one in 2015), and alleging that no written notice of Rent Program was provided to the tenant with the notice of increase prior to May 23, 2016.

The owner filed a timely response but did not appear at the hearing.

THE ISSUE(S)

(1) Are the rent increases valid?

EVIDENCE

Background and Rent

The tenant moved into the property in January of 2005, at an initial monthly rent of \$675.00. The subject unit is located in the building consisting of five (5) residential units. The tenant's current monthly rent is \$713.48.

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2016 Rent Increase

On May 23, 2016, the owner served a rent increase notice, proposing to increase the monthly rent from \$713.48 to \$749.87, effective July 1, 2016. A copy of the rent increase notice together with the banking calculation sheet and Notice to Tenants of the Residential Rent Adjustment Program (RAP Notice) was submitted with the tenant petition and admitted into evidence.¹ The tenant did not pay the increased amount but kept paying \$713.48 per month through and including September 2016.

2015 Rent Increase

On May 6, 2015, the owner served a rent increase notice, proposing to increase the monthly rent from \$675.00 to \$713.48, effective July 1, 2015. A copy of the rent increase notice together with the banking calculation sheet was submitted with the tenant petition and admitted into evidence.² The tenant testified that she paid the increased amount of \$713.48 from July 1, 2015, through and including September 2016.

RAP Notice

The tenant stated on her petition and testified at the hearing that the first time she received the RAP Notice was with the 2016 rent increase notice on May 23, 2016. She testified that she did not receive the RAP Notice prior to May 23, 2016. The RAP Notice was not included with the 2015 rent increase.

No Appearance by the Owner

The owner filed a timely response alleging that the 2016 rent increase was justified by banking. The owner did not address the 2015 rent increase and did not appear at the hearing. On June 14, 2016, a Notice of Hearing and a notice of tenant petition were mailed to the owner's address with a proof of service. The mail was not returned as non-delivered. The owner responded and filed Owner Response. The Notice of Hearing was properly served and the hearing came on regularly on September 26, 2016, at 10:00 a.m. as scheduled without the appearance of the owner. The hearing officer waited until 10:15 a.m. for the owner to appear.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

2016 Rent Increase Invalid due to Moratorium

On April 5, 2016, the Oakland City Council placed a 90-day moratorium on rent increases above the annual CPI Adjustment.³ The moratorium expired on July 4, 2016. Section 5 of the Ordinance provides that effective April 5, 2016, no owner or manager of

¹ Exhibit A

² Exhibit B

³ Ordinance No. 13360 C.M.S.

a residential unit regulated by Oakland's Residential Rent Adjustment ordinance⁴ may serve or give notice of a rent increase that exceeds the CPI Rent Adjustment, as defined in Section 8.22.020 of the Residential Rent Adjustment Ordinance.

The notice of rent increase was served on May 23, 2016, which was during the moratorium period and in excess of the CPI Rent Adjustment. Therefore, the 2016 rent increase is invalid.

2015 Rent Increase Invalid due to No RAP Notice

The Rent Adjustment Ordinance requires an owner to serve notice of the existence and scope of the Rent Adjustment Program (RAP Notice) at the start of a tenancy⁵ and together with any notice of rent increase.⁶

Because the owner never provided the RAP notice to the tenant with the 2015 rent increase notice, that rent increase is invalid and the rent will roll back to \$675.00, the amount the tenant paid prior to the rent increase.

Restitution

Because the tenant paid the increased amount as of July 1, 2015, she overpaid her rent by \$38.48 per month ($713.48 - 675 = 38.48$). The total amount of overpayment is \$577.20. The tenant will receive a credit in the amount of \$577.20 for rent overpayments from July 1, 2015 through September of 2016, when she paid the increased rent of \$713.48 for fifteen months ($\$38.48 \times 15 \text{ months} = \577.20).

ORDER

1. The Tenant Petition T16-0296 is granted.
2. The monthly base rent is set to \$675.00.
3. The tenant's monthly rent of \$675.00 is further decreased by \$57.72, to \$617.28, from October 1, 2016, to July 1, 2017, due to rent overpayments. The total amount of credit is \$577.20, and it is adjusted over a period of the next ten (10) months.
4. If the owner wishes to pay the tenant restitution in a lump sum (\$577.20) instead of the monthly rent deductions, the owner may do so.
5. The owner may increase the monthly rent in accordance with the notice requirements of Section 827 of the California Civil Code and the Rent Adjustment Program Ordinance (O.M.C. §8.22 et seq.).

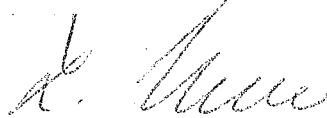
⁴ O.M.C. §8.22.010 et seq.

⁵ O.M.C. Section 8.22.060(A)

⁶ O.M.C. Section 8.22.070(H)(1)(A)

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

Dated: September 26, 2016



Linda M. Moroz
Hearing Officer, City of Oakland
Rent Adjustment Program

PROOF OF SERVICE

Case Number T16-0296

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

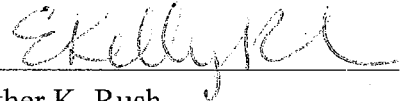
Rhayeka Stewart
4023 Broadway #4
Oakland, CA 94611

Owner

WFGP LLC
425 15th St
Oakland, CA 94612

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on September 29, 2016 in Oakland, CA.



Esther K. Rush

000079

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.

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

CASE NUMBER T16 - 0296

OWNER RESPONSE

Please print legibly.

Your Name <u>WFOF LLC</u> <u>INTERSTATE OAK</u>	Complete Address (with zip code) <u>425 15th St</u> <u>Oakland CA 94612</u>	Phone: <u>510 763 3066 ext</u> Email: <u>amanche@wfof.com</u>
Your Representative's Name (if any)	Complete Address (with zip code)	Phone: _____ Fax: _____ Email: _____
Tenant(s) name(s) <u>Rhuyeka Stewart</u>	Complete Address (with zip code) <u>4023 Broadway # 4</u> <u>Oakland CA 94611</u>	

Have you paid for your Oakland Business License? Yes No Number 285 9790
 (Provide proof of payment.)

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

There are 5 residential units in the subject building. I acquired the building on 5/5/05
 Is there more than one street address on the parcel? Yes No

I. RENTAL HISTORY

The tenant moved into the rental unit on 2/1/05.

The tenant's initial rent including all services provided was \$ 600 / 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? 5/4/2015

Is the tenant current on the rent? Yes No

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

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

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

Date Notice Given (mo/day/year)	Date Increase Effective (mo/day/year)	Amount Rent Increased		Did you provide NOTICE TO TENANTS with the notice of rent increase? <input type="checkbox"/> Yes <input type="checkbox"/> No
		From	To	
5/23/16	7/1/16	\$ 713	\$ 749.87	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
5/4/15	7/1/15	\$ 675	\$ 713.48	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No

II. JUSTIFICATION FOR RENT INCREASE

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

<u>Date of Increase</u>	Banking (deferred annual increases.)	Increased Housing Service Costs	Capital Improvements	Uninsured Repair Costs	Fair Return	Debt Service (if purchased before 4/1/14)
7/1/16	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

III. DECREASED HOUSING SERVICES

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

IV. EXEMPTION

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

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

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

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

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

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

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

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

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

V. IMPORTANT INFORMATION

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

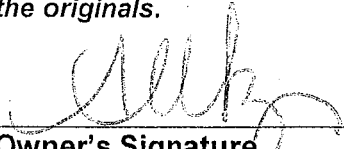
NOTE: If you do not file a timely Response, you will not be able to produce evidence at the Hearing, unless you can show good cause for the late filing.

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

VI. VERIFICATION

Owner must sign here:

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


Owner's Signature

7/19/16
Date

VII. MEDIATION AVAILABLE

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

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

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

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

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


Owner's Signature

7/19/16
Date

Tile. 0296 Ref LM

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM Mail To: P. O. Box 70243 Oakland, California 94612-0243 (510) 238-3721	For date stamp. 2016 JUN -5 PM 3:55
------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------

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 Rhayeka Stewart	Rental Address (with zip code) 4023 Broadway #4 Oakland CA	Telephone 510-919 -9778
Your Representative's Name	Mailing Address (with zip code)	Telephone
Property Owner(s) name(s) WFGP LLC	Mailing Address (with zip code) 425 15th St Oakland CA 94612	Telephone

Number of units on the property: 5

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 and OMC 8.22.090. **I (We) contest one or more rent increases on one or more of the following grounds:**

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

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

Date you moved into the Unit: Jan 2005 Initial Rent: \$ 675.00 /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: May 23, 2016 If never provided, enter "Never."

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

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

Date Notice Served (mo/day/year)	Date Increase Effective (mo/day/year)	Amount Rent Increased		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
5-23-16					
5-23-16	7-1-16	\$ 713.48	\$ 749.87	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
5-6-15	7-1-15	\$ 675	\$ 713.48	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

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

III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:

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

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

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

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

IV. VERIFICATION: The tenant must sign:

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

Rhonda Sturt
Tenant's Signature

6-6-16
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): _____

WFGP LLC
425 Fifteenth Street
Oakland, CA 94612
(510)763-3066
(510)763-3335 fax

May 23, 2016

Rhayeka Stewart
4023 Broadway #4
Oakland, CA 94611

Re: Rent Increase Notification

Dear Rhayeka,

Attached to this letter, you will find City of Oakland Rent Adjustment Program calculation sheet, which shows the increased rent amount effective July 1, 2016. Therefore, beginning July 1, 2016, please send the increased rent amount (\$749.87) to the name and address in our letterhead above.

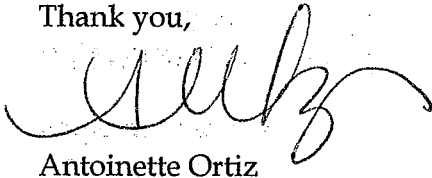
Additionally, you will find a Notice to Tenants of the Residential Rent Adjustment Program. Please read this notice carefully, then sign and return one copy to our office in the provided self-addressed stamped envelope, along with your next rent payment.

Please send all rent and building related correspondence to:

WFGP LLC
425 Fifteenth Street
Oakland, CA 94612

Thank you for your cooperation. Should you have any questions or concerns regarding the increase, or maintenance & repairs to your apartment, feel free to contact me directly.

Thank you,



Antoinette Ortiz

000087



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) and provides grounds for evictions in covered units. For more information contact the RAP office. Owners of units in the Rent Program Service Fee per unit per year. If the fee is paid on time, the owner will get half of the fee from you. Your payment for the annual fee is not part of the rent. Subsidized units are not required to pay the tenant portion of the fee. The Rent Program Service Fee is a Tenant Protection Ordinance ("TPO") to deter harassing behaviors by landlords and to give tenants a legal course in instances where they are subjected to harassing behavior by landlords (O.M.C. 8.22). City Council Ordinance No. 13265 C.M.S.)

TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit #4, 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 n/a.

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

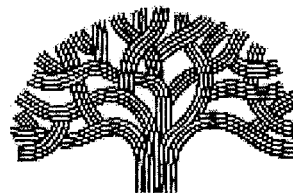
此份屋崙(奧克蘭)市租客權利通知書附有中文版本。請致電(510) 238-3721 索取副本。

La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.

Baün Thoäng Baüo queän löii của ngöðøi thueä trong Oakland näøy cuöng cou bäng tieäng Vieät. Neä cou möät baün sao, xin goii (510) 238-3721.

CITY of OAKLAND

250 Frank H. Ogawa Plaza, Suite 5313, Oakland, CA 94612-2034
Department of Housing and Community Development
Rent Adjustment Program



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

NOTICE OF HEARING

File Name: Stewart v. WFGP LLC
Property Address: 4023 Broadway #4 Oakland, CA 94611
Case Number: T16-0296

The Hearing in your case will begin:

Date: Monday, September 26, 2016
Time: 10:00 a.m.
Place: 250 Frank H. Ogawa Plaza , Ste. #5313 , Oakland, CA 94612

The Hearing is public and will continue from day to day until completed.

Order to Produce Evidence

All proposed tangible evidence, including but not limited to documents and pictures, must be submitted to the Rent Adjustment Program not less than seven (7) days prior to the Hearing. Black out all sensitive information on the documents you submit, like bank or credit card account numbers and Social Security numbers. Proposed evidence presented later may be excluded from consideration. The Hearing Officer can also use the official records of the City of Oakland and Alameda County Tax Assessor as evidence if provided by the parties for consideration.

Request to Change Date

A request for a change in the date or time of Hearing ("continuance") must be made on a form provided by the Rent Adjustment Program. The party requesting the continuance must try to get an agreement for alternate dates with the opposing parties. If an agreement cannot be reached, check the appropriate box on the Request. A change will be granted only for good cause. A second request for a change of date will be granted only for exceptional circumstances.

Hearing Record

The Rent Adjustment Program makes an audio recording of the Hearing. Either party may bring a court reporter to record the proceedings at their own expense.

Inspections

During the Hearing, the Hearing Officer may decide to conduct an inspection of the subject unit(s). The inspection may be conducted on the same day as the Hearing or scheduled for a later date selected by the Hearing Officer and mutually agreed upon by the parties present at the Hearing. The inspection will be recorded but no testimony will be taken.

Representatives

Any party to a Hearing may designate a representative in writing or on the record at the Hearing.

Interpreter

The Hearing must be conducted in English. Any party may bring a person to the Hearing to interpret for them. The interpreter will be required to take an oath that they are fluent in both English and the relevant foreign language and they will fully and to the best of their ability translate the proceedings. The Rent Adjustment Program will provide interpreters on request providing the request is made at least 7 days in advance of the scheduled Hearing.

Failure to Appear for Hearing

If the petitioner fails to appear at the Hearing as scheduled, the Hearing Officer may either conduct the Hearing and render a decision without the petitioner's participation, or dismiss the petition. If the respondent fails to appear at the Hearing as scheduled, the Hearing Officer may either issue an administrative decision without a Hearing, or conduct the Hearing and render a decision without the respondent's participation.

Accommodations

Hearings are held in a wheelchair accessible facility. Contact the Office of the City Clerk, One Frank H. Ogawa Plaza, or call (510) 238-3611 (VOICE) or (510) 839-6451 (TTY) to arrange the following services: 1) Sign interpreter or Phonic Ear Hearing Device for the hearing impaired; 2) 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 the hearing. Please refrain from wearing strongly scented products to hearings.

Service 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, not more than one year old, on letterhead from a licensed mental health professional, 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.

PROOF OF SERVICE

Case Number T16-0296

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

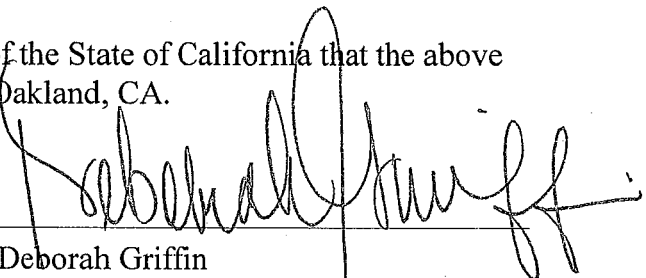
Today, I served the attached Notice of Hearing by placing a true copy of it in a sealed envelope in a City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California, addressed to:

Tenant

Rhayeka Stewart
4023 Broadway #4
Oakland, CA 94611

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on June 14, 2016 in Oakland, CA.



Deborah Griffin
Oakland Rent Adjustment Program

000091

PROOF OF SERVICE

Case Number T16-0296

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

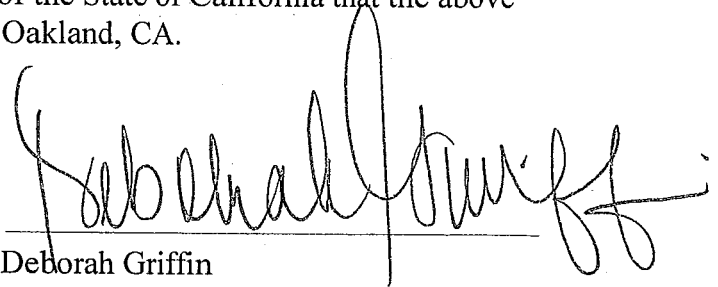
Today, I served the attached Notice of Hearing by placing a true copy of it in a sealed envelope in a City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California, addressed to:

Owner

WFGP LLC
425 15th St
Oakland, CA 94612

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

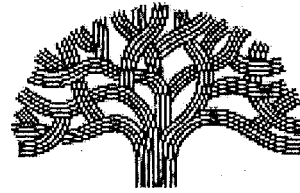
I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on June 14, 2016 in Oakland, CA.



Deborah Griffin

Oakland Rent Adjustment Program

000092



CITY of OAKLAND

250 Frank Ogawa Plaza, Suite 5313, Oakland, CA 94612-2034
Department of Housing and Community Development
Rent Adjustment Program

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

June 14, 2016

Owner

WFGP LLC
425 15th St
Oakland, CA 94612

The Rent Adjustment Program received the petition(s) attached to this letter on June 06, 2016. One or more of your tenant(s) are protesting one or more rent increases alleging that they exceed the maximum rent permitted by Oakland Municipal Code Chapter 8.22. For details please see the attached copy of the petition.

YOU MUST FILE A WRITTEN RESPONSE TO THE ATTACHED TENANT PETITION(S) WITHIN THIRTY-FIVE (35) DAYS FROM THE DATE OF MAILING OF THIS NOTICE OR A DECISION MAY BE MADE AGAINST YOU. THE RESPONSE MUST BE FILED ON THE PROPER FORM AND MUST BE RECEIVED AT THE CITY OF OAKLAND'S RENT ADJUSTMENT PROGRAM OFFICE ON OR BEFORE THE DUE DATE. The proposed rent increase is not effective until the decision in this case is final. If the amount of the current CPI increase is stated separately in the notice of increase, the tenant must pay the current CPI increase.

Oakland Municipal Code Chapter 8.22 (Rent Adjustment Ordinance) limits the annual permissible rent increases that can be imposed on a rental unit covered by the Ordinance. If a unit is voluntarily vacated, or the tenant is evicted for cause, the rent may be raised without restriction upon re-renting. The new tenancy is again subject to the rent increase limitations in the Ordinance.

The Ordinance requires that you provide a written notice of the existence of the Residential Rent Adjustment Program to tenants in covered units at the start of the tenancy. You must use the Rent Adjustment Program form titled "Notice to Tenants of the Residential Rent Adjustment Program". This document is also called the "RAP Notice". The Ordinance also requires that you serve the same notice together with all notices of rent increase and all notices of change in terms of tenancy.

Rent increases less than, or equal to, the annual CPI increase need not be justified. Rent increases in excess of the annual CPI increase may be justified on one or more of the following grounds:

The following are summaries ONLY. For complete information, please see Oakland Rent Adjustment Ordinance and the Rent Adjustment Regulations. You may call the Rent Program Office to have your questions answered or to obtain a written copy of the Ordinance and Regulations.

1. EXEMPTION:

(OMC Section 7.22.030)

You may prove an exemption from application of the Oakland Rent Adjustment Ordinance. The exemptions are found in the Rent Adjustment Ordinance. The most common exemption is that the unit is government subsidized housing. Other common exemptions are for units constructed after January 1, 1983 (new construction) and single family houses exempt under the Costa Hawkins Rental Housing Act. See the Ordinance for a complete list and details.

2. CAPITAL IMPROVEMENT/UNINSURED REPAIR COSTS:

(Regulations Section 10.)

Capital improvements increases may only be granted for improvements that have been completed and paid for within the 24-months immediately before the effective date of the proposed rent increase. To justify a rent increase for capital improvements expenditures or uninsured repair expense you must provide, at least 7 days prior to the Hearing, copies of receipts, invoices, bid contracts or other documentation showing the costs were incurred to improve the property and benefit the tenants, and evidence to show that the incurred costs were paid. The owner can only pass through 70% of costs incurred and may not increase the rent more than 10%.

3. INCREASED HOUSING SERVICE COSTS:

(Regulations Section 10.)

Housing Service Costs are expenses for services provided by the landlord related to the use or occupancy of a rental unit. In determining whether an increase in housing service costs justifies a rent increase in excess of the annual CPI increase, the annual operating expenses related to the property for the most recent two years are compared. Year two costs must exceed year one costs by more than the current annual increase. The expenses considered include property taxes, business license/taxes, and insurance, P.G. & E., water, garbage, maintenance and repairs, managerial costs and other legitimate annually recurring expenses to operate the rental property, except debt service. Evidence is required to prove each of the claimed housing costs.

4. BANKING/RENTAL HISTORY:

“Banking” refers to deferred annual general rent increases (CPI increases) that were not imposed, or were not imposed in full, and carried forward to future years. Subject to certain limitations, imposition of annual general increases may be deferred up to 10 years. After 10 years, general increases that were not imposed, expire. Evidence of the rental history of the subject unit is required.

5. NECESSARY TO MEET CONSTITUTIONAL FAIR RETURN REQUIREMENTS:

In order to prove that the owner is entitled to a rent increase based on constitutional fair return an owner must establish that the return on the investment is less than the return that would have been received for an investment of similar risk. At a minimum, proof of the amount of investment, evidence of the return from other investments of similar risk and an analysis of the rate of return from the rental property, including an appreciation in the value of the property, are required.

6. DEBT SERVICE:

Debt service has been eliminated as a reason for a rent increase effective April 1, 2014. However, if an owner made a bona fide offer to purchase property before April 1, 2014, a debt service rent increase may be approved. An increase in rent based on debt service costs will only be approved in those cases where the total property income is insufficient to cover the housing service costs and 95% of the debt service costs for purchase money for mortgages secured by the subject property. Eligible debt service costs are the actual principal and interest applicable to the property.

Additional Requirements

- 1. have a current Oakland Business License**
- 2. be current on payment of the Rent Adjustment Program's Service Fee**
- 3. file a timely response on the Landlord Response form and submit the required documentation.**

If you have questions not answered by this notice, please contact the Residential Rent Adjustment Office at (510) 238-3721 between the hours of 8:30 a.m. and 5:00 p.m.

<http://www.oaklandnet.com/government/hcd/rentboard/ordinance.html>

<http://www.oaklandnet.com/government/hcd/rentboard/rules.html>

PROOF OF SERVICE

Case Number T16-0296

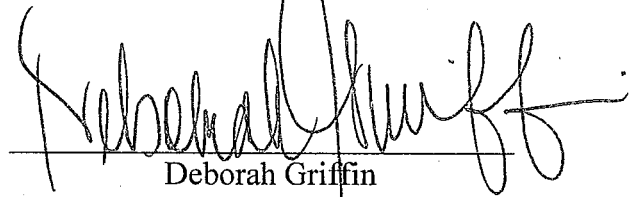
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Today, I served the attached **Landlord Notification of Tenant Petition, Notice of Hearing, Tenant Petition and Owner Response Form** by placing a true copy of each in a sealed envelope in City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California, addressed to:

WFGP LLC
425 15th Street
Oakland, CA 94612

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I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **June 14, 2016** in Oakland, California.



Deborah Griffin
Oakland Rent Adjustment Program

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CITY OF OAKLAND

REPORT

To: Residential Rent and Relocation Board
From: Connie Taylor, Rent Adjustment Program Manager
Date: October 3, 2017
Re: Substantial Rehabilitation Exemption

On September 28, 2017, the Rules Committee delayed scheduling a discussion of amendments to the substantial rehabilitation regulations and requested that the Rent Board consider the matter and present recommendations. This report includes a discussion of the current regulations, practices in other jurisdictions, and staff recommendations.

Current Regulations

The purpose of the substantial rehabilitation exemption is to encourage private investment in deteriorated residential units in Oakland. Before an exemption is granted, the current regulations require:

- An owner to spend a minimum of fifty (50) percent of the average basic cost for new construction and perform substantial work in each of the units in the building;
- Average basic cost of construction is determined using tables issued by the chief building inspector applicable for the time when the project was completed;
- Owners seeking a substantial rehabilitation exemption must first obtain a Certificate of Occupancy (CO);
- Any property owner issued CO's on or before the adoption of new regulations effective September 20, 2016, must apply for an exemption not later than June 30, 2017, or such exemption will be deemed to be vacated (See *Attachment A* for complete regulations.)

Other Rent Stabilization Jurisdictions

There are nine (9) major cities in California with Rent Stabilization Ordinances: Oakland, Berkeley, San Jose, San Francisco, Santa Monica, Los Angeles, Hayward and West

Hollywood. Until 1989, Los Angeles had a “Substantial” renovation program (a type of “Substantial Rehabilitation”) that exempted units from rent control when owners made renovation investments more than designated amounts. The program was rescinded because a survey of the program concluded that it resulted in displacement of tenants unable to afford the higher rents that owners charged after the units were removed from the rent control program and because it was a method of gentrification.¹

Currently, Oakland and San Francisco are the only jurisdictions that allow a substantial rehabilitation exemption. However, requirements in San Francisco are more restrictive. The following are some significant differences:

- Rental units must be 50 or more years of age that require substantial renovation to conform to contemporary standards for decent, safe, and sanitary housing;
- Cosmetic improvements alone do not qualify as substantial rehabilitation;
- Improvements are deemed substantial unless costs not compensated for by insurance proceeds, equals 75% of the costs of newly constructed residential buildings;
- The owner must provide specific evidence with the substantial rehabilitation petition, including tenant histories and copies of eviction notices to prior tenants, and evidence that the building was essentially uninhabitable. (For a complete summary of the regulations see *Attachment B*.)

Impact of Recent Regulations Changes

As noted above, new regulations adopted September 20, 2016 require that any property owner issued a CO on or before September 20, 2016, must apply for a substantial rehabilitation exemption by June 30, 2017. In the past six years (from 2011 to the present), there have been 244 exemptions granted. Of the exemptions granted 35 were for substantial rehabilitation, or approximately six (6) per year. The surge in petitions for substantial rehabilitation in June 2017 appear to be the result of property owners meeting the deadline established in the new regulations.

Staff Recommendations

Staff recommends the Board review and consider the current Oakland regulations, the San Francisco regulations, and the comments submitted by the stakeholders². After review and discussion, it is recommended the Board consider the following:

- Allow the current regulations to stand;

¹ Kenneth K. Baar report of October 26, 1995: Issues and Option for the Rent Increase Standards Under Berkeley’s Rent Stabilization Ordinance.

² Written comments from stakeholders will be e-mailed to Board members as they are submitted.

- Adopt some or all of San Francisco's requirements;
- Adopt amendments which make substantial rehabilitation a temporary exemption. For example, the exemption expires after ten years;
- Eliminate substantial rehabilitation as an exemption. Costs of extensive renovation would be passed through as capital improvements;
- Request that a survey be conducted to determine the correlation between displacement and the substantial rehabilitation exemption.

Staff also recommends that the Board limit its public discussion to no more than three (3) meetings to ensure the City Council receives the recommendations as soon as possible.

Summary

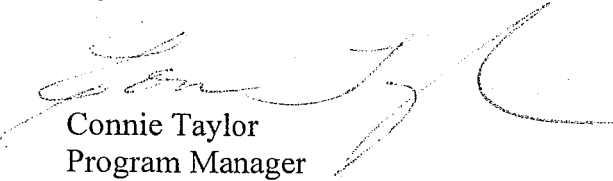
Although there are known instances of long-term tenants who have not been adversely affected by a substantial rehabilitation exemption, there are also instances of property owners abusing the exemption by forcing tenants out with exorbitant rent increases. Nonetheless, there is no data on the correlation between displacement and the substantial rehabilitation exemption. Unlike the New Construction exemption, tenants are covered under the Just Cause for Eviction Ordinance after a substantial rehabilitation exemption is granted. However, the buildings are no longer subject to controls on the rent. Because rents continue to soar in Oakland, the substantial rehabilitation exemption should be reviewed due to the potential impact it may have on this ongoing problem.

Attachments:

Attachment A: Current Oakland Regulations, 8.22.030 (2) (a)(b)(c)

Attachment B: Summary of Substantial Rehabilitation Petitions for San Francisco

Respectfully submitted,


Connie Taylor
Program Manager

Code of Ordinances of exemption may be granted only for dwelling units that are permanently exempt from the Rent Adjustment Ordinance as new construction, substantial rehabilitation, or by state law (Costa Hawkins).



- b. For purposes of obtaining a certificate of exemption or responding to a tenant petition by claiming an exemption from Chapter 8.22, Article I, the burden of proving and producing evidence for the exemption is on the owner. A certificate of exemption is a final determination of exemption absent fraud or mistake.
 - c. Timely submission of a certificate of exemption previously granted in response to a petition shall result in dismissal of the petition absent proof of fraud or mistake regarding the granting of the certificate. The burden of proving such fraud or mistake is on the tenant.
2. Exemptions for Substantially Rehabilitated Buildings.
- a. In order to obtain an exemption based on substantial rehabilitation, an owner must have spent a minimum of fifty (50) percent of the average basic cost for new construction for a rehabilitation project and performed substantial work on each of the units in the building.
 - b. The average basic cost for new construction shall be determined using tables issued by the chief building inspector applicable for the time period when the substantial rehabilitation was completed.
 - c. An owner seeking to exempt a property on the basis of substantial rehabilitation must first obtain a certificate of exemption after completion of all work and obtaining a certificate of occupancy. If no certificate of occupancy was required to be issued for the property, in lieu of the certificate of occupancy an owner may provide the last finalized permit. For any property that has a certificate of occupancy issued on or before the date of enactment of this subparagraph O.M.C. 8.22.30B.2.c. for which an owner claims exemption as substantially rehabilitated, the owner must apply for such exemption not later than June 30, 2017 or such exemption will be deemed to be vacated.
- C. Controlled, Regulated, or Subsidized Units. The owner of a dwelling unit that is exempt because it is controlled, regulated (other than by this chapter), or subsidized by a governmental agency (Section 8.22.030A.1) must file a notice with the Rent Adjustment Program within thirty (30) days after such dwelling unit is no longer otherwise controlled,

Rent Board

Topic No. 326: Substantial Rehabilitation Petitions

Landlords may petition for exemption from the Rent Ordinance because of substantial rehabilitation of a building. "Substantial rehabilitation" means the renovation, alteration or remodeling of a building containing essentially uninhabitable residential rental units of 50 or more years of age that require substantial renovation in order to conform to contemporary standards for decent, safe and sanitary housing. Substantial rehabilitation may vary in degree from gutting and extensive reconstruction to extensive improvements that cure substantial deferred maintenance. Cosmetic improvements alone such as painting, decorating and minor repairs, or other work which can be performed safely without having the units vacated, do not qualify as substantial rehabilitation.

Improvements will not be deemed substantial unless the cost of the work for which the landlord has not been compensated by insurance proceeds equals or exceeds 75% of the cost of newly constructed residential buildings of the same number of units and type of construction, excluding land costs and architectural/engineering fees. The determination of the cost of newly constructed residential buildings shall be based upon construction cost data reported by Marshall and Swift, Valuation Engineers, as adapted for San Francisco and posted by the Department of Building Inspection for purposes of determining permit fees. The schedule in effect on the date the Building Inspector gives final approval of the completed improvements shall apply.

The landlord must provide specific evidence with the Substantial Rehabilitation Petition, including: tenant histories and copies of eviction notices to prior tenants; a detailed description of the work performed and itemization of costs; proof that the building is over 50 years old; a determination of condemnation and/or a determination by the Department of Building Inspection that the building was ineligible for a permit of occupancy and/or other evidence that the building was essentially uninhabitable; an abstract of title; a complete inspection report issued by the Department of Building Inspection prior to the commencement of the rehabilitation work; proof of purchase price; a final notice of completion from the Department of Building Inspection or other evidence of the date the Building Inspector gave final approval of the completed improvements; copies of invoices, bids and cancelled checks substantiating the costs for which the landlord has not been compensated by insurance proceeds; a copy of the current assessment; and a work log for any claims for uncompensated labor.

Attachment B

In general, a petition for exemption based on substantial rehabilitation can be filed at any time after the work has been completed. However, a landlord who recovers possession of a rental unit under Ordinance Section 37.9(a)(12) in order to carry out substantial rehabilitation must file the petition within the earlier of two years following recovery of possession of the rental unit or one year following completion of the work. A landlord who fails to file a petition within such time and thereafter obtain a determination of exempt status from the Rent Board shall be rebuttably presumed to have wrongfully recovered possession of the tenant's rental unit in violation of the Ordinance.

Tenants may raise objections to the Substantial Rehabilitation Petition based upon any of the following: that the work was not done; that the work was necessitated by the current landlord's deferred maintenance resulting in a code violation; that the costs are unreasonable; and/or that the work was not principally directed to code compliance.

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