

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

**October 26, 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, October 12, 2017
4. OPEN FORUM
5. NEW BUSINESS
  - i. Appeal Hearing in Case:
    - a. T15-0549; De Tar v. Walker
    - b. Discussion and Possible Actions on Amendments to Just Cause for Eviction Regulations
6. SCHEDULING AND REPORTS
7. ADJOURNMENT

2017 OCT 18 PM 3:19



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

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

**Service Animals / Emotional Support Animals:** The City of Oakland Rent Adjustment Program is committed to providing full access to qualified persons with disabilities who use services 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  
October 12, 2017  
7:00 p.m.  
City Hall, Hearing Room #1  
One Frank H. Ogawa Plaza, Oakland, CA**

**DRAFT MINUTES**

**1. CALL TO ORDER**

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

**2. ROLL CALL**

MEMBER	STATUS	PRESENT	ABSENT	EXCUSED
Ramona Chang	Owner		X	
Jessie Warner	Homeowner	X		
Karen Friedman	Owner		X	
Benjamin Scott	Owner Alt	X		
Robert Stone	Homeowner	X		
Terry Sandoval	Tenant	X		
Mary Jo Cook	Homeowner			X
Debbie Mesaros	Tenant	X		
Edward Lai	Homeowner Alt	X		

Staff Present

Kent Qian	Deputy City Attorney
Connie Taylor	Rent Adjustment Program Manager
Luz Buitrago	Deputy City Attorney

**3. CONSENT ITEMS**

i. Approval of consent items:

R. Stone made a motion to approve consent minutes for September 28, 2017. E. Lai seconded. The Board voted as follows:

AYE: J. Warner; R. Stone, D. Mesaros, E. Lai, J. Warner, T. Sandoval

NAY: 0

ABSTAINED: 0

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The motion was approved by consensus.

4. OPEN FORUM

Jill Broadhurst

5. NEW BUSINESS

i. Appeal Hearing in consolidated cases:

a. T16-0269; Attarzadeh v. Lin  
L15-0060; Lin v. Tenant

Appearances:

Tenant Representative

Dave Bremer

Property Owner Representative

Jill Broadhurst

Rebuttal

Both parties offered rebuttal.

Board Discussion

After discussion and questions to both parties, E. Lai made a motion to affirm the Hearing Officer's decisions based on substantial evidence. B. Scott seconded. The Board voted as follows:

AYE: J. Warner, R. Stone, B. Scott, D. Mesaros, T. Sandoval, E. Lai

NAY: 0

ABSTAINED:0

The motion carried by consensus.

b. T16-0076; Lee v. Millar

This case to be rescheduled due to conflict of interest with property owner Board member.

c. T16-0296; Stewart v. WFGP LLC

Appearances: Owner Appeal

Property Owner Representative

Antoinette Ortiz

Tenant

Rhayeka Stewart

Rebuttal

Both parties offered rebuttal.

Board Discussion

After Board discussion and questions to both parties, E. Lai made a motion to deny the appeal based on lack of good cause for non-appearance by owner. R. Stone seconded. The Board voted as follows:

Aye: J. Warner, R. Stone, E. Lai, D. Mesaros, T. Sandoval, B. Scott

Nay: 0

Abstain: 0

The motion was approved by consensus.

d. Discussion and Possible Action on Amendments to the Rent Ordinance Substantial Rehabilitation Exemption

A Report to the Board was presented by the Rent Adjustment Program Manager. Deputy City Attorney Luz Buitrago admonished the Board regarding public comments that refer to open cases that may come before the Board.

Speakers on item 5d:

Leah Simon-Weisberg

Hilda Chen

Chelsea Hartigan

Lauren Krepa

Megan Spiral

Kendra Edwards

Jonah Strauss

Melissa Colon

Sarah Jystad

Carolyn Pulvino

Sam Greenspan  
Mark Lichterman  
Symon Chan  
Steve Edrington  
James Vann  
Ted Wong  
Susan Schacker  
Eddie Ytuarte

### Board Discussion

After Board discussion, R. Stone made a motion to impose an immediate moratorium pending further study of potential impacts. T. Sandoval seconded. E. Lai offered a friendly amendment that the moratorium be no less than 90 days and no more than one year. The moratorium would apply to this motion and the alternative motions. R. Stone accepted the amendment. The Board voted as follows:

Aye: T. Sandoval, D. Mesaros, E. Lai, R. Stone  
Nay: J. Warner  
Abstained: B. Scott

The motion passed.

J. Warner made a motion to stay beyond 10 p.m. The Board voted as follows.:

Aye: J. Warner, R. Stone, E. Lai, T. Sandoval, D. Mesaros, B. Scott  
Nay: 0  
Abstain: 0

The motion carried by consensus.

### Alternative Motions

Board discussion continued and J. Warner made a motion to eliminate substantial rehabilitation as an exemption. D. Mesaros seconded. The Board voted as follows:

Aye: D. Mesaros, J. Warner, T. Sandoval  
Nay: R. Stone, E. Lai, B. Scott  
Abstained: 0

The motion failed.

B. Scott made a motion that the substantial rehabilitation exemption apply only to empty or abandoned buildings and units that are vacant. In the occupied units, the tenants would be protected from the exemption. E. Lai seconded. The Board voted as follows:

Aye: B. Scott, E. Lai

Nay: R. Stone, J. Warner, T. Sandoval, D. Mesaros

Abstained: 0

The motion failed.

6. SCHEDULING AND REPORTS

1. Proposed Just Cause Regulations to be agendized for a regular meeting on October 26, 2017.

7. ADJOURNMENT

J. Warner made a motion to adjourn. The meeting adjourned by consensus at 10:45 p.m.

## CHRONOLOGICAL CASE REPORT

Case No.: T15-0549  
Case Name: De Tar v. Walker  
Property Address: 1837 13<sup>th</sup> Street, Oakland, CA  
Parties: Laura De Tar & Sara Jane Keskula (Tenants)  
Rahman Muhammad (Owner Representative)

### PROPERTY OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	October 14, 2015
Landlord Response filed	November 16, 2015
Hearing Decision issued	March 18, 2016
Owner Appeal filed	March 23, 2016



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

2016 MAR 23 AM 9:32  
**APPEAL**

**Appellant's Name**  
Rahman Muhammad

Agent for Landlord  Landlord  Tenant

**Property Address (Include Unit Number)**  
1837 13th Ave, Oakland, CA 94606

**Appellant's Mailing Address (For receipt of notices)**  
8053 Hansom Drive, Oakland CA  
94605

**Case Number** T15-0549  
**Date of Decision appealed** March 18, 2016

**Name of Representative (if any)**  
N/A

**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 \_\_\_\_\_, 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:

<b>Name</b>	Laura DeTar
<b>Address</b>	1837 13th Ave
<b>City, State Zip</b>	Oakland, CA 94606
<b>Name</b>	Sara Jane Keskula
<b>Address</b>	1837 13th Ave
<b>City, State Zip</b>	Oakland, CA 94606

<b>SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE</b>	<b>DATE</b> 3/23/16

**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.

March 23, 2016

To Appeal Board:

There was no pictures or supporting documentations about the windows not opening. There were several contractors that worked on the windows that have totally different versions of the operability of those windows.

There were evidences presented besides the testimonies about the water heater not working.

I have several tenants that live in the same building that would ~~the~~ substantiate that the water heater was knocked out by Lawa's work underneath the house located in close proximity of the hot water heater. It was not a dysfunction of a water heater, but of her unauthorized of her work underneath the house -

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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:** T15-0549, DeTar v. Walker  
**PROPERTY ADDRESS:** 1837 - 13<sup>th</sup> Ave, Oakland, CA  
**DATE OF HEARING:** February 26, 2016  
**DATE OF DECISION:** March 18, 2016  
**APPEARANCES:** Laura DeTar (Tenant)  
Sara Jane Keskula (Tenant)  
Rahman Muhammad (Agent for Owner)

## **SUMMARY OF DECISION**

The tenant's petition is granted.

## **CONTENTIONS OF THE PARTIES**

Tenant DeTar filed a petition on October 14, 2015, which alleges that a proposed rent increase from \$850 to \$925, effective September 1, 2015, exceeds the CPI Adjustment and is unjustified or is greater than 10%; that she has never received the form Notice to Tenants (RAP Notice); that at present there exists a health, safety, fire or building code violation in her unit; and that her housing services have been decreased due to conditions stated in a Notice of Violation, which was attached to her petition, as follows: "Wooden window frame broken/deteriorated at living room and bedroom window . . ." and "Water heater installed without permits . . ."

The owner filed a response to the petition, which alleges that the proposed rent increase is justified by banking, increased housing service costs, and capital improvements; that the tenant was first given the RAP Notice on November 2, 2015; and denies that the tenant's housing services have decreased.

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## THE ISSUES

- (1) When, if ever, did the tenant receive the 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?

## EVIDENCE

RAP Notice: At the Hearing, the parties agreed that the tenants were first given the RAP Notice in November 2015.

Rent Increase Notice: Both the tenant's petition and owner's response state that Ms. DeTar moved into the unit on July 15, 2013, at a rent of \$850 per month. At the Hearing, the tenants testified that they did not wish to contest the rent increase notice in question. They and the owner's agent agreed that the tenants have paid increased rent of \$925 per month from September 2015 through the date of the Hearing.

### Decreased Housing Services:

Windows: At the Hearing, the parties agreed that there are 2 windows in the living room and one in the bedroom. There is also a small window in both the kitchen and bathroom. Tenant DeTar testified that, at the start of her tenancy, both living room windows were painted shut, and could not be opened at all. The bedroom window would not stay open unless it was propped open with a board, and the bottom frame of the bedroom window was very loose. These problems were obvious, and when Ms. DeTar moved into the unit, Mr. Muhammad told her that these windows would be replaced. Mr. Muhammad did not deny that this conversation occurred.

Mr. De Tar further testified that she cut the paint on the other living room window as best as she could, but it could only be opened approximately 4 inches because of the many layers of paint. The other living room window could not be opened at all. Ms. DeTar further testified that, from the start of her tenancy, the bedroom window would not stay open unless it was propped open with a board. Additionally, the bottom frame of the bedroom window was very loose. As a result, there was very little ventilation in the unit.

The tenants submitted a Notice of Violation issued by the City inspection services agency following an inspection on March 4, 2015.<sup>1</sup> This Notice states, in part: "Wooden window frame broken/deteriorated at living room and bedroom window. Repair or replace window frames . . ." The parties agreed that the living room and bedroom windows were replaced on July 24, 2015.

Hot Water Heater: Tenant DeTar testified that, beginning in February 2014, the pilot light on the hot water heater in the basement would go out at least once a week. When this happened, she had no hot water. She immediately reported this to Mr. Muhammad, the owner's agent. The tenant submitted a number of emails addressed from and to Laura DeTar and Rahman Muhammad, from August 22, 2013 through February 23, 2015.<sup>2</sup> At the Hearing, Mr.

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<sup>1</sup> Exhibit No. 1, which was admitted into evidence without objection.

Muhammad testified that one cannot tell from these emails whether Ms. DeTar in fact sent these emails to him. The email dated August 26, 2013, from Mr. Muhammad to Ms. DeTar, states: "Please call me 220 8888." This is the same telephone number written on the owner's response as being Mr. Muhammad's number.

The email dated January 27, 2015 states, in part: "The water heater in the basement still needs some work so that the pilot light will not go out all the time. . . the water heater is missing the outer burner door that protects the pilot light from the winds . . . Jose began working on the water heater with some scrap metal . . . day 2 of the fix the pilot light had blown out again and I had a cold shower . . . The water heater part needs to be replaced . . ." At the Hearing, Mr. Muhammad testified that the water heater was always in good condition, and the problem was caused by Ms. DeTar going in and out of the basement, which created a draft. Ms. DeTarbut testified that the hot water heater was repaired in April 2015. Mr. Muhammad did not contest this testimony.

### FINDINGS OF FACT AND CONCLUSIONS OF LAW

RAP Notice: In view of the agreement of the parties, it is found that the tenant first received the RAP Notice in November 2015.

Decreased Housing Services: Under the Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent<sup>3</sup> and may be corrected by a rent adjustment.<sup>4</sup> However, in order to justify a decrease in rent, a decrease in housing services must be either the elimination or reduction of a service that existed at the start of the tenancy or a violation of the housing or building code which seriously affects the habitability of the tenant's unit.

There is also a time limit for claiming decreased housing services. A tenant petition must be filed within 60 days after the date of service of a rent increase notice or change in the terms of a tenancy or the date the tenant first receives the RAP Notice, whichever is later.<sup>5</sup>

If a tenant has not received the RAP Notice more than 60 days before filing a petition, he or she can be granted restitution for rent overpayments due to decreased housing services for a maximum of 3 years.<sup>6</sup> In this case, the tenants were not given a RAP Notice until after filing the petition. Therefore, the tenants may be granted restitution from the start of the tenancy on July 15, 2013.

Windows: Section 15.08.22(C) of the Oakland Building Maintenance Code states: "Habitable rooms shall be provided with natural ventilation . . ." Ventilation provides fresh air as well as reducing the possibility of mold and mildew in a unit. The owner's agent was well aware of the problem with the windows at the start of the tenancy, and the windows should

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<sup>2</sup> Exhibit Nos. 2A through 2K. Mr. Muhammad objected to the admission of these documents into evidence because one cannot tell from them if Ms. DeTar sent these emails to him. The objection was overruled, and the documents were admitted into evidence.

<sup>3</sup> O.M.C. Section 8.22.070(F)

<sup>4</sup> O.M.C. Section 8.22.110(E)

<sup>5</sup> O.M.C. Section 8.22.090(A)(2)

<sup>6</sup> Appeal Decision in Case No. T06-0051, Barajas/Avalos v. Chu

reasonably have been replaced within 2 months, being September 15, 2013. The delay of nearly 2 full years reduced the housing services by 10% during that time. Therefore, as set forth on the Table below, the tenants overpaid rent.

Hot Water Heater: Reliable hot water is obviously a basic housing service, and the repair was quite simple and inexpensive. The owner's failure to remedy this problem reduced the housing services by 5% from February 1, 2014 through April 2015. As set forth on the Table below, the tenants overpaid rent.

Conclusion: The tenants overpaid rent in the amount of \$2,592.50. The overpayment is ordered repaid over a period of 12 months.<sup>7</sup> The rent is temporarily reduced by \$216.04 per month, to \$708.96 per month, beginning with the rent payment in April 2016 and ending with the rent payment in March 2017.

**VALUE OF LOST SERVICES**

Service Lost	From	To	Rent	% Rent Decrease	Decrease /month	No. Months	Overpaid
Windows	15-Sep-13	24-Jul-15	\$850	10%	\$ 85.00	23	\$1,955.00
Hot Water	1-Feb-14	30-Apr-15	\$850	5%	\$ 42.50	15	\$ 637.50
<b>TOTAL LOST SERVICES</b>							<b>\$2,592.50</b>

**RESTITUTION**

MONTHLY RENT	\$925
<b>TOTAL TO BE REPAYED TO TENANT</b>	<b>\$2,592.50</b>
TOTAL AS PERCENT OF MONTHLY RENT	357%
AMORTIZED OVER 12 MO. BY REG. IS	<b>\$216.04</b>

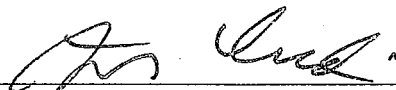
**ORDER**

1. Petition T15-0549 is granted.
2. The Base Rent is \$925 per month.
3. Because of past decreased housing services, the tenants overpaid rent in the amount of \$2,592.50. This overpayment is adjusted by a rent reduction for 12 months.
4. The rent is temporarily reduced by \$216.04 per month, to \$708.96 per month, beginning with the rent payment in April 2016 and ending with the rent payment in March 2017.
5. In April 2017, the rent will increase to \$925 per month.
6. Right to Appeal: **This decision is the final decision of the Rent Adjustment Program Staff.** Either party may appeal this decision by filing a properly completed appeal using the

<sup>7</sup> Regulations, Section 8.22.110(F)

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: March 18, 2016



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Stephen Kasdin  
Hearing Officer  
Rent Adjustment Program



**PROOF OF SERVICE**

**Case Number T15-0549**

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

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

**Tenant**

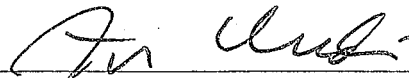
Laura DeTar  
1837 13th Ave  
Oakland, CA 94606

**Owner**

Kathy Walker  
5420 Bacon RD  
Oakland, CA 94619  
  
Kathy Walker  
8053 Hansom Dr  
Oakland, CA 94605  
  
Rahman Mohammed  
8053 Hansom Dr  
Oakland, CA 94605

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on March 18, 2016 in Oakland, CA.



Stephen Kasdin

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**CITY OF OAKLAND**  
**RENT ADJUSTMENT PROGRAM**  
 P.O. Box 70243  
 250 Frank H. Ogawa Plaza, Suite 5313  
 Oakland, CA 94612  
 (510) 238-3721

For filing stamp.

CITY OF OAKLAND  
 RENT ADJUSTMENT PROGRAM  
 2015 NOV 16 AM 10:53

**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 - 15-0549**

**OWNER RESPONSE**

**Please print legibly.**

Your Name <i>Kathy Walker</i>	Complete Address (with zip code) <i>5420 Bacon Rd. Oakland, CA 94609</i>	Phone: <i>510.378.6730</i> Email: _____
Your Representative's Name (if any) <i>Rahman Muhammad Manager</i>	Complete Address (with zip code) <i>8053 Hanson Dr. Oakland, CA 94605</i>	Phone: <i>510.220.8888</i> Fax: _____ Email: _____
Tenant(s) name(s) <i>Laura DeTar</i>	Complete Address (with zip code) <i>1837 -13th Ave. Oakland, CA 94606</i>	

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

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

There are 2 residential units in the subject building. I acquired the building on 1/27/2013

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

**I. RENTAL HISTORY**

The tenant moved into the rental unit on July 15, 2013.

The tenant's initial rent including all services provided was \$ 850<sup>00</sup> / 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? 11/2/15

Is the tenant current on the rent? Yes  No \_\_\_

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

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? Aug. 1, 2015 Did you submit a copy of the Enhanced Notice to the RAP office within 10 days of serving the tenant? Yes  No  . Not applicable: there was no capital improvements increase. \_\_\_\_\_

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

Date Notice Given (mo/day/year)	Date Increase Effective (mo/day/year)	Amount Rent Increased		Did you provide NOTICE TO TENANTS with the notice of rent increase?
		From	To	
8/1/2015	9/1/2015	\$ 850 <sup>00</sup>	\$ 925 <sup>00</sup>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No

**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)
9/1/15	<input checked="" type="checkbox"/>	<input checked="" 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"/>	<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, 6<sup>th</sup> 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.*

*Paul Walker*  
Owner's Signature

11/1/15  
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).***

*Paul Walker*  
Owner's Signature

11/1/15  
Date

T15-0549 MS/SK

<b>CITY OF OAKLAND</b> <b>RENT ADJUSTMENT PROGRAM</b> Mail To: P. O. Box 70243 Oakland, California 94612-0243 (510) 238-3721	For date stamp. <div style="text-align: right;">2015 OCT 14 PM 3:51</div>
--	--

**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 <b>LAURA DETAR</b>	Rental Address (with zip code) <b>1837 13th Ave, 94606</b>	Telephone <b>541-231-2881</b>
Your Representative's Name	Mailing Address (with zip code)	Telephone
Property Owner(s) name(s) <b>Kathy Walker - Owner</b> <b>Rahman Mohammed -</b> <b>Property Manager</b>	Mailing Address (with zip code) <b>Kathy - unknown</b> <b>Rahman - 8053 Hanson Dr</b> <b>94605</b>	Telephone <b>Kathy: 510-378-6730</b> <b>Rahman: 510-220-8888</b>
Number of units on the property: <b>7</b>		

Type of unit you rent (circle one)	House	Condominium	<b>Apartment</b> Room, or Live-Work
Are you current on your rent? (circle one)	<b>Yes</b>	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 checked="" type="checkbox"/>	(d) No written notice of Rent Program was given to me together with the notice of increase(s) I am contesting. (Only for increases noticed after July 26, 2000.)
<input checked="" type="checkbox"/>	(e) A City of Oakland form notice of the existence of the Rent Program was not given to me at least six months before the effective date of the rent increase(s) I am contesting.
<input type="checkbox"/>	(f1) The housing services I am being provided have decreased. (Complete Section III on following page)
<input checked="" type="checkbox"/>	(f2) At present, there exists a health, safety, fire, or building code violation in the unit. <u>If the owner has been cited in an inspection report, please attach a copy of the citation or report.</u>
<input type="checkbox"/>	(g) The contested increase is the second rent increase in a 12-month period.
<input type="checkbox"/>	(h) The notice of rent increase based upon capital improvement costs does not contain the "enhanced notice" requirements of the Rent Adjustment Ordinance or the 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: 7/15/2013 Initial Rent: \$ 850 /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: 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		
		\$	\$	<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: NONE

**III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:**

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

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

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

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

**IV. VERIFICATION:** The tenant must sign:

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

[Handwritten Signature]  
Tenant's Signature

10/14/15  
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): City of Oakland website



## History of Inadequate Housing Services: 1837 13<sup>th</sup> Ave, Oakland, 94606

Start: July 15, 2013

End: July 24, 2015

### July 15, 2013.

Laura deTar became a legal tenant at above address. Before moving into the unit the Property Manager, Rahman Muhammed said that he would be replacing the windows because a few of them were in bad condition. Rahman indicated that windows had been ordered, that it would take 4-6 weeks for them to arrive, and that he would call Laura to schedule an installation date.

### August 22, 2013

Almost 6 weeks after moving in, Laura emailed Rahman regarding the window order and installation [see attached emails beginning 8/22/2013]. The email conversation from August 22<sup>nd</sup> also mentions a verbal agreement wherein Rahman offers Laura the use the storage area in the basement under the house. In the email Laura confirms that she would like to take advantage of the offer.

### November 1, 2013

The conversation regarding the window replacement continued for the next several weeks via email between the Tenant and Property Manager. During that time, Rahman sent a handyman, Miguel, to bring Laura a copy of the key to the basement for her to use for storage, and to look at the windows and cut the paint around them so they would be somewhat functional. When Miguel was onsite, he noted that several of the windows were in bad condition, and one was so bad that he would not cut the paint to open the window. Miguel said: "If that window were opened and closed regularly the bottom of the window would fall apart."

Of the five windows in the unit, Laura was left with:

- Two small windows that functioned normally (kitchen and bathroom)
- One window in the middle of the house that was in very poor condition but could be opened 6" if carefully propped up with a piece of wood
- Two windows in the front of the unit, one that opened a total of 4" and the other that could not be opened due to its state of disrepair

The email conversation about windows between Laura and Rahman halted after November 1<sup>st</sup>, 2013, when Rahman informed Laura: "It would be a while before he would be able to get the new windows because he had lost a deposit he put down with a window company that had closed."

November 2013 – March 2014

The conversation over the next several months regarding the windows and other repairs on the property was mostly conducted over text message or via phone calls - it was easier for Laura to get Rahman to respond to questions that way. More pressing issues on the property came up that winter including a malfunctioning water heater and excessive trash and blight, and in conversations regarding those issues Rahman continued to report that: "He was working on getting the windows in the unit replaced."

March 7<sup>th</sup>, 2014

Laura emails Rahman again about getting new windows installed in the unit. The conversation over the course of that day indicates that Rahman had not found another place to order new windows for the unit from, and the windows still had not been ordered.

In the next several months, all conversations between Laura and Rahman were over phone or text, and after several months of continuing to be put off and having no results Laura called the Property Owner.

December 23, 2014

Laura called Property Owner, Kathy Walker, to ask about the windows (and the water heater, although that is not a part of this complaint) and requested that Kathy's handyman, Jose, come to inspect the issues. Kathy said we'd have to wait to call until after the holidays because Jose is busy.

January 10<sup>th</sup>, 2015

Laura called Jose, and arranges a time to inspect windows.

January 16<sup>th</sup>, 2015

Jose inspects the windows (and addresses the water heater) and he concluded that the two front windows and the window in the middle of Laura's unit needed work and/or replacement. Jose said he would follow-up with Kathy. Laura doesn't hear back from either again.

January 27<sup>th</sup>, 2015

Laura followed up with Rahman via email.

January 29<sup>th</sup>, 2015

Rahman and his handyman Miguel came by to measure for the new windows.

February 13<sup>th</sup> and 17<sup>th</sup>, 2015

Laura followed up with Rahman via email.

February 22<sup>nd</sup>, 2015

With no response from Rahman Laura called Kathy again. Laura emailed Rahman about the conversation with Kathy, and Rahman responded the next day with vague information about how long it takes for windows to arrive after ordering.

February 23<sup>rd</sup>, 2015:

Emails drop off and conversations about the windows are over phone and text.

February 27<sup>th</sup>, 2015

Laura is locked out of the basement storage space that she had been using with Rahman's approval since August 2013. Laura confirmed that she had been locked out of the basement intentionally after calling Jose – who said that Kathy told him to change the locks on the basement and that Laura could no longer store anything down there. Laura took this conversation with Jose as 30-days notice that she needed to move her belongings out of the basement, and Jose agreed to allow her access long enough to remove her things. The fact that Laura was locked out of this storage space for no apparent reason other than the Property Owner's direction to her handyman indicated to Laura that this act was **retaliation** for the continued pressure Laura was placing on the Property Owner to fix the windows in disrepair in the unit.

March 1<sup>st</sup>, 2015:

Laura started renting a separate storage unit as a result and worked with Jose over the next few weeks to gain access to the basement to move her belongings.

March 5<sup>th</sup>, 2015

Laura files a formal complaint with Oakland's Code Compliance Division about the windows and the lack of action from those responsible. With the added pressure of Code Compliance, Rahman put Laura in touch with his son, Adrian, who eventually ordered the windows.

July 24<sup>th</sup>, 2015.

Miguel installed the windows!!!

All told, Laura lived in this unit with windows that did not open in a safe and normal fashion from 7/15/13 – 7/24/15, a little more than 24 months. The frustration of having to continue to pursue these necessary repairs, the fire hazard caused by windows that did not open, and the decreased and inadequate housing that was provided as a result have led

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Laura to file this claim. The lack of adequate services equates to \$250 per month for Laura, in total \$6000 over the 24 months of her tenancy. Laura is not willing to volunteer for the mediation session that the Rental Adjustment Program offers due to the very frustrating nature of the business relationship she has with those responsible for this property. Laura will accept whatever decisions the Rent Adjustment Program Officer makes, and is happy to answer any questions from the Program Officer on this matter. If there is a financial award made to Laura, it would be best for Laura to be able to deduct this amount from the monthly rent that she is due to pay Kathy Walker at the beginning of each month. Laura plans to continue residing in this unit, abiding by the terms of the new lease signed September 1<sup>st</sup>, 2015, and maintaining the front yard per the new lease. Laura is willing to deduct the total amount potentially awarded to her over several months if that situation is agreeable for the Property Manager. For example, if \$6000 is awarded, Laura could deduct \$925, the current monthly rent on the unit, for 6 months, and then \$450 from the rent in the 7<sup>th</sup> month until the total \$6000 debt is paid. If the award is larger than \$6000 then Laura would appreciate a review with the Program Officer to determine the best course of action. Deducting the total amount awarded is preferable to Laura because she is confident that if the Property Owner/Property Manager were instead required by the City to send a payment to Laura, that the payment would never arrive and compensation would never occur.

The Property Manager and Owner of this property seem to provide inadequate housing to many of the other units on site, based on Laura's experiences talking with other tenants. Many tenants do not have the resources to be able to press those responsible to make the repairs needed in their unit, and Laura and Sara Jane (both legal tenants per the lease signed 9/1/2015) plan to file a complaint with Code Compliance to inspect the other units on the property for compliance.

Accompanying Documentation:

- Copies of Rental Agreements dating July 15, 2013 through present.
- Copies of email exchanges between Laura and Rahman Muhammed from very early in Laura's tenancy regarding the need for window repairs.  
**NOTE: Emails were printed double-sided to save paper; and all especially pertinent conversations have been highlighted with a yellow marker.**
- Copy of the Violation Notice from the City of Oakland's Code Enforcement Division regarding the windows in the rental unit.
- Proof of new private storage unit being rented by Laura in response to being locked out of the basement storage space.

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CITY OF OAKLAND

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

Planning and Building Department

Bureau of Building

Inspections, Permits and Code Enforcement Services

[www.oaklandnet.com](http://www.oaklandnet.com)

(510) 238-6402

FAX: (510) 238-2959

TDD: (510) 238-3254

## NOTICE OF VIOLATION

March 5, 2015

*Certified and Regular mail*

To: WALKER KATHY K  
4850 LAKERIDGE DR  
RENO NV 89509-5714

Code Enforcement Case No.: 1500660

Property: 1837 13TH AVE

Parcel Number: 021 -0238-010-00

Re-inspection Date: April 9, 2015

The Code Enforcement Division inspected your property on **March 4, 2015** and confirmed that the violations of the Oakland Municipal Code (OMC) marked below are present. Photographs of the violations and a brochure explaining how to correct them are enclosed.

Photo	Description of Violation	Location	OMC Section
	<b>Property Maintenance</b>		
	<b>Building Maintenance (Code)</b>		
Yes	Wooden window frame broken/deteriorated at living room and bedroom window. Repair or replace window frames in an approved manner.	Living room/bedroom	15.08.050 15.08.240
Yes	Water heater installed without permits, inspections and approvals. Obtain permits, inspections and approvals.	Basement	15.08.230 (G) 15.08.140

000029 *UA*

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

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

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

Sincerely,



Randy Schimm  
Specialty Combination Inspector  
Planning and Building Department

Encl: Blight Brochure  
Violation Appeal Form

cc:

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

City of Oakland

**CITY OF OAKLAND**  
**OFFICE OF THE CITY ATTORNEY**

***SUPPLEMENTAL REPORT***

To: Chairperson Jessie Warner and Members of the  
Housing Residential Rent and Relocation Board

FROM: Kent Qian, Deputy City Attorney

DATE: October 18, 2017

**SUBJECT: Revisions to Owner Occupancy Exemption Regulations**

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At the September 28 meeting, the Board considered Just Cause for Eviction Regulations regarding owner occupancy exemption ("Regulations") brought forward by staff. During the Board's discussion of the proposed amendments to the Regulations, the Board advised that it would like to make certain changes to the proposed regulations. These include clarifying that live-work units are covered under the Just Cause ordinance and removing language stating that failure to file certificate does not affect the owner's right to bring an unlawful detainer action as unnecessary.

This supplemental report identifies the changes made in response to requests by the Board:

1. Insert definition of "Rental Unit" to specifically include live-work units or other types of non-conforming units [8.22.340];
2. Require owners to file a certificate when a new tenant moves in if the owner was not required to file a certificate before, e.g. if the property was owner occupied at the time the regulation becomes effective; [8.22.350F.c.iv]
3. Added a 30-day deadline for the owner to file a certificate with the Rent Program when a property no longer qualifies for the owner occupancy exemption from the Just Cause Ordinance; [8.22.350F.d.ii]
4. Removed express statement that failure to file or serve certificate does not affect the Owner's right to bring an unlawful detainer action. [8.22.350F.g.iii]

We ask that the Rent Board consider and adopt these proposed regulations as revised in Attachment B (revisions from initial version are reflected in track changes).

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Attachment B

Amendments to Just Cause For Eviction Regulations

Reg 8.22.340 Definitions

“Appeal Panel” has the same meaning as that term is defined in O.M.C. Section 8.22.020.  
[existing]

“Rent Program” means the Rent Adjustment Program as defined in O.M.C. Section 8.22.020.  
[existing]

“Rental Unit” includes live-work units or other types of non-conforming residential units. [new]

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

- a. Scope of Regulations: The regulations in this section are designed to provide reporting requirements to better assure compliance with the Owner-Occupancy Exemption from Just Cause for Eviction Ordinance Contained in Section 8.22.350F of the Oakland Municipal Code.
- b. Applicability: This regulation applies to any unit in a residential property that is divided into two or three units, one of which is occupied by the Owner of Record as his or her principal residence.
- c. Certification to the Rent Program Following Occupancy.
  - i. Within 30 days of an Owner of Record commencing occupancy of a unit as a principal residence, the Owner of Record must file a certificate with the Rent Program attesting to the occupancy in addition to any evidence of occupancy as required by the certificate. The certificate must also attest to whether the Owner of Record claims a homeowner’s property tax exemption on any other real property in the State of California.
  - ii. The certificate must be accompanied by a proof of service on each Tenant of the other units of the property.
  - iii. A certificate must be filed within 30 days of occupancy for each subsequent new Owner of Record who occupies the unit as a principal residence.
  - iv. At the commencement of each new tenancy after the initial certificate filing, the Owner of Record must serve the Tenant a copy of the certificate filed with the Rent Program with a proof of service on the Tenant. If the Owner of Record did not file a certificate of the Rent Program upon occupancy because the owner occupancy first commenced before the effective date of the regulation, the Owner of Record must file a new certificate with the Rent Program within 30 days of the commencement of the new tenancy accompanied by a proof of service on the Tenant.
  - v. Filing of a certificate under this subsection will satisfy the filing requirement in 8.22.360.B.8.b.ii (Certification Following Occupancy After No-Fault Eviction), if the Owner of Record is also subject to the filing requirement in that subdivision.
- d. Certification to the Rent Program when Property is no Longer Exempt
  - i. The owner-occupancy exemption continues until an Owner of Record no longer continuously occupies the property or begins claiming a homeowner’s property tax exemption on any other real property in the State of California.
  - ii. If an Owner of Record no longer occupies the unit as a principal residence or no longer qualifies for the exemption, the Owner of Record must file a certificate



- with the Rent Program stating the reason why the property is no longer exempt within 30 days of expiration of the exemption.
- iii. The certificate must be accompanied by a proof of service on each tenant of the other units of the property.
- e. Rent Program Dispute Resolution
- i. The Rent Program has concurrent jurisdiction with the court over disputes over the Owner's eligibility for the owner-occupancy exemption.
  - ii. Either an Owner of Record or a Tenant may petition the Rent Program at any time to address Owner of Record's exemption eligibility.
  - iii. Rent Program hearings contesting an Owner of Record's exemption eligibility are conducted in accordance with the procedures set forth in Rent Adjustment Program Regulations 8.22.090.
  - iv. The Owner has the burden of proving exemption eligibility.
- f. Forms and Information Required as Part of Certification.
- i. Staff shall develop forms for required certificates.
  - ii. The certificates shall be filed under penalty of perjury.
  - iii. Staff is authorized to request supplemental information consistent with the purpose of each of these certifications.
- g. Penalties for Failing to File Certificate.
- i. An Owner of Record who fails to timely file or serve a certificate after notice of the filing requirement may be assessed administrative citation pursuant to O.M.C. Chap. 1.12.
  - ii. An Owner of Record who fails to timely file or serve a certificate on more than one occasion after notice of the filing requirement, may be assessed a civil penalty pursuant to O.M.C. Chap. 1.08.
  - ~~iii. Failure to file or serve a certificate does not affect the Owner's right to bring an unlawful detainer action.~~

Attachment B

Amendments to Just Cause For Eviction Regulations

Reg 8.22.340 Definitions

“Appeal Panel” has the same meaning as that term is defined in O.M.C. Section 8.22.020.  
[existing]

“Rent Program” means the Rent Adjustment Program as defined in O.M.C. Section 8.22.020.  
[existing]

“Rental Unit” includes live-work units or other types of non-conforming residential units. [new]

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

- a. Scope of Regulations: The regulations in this section are designed to provide reporting requirements to better assure compliance with the Owner-Occupancy Exemption from Just Cause for Eviction Ordinance Contained in Section 8.22.350F of the Oakland Municipal Code.
- b. Applicability: This regulation applies to any unit in a residential property that is divided into two or three units, one of which is occupied by the Owner of Record as his or her principal residence.
- c. Certification to the Rent Program Following Occupancy.
  - i. Within 30 days of an Owner of Record commencing occupancy of a unit as a principal residence, the Owner of Record must file a certificate with the Rent Program attesting to the occupancy in addition to any evidence of occupancy as required by the certificate. The certificate must also attest to whether the Owner of Record claims a homeowner’s property tax exemption on any other real property in the State of California.
  - ii. The certificate must be accompanied by a proof of service on each Tenant of the other units of the property.
  - iii. A certificate must be filed within 30 days of occupancy for each subsequent new Owner of Record who occupies the unit as a principal residence.
  - iv. At the commencement of each new tenancy after the initial certificate filing, the Owner of Record must serve the Tenant a copy of the certificate filed with the Rent Program with a proof of service on the Tenant. If the Owner of Record did not file a certificate of the Rent Program upon occupancy because the owner occupancy first commenced before the effective date of the regulation, the Owner of Record must file a new certificate with the Rent Program within 30 days of the commencement of the new tenancy accompanied by a proof of service on the Tenant.
  - v. Filing of a certificate under this subsection will satisfy the filing requirement in 8.22.360.B.8.b.ii (Certification Following Occupancy After No-Fault Eviction), if the Owner of Record is also subject to the filing requirement in that subdivision.
- d. Certification to the Rent Program when Property is no Longer Exempt
  - i. The owner-occupancy exemption continues until an Owner of Record no longer continuously occupies the property or begins claiming a homeowner’s property tax exemption on any other real property in the State of California.
  - ii. If an Owner of Record no longer occupies the unit as a principal residence or no longer qualifies for the exemption, the Owner of Record must file a certificate

- with the Rent Program stating the reason why the property is no longer exempt within 30 days of expiration of the exemption.
- iii. The certificate must be accompanied by a proof of service on each tenant of the other units of the property.
- e. Rent Program Dispute Resolution
- i. The Rent Program has concurrent jurisdiction with the court over disputes over the Owner's eligibility for the owner-occupancy exemption.
  - ii. Either an Owner of Record or a Tenant may petition the Rent Program at any time to address Owner of Record's exemption eligibility.
  - iii. Rent Program hearings contesting an Owner of Record's exemption eligibility are conducted in accordance with the procedures set forth in Rent Adjustment Program Regulations 8.22.090.
  - iv. The Owner has the burden of proving exemption eligibility.
- f. Forms and Information Required as Part of Certification.
- i. Staff shall develop forms for required certificates.
  - ii. The certificates shall be filed under penalty of perjury.
  - iii. Staff is authorized to request supplemental information consistent with the purpose of each of these certifications.
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- i. An Owner of Record who fails to timely file or serve a certificate after notice of the filing requirement may be assessed administrative citation pursuant to O.M.C. Chap. 1.12.
  - ii. An Owner of Record who fails to timely file or serve a certificate on more than one occasion after notice of the filing requirement, may be assessed a civil penalty pursuant to O.M.C. Chap. 1.08.
  - iii. ~~Failure to file or serve a certificate does not affect the Owner's right to bring an unlawful detainer action.~~

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

**RESOLUTION No. R17-003**

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

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED BY THE FOLLOWING VOTE

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

NOES:

ABSENT:

ABSTENTION:

\_\_\_\_\_  
Date:

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

#2227728v1