

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

November 9, 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 26, 2017
4. OPEN FORUM
5. NEW BUSINESS
 - i. Appeal Hearing in cases:
 - a. T16-0077; Sabrah v. Asset Management
 - ii. Discussion and Possible Action on Board Procedures
6. SCHEDULING AND REPORTS
7. ADJOURNMENT

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

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.

2017 NOV - 1 PM 1:12
OFFICE OF THE CITY CLERK
OAKLAND

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 26, 2017
7:00 p.m.
City Hall, Hearing Room #1
One Frank H. Ogawa Plaza, Oakland, CA**

DRAFT MINUTES

1. CALL TO ORDER

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

2. ROLL CALL

MEMBER	STATUS	PRESENT	ABSENT	EXCUSED
Debbie Mesaros	Tenant	X		
Terry Sandoval	Tenant	X	X	
Karen Friedman	Landlord	X	X	
Jessie Warner	Homeowner	X		X
Ramona Chang	Landlord			X
Robert Stone	Homeowner	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 for October 10, 2017

J. Warner made a motion to approve the minutes with changes on page 6 & 7. R. Stone seconded. The Board voted as follows:

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

Nay: 0

Abstained: K. Friedman

The motion was approved.

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4. OPEN FORUM

No speakers.

Note: D. Mesaros arrived at 7:25.

5. NEW BUSINESS

i. Hearing of Appeal in related Cases:

a. T15-0549; De Tar v. Walker

Appearances: Owner Appeal

Owner Representative

Rahman Muhammad

Tenant

Laura De Tar

Rebuttal

Both parties offered rebuttal.

Board Discussion:

After Board discussion and questions to both parties, D. Mesaros made a motion to affirm the decision based on substantial evidence. R. Stone seconded. The Board voted as follows:

Aye: R. Stone, D. Mesaros, T. Sandoval, J. Warner, K. Friedman

Nay: 0

Abstained: 0

The motion was approved by consensus.

ii. Discussion and Possible Action on Amendments to the Just Cause for Eviction Regulations

Speakers:

James Vann
Jonah Strauss
Heidi Brodst
Charles Franklin
James Vann (had time left)

Board Discussion

The Board discussed possible changes to the Regulations.

Board Break: 9:00 p.m.

ROLL CALL 9:10 p.m.

D. Mesaros
K. Friedman
T. Sandoval
J. Warner
R. Stone

Board Discussion

Board discussion continued. J. Warner made a motion to continue past 10 p.m. D. Mesaros seconded. The Board voted as follows:

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

The motion was approved; however, without K. Friedman there would be no quorum to continue the discussion. The matter will be scheduled at the December regular Board meeting.

6. SCHEDULING AND REPORTS

1. Agendize a discussion of Board procedures.

7. ADJOURNMENT

J. Warner made motion to adjourn. R. Stone seconded. The meeting was adjourned by consensus at 10:05 p.m.

CHRONOLOGICAL CASE REPORT

Case No.: T16-0077
Case Name: Sabrah v. Asset Management
Property Address: 37 Moss Avenue, Apt. 10, Oakland, CA
Parties: Waleed Sabrah (Tenant)
Asset Management (Property Owner)

TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petitions filed	February , 2016
Owner Response filed	February 26, 2016
Hearing Decision issued	August 18, 2016
Tenant Appeal filed	September 7, 2016

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City of Oakland Residential Rent Adjustment Program 250 Frank Ogawa Plaza, Suite 5313 Oakland, California 94612 (510) 238-3721	2016 SEP -7 PM 4: 00 APPEAL
Appellant's Name Waleed Sabrah	Landlord <input type="checkbox"/> Tenant <input checked="" type="checkbox"/>
Property Address (Include Unit Number) 37 Moss Ave Unit #10, Oakland, CA 94610	
Appellant's Mailing Address (For receipt of notices) 37 Moss Ave Unit #10, Oakland, CA 94610	Case Number T16-0077 Date of Decision appealed 08/18/2016
Name of Representative (if any)	Representative's Mailing Address (For notices)


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

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

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

8. You must serve a copy of your appeal on the opposing party(ies) or your appeal may be dismissed. I declare under penalty of perjury under the laws of the State of California that on 09/07, 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>	Beacon Properties
<u>Address</u>	466 40th St.,
<u>City, State Zip</u>	Oakland, CA 94609
<u>Name</u>	
<u>Address</u>	
<u>City, State Zip</u>	

	
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE 09/07/2016

IMPORTANT INFORMATION:

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

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

ATTACHMENT TO APPEAL

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2016 SEP -7 PM 4: 00

CASE NUMBER: T16-0077, Sabrah v. Beacon Properties

PROPERTY ADDRESS: 37 Moss Ave., Unit #10, Oakland, CA 94610

This appeal of the Hearing Officer's decision on appellant's claims of decreased services doesn't challenge the Hearing Officer's order pertaining to the vanity mirrors, which shall stand unchallenged, but it only challenges the Hearing Officer's denial of the remaining claims.

NOTICE OF UNAVAILABILITY PRIOR TO APPEAL HEARING SCHEDULING

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM
2016 SEP -7 PM 4:00

CASE NUMBER: T16-0077, Sabrah v. Beacon Properties

PROPERTY ADDRESS: 37 Moss Ave., Unit #10, Oakland, CA 94610

To the Rent Adjustment Program scheduling staff please take note:

For purposes of scheduling an appeal hearing date, Appellant wouldn't be available on the following dates:

December 1st- January 10th of 2017

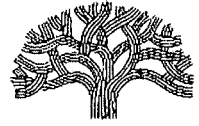
March 01st- June 30th of 2017

Date: 09/07/2016



APPELLANT/ Waleed Sabrah

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM
2016 SEP -7 PM 4:01



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: T16-0077, Sabrah v. Asset Management

PROPERTY ADDRESS: 37 Moss Ave, Apt. 10, Oakland, CA

DATE OF HEARING: June 1, 2016

DATE OF DECISION: August 17, 2016

APPEARANCES: Waleed Sabrah, (Tenant)

No appearance by owner

SUMMARY OF DECISION

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

CONTENTIONS OF THE PARTIES

Tenant Waleed Sabrah filed a petition alleging that his housing services have been decreased due to rusty vanity mirrors, rusty vanity mirror door hinges, rusty bathtub, damaged bathroom floor, leaky windows all over the unit and garage ADA access. The tenant also alleged that at present there exists health, safety, fire or building code violation in the unit.

The owner filed a timely response to the tenant's petition in which the owner denied any decrease in housing services. The owner did not appear at the Hearing.

THE ISSUES

- (1) How does Mr. Sabrah's refusal to go forward with a scheduled inspection affect his claims?
- (2) Have Mr. Sabrah's housing services decreased?

000011

(3) Is the tenant owed restitution, and if yes, how does it impact the rent?

EVIDENCE

History: Tenant Sabrah had two prior cases against the owner. Administrative Notice is taken of case T14-0281, in which it was determined that the tenant had received the *RAP Notice* when he moved into the building in March of 2009. His initial rent was (for the apartment plus parking) was \$1,245 per month. His current allowable rent, as of the date of that Hearing Decision, was \$1,277 a month.

Administrative Notice is also taken of case T15-0420. In that case the tenant contested a rent increase to \$1,340, effective August 1, 2015. That case was dismissed after the tenant failed to appear at the Hearing. The tenant has appealed the dismissal of that case and the appeal is pending.

The tenant testified that he has continued to pay rent in the amount of \$1,277.00 while his appeal is pending.

Decreased Housing Services: Mr. Sabrah's claims for decreased services relate to rusty vanity mirrors, rusty vanity mirror door hinges, rusty bathtub, damaged bathroom floor, leaky windows all over the unit and garage ADA access. The tenant did not provide any documentary evidence in support of his claims.

Rusty Vanity Mirrors: The tenant testified that when he moved into the building his vanity mirrors were in fine condition with no rust and no noticeable places where the reflective coating was coming off. Some time ago it started rusting and has progressively gotten worse. In August of 2015, he complained to the management company about the condition. He spoke with a person named Scott Isacksen, the maintenance manager at *Beacon Properties*. In October of 2015, a maintenance person named Oswaldo came to investigate and took photographs. The tenant was told that Oswaldo recommended to the owner that the entire bathroom be redone but the owner did not approve.

The owner produced copies of a photograph of the vanity mirrors which were in the file. The tenant identified the photograph and stated that it accurately reflected the condition of the mirrors.¹ The tenant testified that the photograph was taken in October of 2015 when Oswaldo came into his unit.

The tenant was informed by Beacon Properties that the owner was not willing to perform the extent of work that the maintenance person had suggested. However, he was told that a maintenance person would contact him about doing some repairs. As of the date of the Hearing, he had not been contacted about repairs.²

¹ See Exhibit 1.

² The documents filed with the Owner's Response suggested that the tenant had refused entry to make repairs. The tenant denied that he ever refused entry. Without the owner present at the Hearing, there was no evidence in the record that the tenant had ever refused entry.

Rusty Cabinet Hinges: The tenant testified that there are two doors under his bathroom sink. Each door has three hinges, two of them are currently rusty. This rust prevents the doors from closing properly. They were not rusty when he moved in. The tenant did not have any photographic evidence to support this claim. He complained to the owner at the same time he complained about the mirrors and received the same response.

Rusty Bathtub: The tenant testified that there is rust on his bathtub. When he moved in there was no problem with his bathtub. He informed the owner about it when he complained about the other conditions in his bathroom. The tenant did not provide a photograph of this condition. The tenant identified a photograph that the owner submitted, which he testified was his bathtub.³ This was also taken in October of 2015.

The tenant was asked about the notes on the photograph which state "Owner approved enamel patching. Tenant wants new bathtub." The tenant denied demanding a new bathtub. He said he only wants to get the problem fixed. As of the date of the Hearing, no repairs had been made to the bathtub.

Damaged bathroom floor: The tenant testified that his bathroom floor is damaged and it was not in this condition when he moved in. He identified a photograph provided by the owner as accurately reflecting the condition of his bathroom.⁴ The tenant denied ever telling the owner that he could not repair the bathroom floor.

In case T14-0281 the tenant claimed decreased housing services associated with the condition of the bathroom floor (and the condition of the refrigerator). (See Inspection Photos 1-6 attached to the Hearing Decision in case T14-0281). The decision in T14-0281 denied the tenant's decreased services claim based on the fact that the tenant had refused a replacement of the bathroom floor. The Hearing Decision stated:

"Additionally, the owner has agreed to replace the tenant's bathroom floor. It is the tenant who has refused to have the work done. If the floor is repaired in such a way that results in a decrease to the tenant's housing services, the tenant can bring a claim at that time. He cannot refuse to repair and then receive a rent decrease for the failure of the owner to take adequate steps to repair the condition"

Leaky Windows: The tenant testified that every single one of the windows in his unit is leaking air. As to the bedroom windows and the living room sliding glass door, when they are closed, you can see visible gaps. As to all other windows, he can feel air coming through even when the windows are closed shut. Oswaldo, who inspected the windows (at the same time he inspected the other issues), stated that all of them need weather stripping and that he would come back to install. No one has come back to install the weather stripping.

³ Exhibit 2

⁴ Exhibit 3

The tenant did not produce any photographs documenting this condition and neither did the owner.

Garage ADA Access: The tenant withdrew this claim at the Hearing.

The Inspection: At the end of the Hearing, the Hearing Officer scheduled an inspection with the tenant. In order to accommodate the tenant's stated need to postpone the inspection until after Ramadan was over, the inspection was scheduled for July 11, 2016.

On June 15, 2016, the tenant produced a *Request to Change Date of Proceeding*, in which he stated that he would be traveling on June 25, 2016, and that the return flight was scheduled for July 23, 2016. The accompanying documents, which included an email to RAP employee Margaret Sullivan, explained that the tenant's daughter was admitted to an out of state debate program on June 10, 2016, (after the initial *Notice of Inspection* was mailed to the parties) and that he would be accompanying her. Because of this *Request* an *Order Granting Inspection Date Change* was mailed to all parties resetting the Inspection to July 25, 2016.

On July 25, 2016, the RAP Office received a phone call from an attorney's office at the *Law Offices of Roni Rotholz*, asking to postpone the scheduled inspection because the attorney could not be available because he was in trial in San Francisco that day. The tenant was given a one week extension and an *Order Granting Inspection Date Change* was sent to all parties scheduling the Inspection for August 1, 2016 at 4:00 p.m. The Order stated "Please note that absent extraordinary circumstances, no further date changes will be provided to the tenant in this matter." Additionally, an email was sent to the attorney in question by this Hearing Officer in which she stated "No further continuances in this matter will be granted absent extraordinary circumstances."⁵

On August 1, 2016, the RAP Office was again contacted by attorney Roni Rotholz requesting an extension because his secretary was ill. The office also received an email from the tenant in which he stated that the attorney could not attend. The tenant further stated: "I have a constitutional right to have my attorney present, and I'm going to insist on it."⁶

Roni Rotholz was informed by the manager of the RAP, Connie Taylor, that the inspection would not be continued. The attorney informed Ms. Taylor that Mr. Sabrah would not make his apartment available for the inspection.

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⁵ See email in file from Barbara Cohen to R. Rotholz dated July 25, 2016.

⁶ See email in file from tenant to Margaret Sullivan, dated August 1, 2016.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

How does Mr. Sabrah's refusal to proceed with the Inspection without an attorney present, effect his claims?

The Rent Adjustment Regulations provide that a hearing may be postponed "only for good cause shown and in the interests of justice. A party may be granted only one postponement for good cause, unless the party shows extraordinary circumstances."

In this case the tenant did not produce documentary evidence in support of his claims of decreased housing services. The only photographs were those produced by the owner, who did not appear at the Hearing. The tenant was asked, and provided information to authenticate the photographs, but those photographs were limited in their scope. There were no photographs of the tenant's claims relating to the rusty vanity hinges or the windows.

In order to determine whether or not a decreased service was in existence, and to determine the extent of those for which photographs were provided, the Hearing Officer scheduled an inspection. The purpose of the inspection was to allow the Hearing Officer to see the two decreased service claims for which there was no documentary evidence and to understand more fully the impact of those decreased services for which there was documentary evidence.

Rent Adjustment Inspections are generally performed by the Hearing Officer who heard the evidence in the case. The decision whether or not to hold an inspection is made by the Hearing Officer. No testimony is given at an Inspection. The Hearing Officer simply asks to be shown the alleged decreased service and is directed to it by the tenant or owner. The tenant in this case was familiar with an Inspection as one was performed by the undersigned Hearing Officer in case T14-0281.

The Rent Adjustment Program accommodated Mr. Sabrah's scheduling needs in setting this Inspection on three occasions. First, while the Hearing was on June 1, 2016, the first scheduled date for the Inspection was set for July 8, 2016. While it is normally true that an inspection will be set within a week to ten days of the Hearing, in this case Mr. Sabrah's asserted need to postpone the inspection until after the end of Ramadan was honored and the Inspection was set for July 8, 2016.

After the inspection was set Mr. Sabrah sent in a request to change the date of the proceedings because his daughter needed a chaperone to an out of state event. As noted above, the regulations allow one continuance on a showing of good cause. While the tenant had really already been given a continuance by postponing the first date to July 8, 2016, this request was granted and the Inspection was set for July 25, 2016.

On July 25, 2016, the tenant again requested a continuance on an emergency basis. This request was also granted, even though it was not made until the date of the inspection. However, Mr. Sabrah was informed through communication to his attorney and on the

Order Granting Inspection Date Change that no further continuances would be granted absent extraordinary circumstances.

The tenant has asserted that he has a right to have an attorney present at an inspection. No such absolute right exists. Since there is no testimony at an Inspection, an attorney is not necessary to protect the evidentiary record. In fact, other than the visual inspection of the property, the evidentiary record was closed after the Hearing was completed on June 1, 2016. There was nothing for an attorney to do at the Inspection. If the tenant wanted to show the attorney his apartment, he could do that at any time.

California Evidence Code § 412 provides some guidance:

“If weaker and less satisfactory evidence is offered when it was within the power of the party to provide stronger and more satisfactory evidence, the evidence offered should be viewed with distrust.”

Mr. Sabrah’s refusal to allow the Inspection to go forward on August 1, 2016, as scheduled, requires that all inferences as to the conditions in his unit must be made against the tenant.

Have Mr. Sabrah’s housing services been decreased?

Under the Oakland Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent⁷ and may be corrected by a rent adjustment.⁸ However, in order to justify a decrease in rent, a decrease in housing services must be the loss of a service that seriously affects the habitability of a unit or one that was provided at the beginning of the tenancy that is no longer being provided.

In a decreased housing services case a tenant must establish that he has given the owner notice of the problems and the opportunity to fix the problems before he is entitled to relief. Mr. Sabrah’s testimony that he informed the management company about the problems in his unit was believable. This testimony was corroborated by the photographs taken by the management company about several of Mr. Sabrah’s claims.

Additionally, where the RAP notice has been given, the tenant is only allowed relief for 60 days prior to the filing of the petition⁹. Here, it was determined in the prior case that the RAP Notice was provided to the tenant when he moved into the unit. Therefore, the tenant is entitled to bring forth claims for decreased services since December 10, 2015.

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

Rust on Mirror: The tenant established that there is a problem with his bathroom mirror. While it is unclear if it is rust, or the absence of reflective coating, there is an

⁷ O.M.C. § 8.22.070(F)

⁸ O.M.C. § 8.22.110(E)

⁹ Board Decision in Case No. T09-0086, *Lindsey v. Grimsley, et al.*

obvious problem. This problem was not in existence when he rented his unit in 2009. Therefore it is a changed condition for which he is entitled to a rent decrease. However, the extent of the problem was impossible to determine by the photographs and testimony alone and the Inspection, had it gone forward, would have determined whether or not it was more serious than shown on the photographs. Based on the photographs and testimony alone, the tenant is entitled to an ongoing 1% rent decrease until the owner repairs or replaces the bathroom mirrors. Additionally, the tenant is entitled to restitution for overpaid rent of 1% for the failure to fix this problem after he complained about it in August of 2015. As noted above, because of the 60 day limit, the tenant is entitled to restitution beginning on December 10, 2015.

Rust on Vanity Hinges: The tenant did not provide any evidence other than his testimony regarding this issue and the owner did not produce any photographs. Since the tenant refused to allow an Inspection to go forward as scheduled, this claim is denied.

Rusty Bathtub: The tenant established that there is some kind of damage to his bathtub that was not in existence when he moved into the unit. However, based on the photographs in evidence, this is a minor cosmetic problem. This claim is denied.

Damaged Bathroom Floor: Administrative Notice is taken of case T14-0281. In that case the tenant complained about the condition of the bathroom floor. The Hearing Decision states:

“Additionally, the owner has agreed to replace the tenant’s bathroom floor. It is the tenant who has refused to have the work done. If the floor is repaired in such a way that results in a decrease to the tenant’s housing services, the tenant can bring a claim at that time. He cannot refuse the repair and then receive a rent decrease for the failure of the owner to take adequate steps to repair the condition.”

It is clear from the record in that case, that the tenant’s bathroom floor is in similar condition now as it was when the Inspection in that case occurred.¹⁰ The tenant cannot litigate the same issue twice. This claim is denied.

Leaky Windows: The tenant did not produce documentary evidence in support of this claim and no photographs were provided by the owner. Without an Inspection this claim is denied.

Garage ADA Access: This claim was withdrawn at the Hearing.

Rent and Restitution:

Absent the appeal in case T15-0420, the tenant’s current rent is \$1,340 a month, inclusive of parking. However, since the tenant has appealed that case and has

¹⁰ The Inspection photographs in Case T14-0281 are attached to the Hearing Decision and show that the bathroom floor has the same broken tiles as are shown in Exhibit 3 in this case.

continued to pay \$1,277 a month in rent, until the Appeal Hearing is held, this analysis will not address the tenant's ongoing rent underpayments¹¹ and will calculate the rent based on the \$1,277 a month the tenant is paying. Should the owner prevail in the tenant's appeal, the parties should meet and confer to determine how much rent is owed.

Due to the ongoing condition of the tenant's bathroom mirror, the tenant is entitled to an ongoing deduction of rent of 1% (\$12.77). Therefore, his current legal rent prior to the decision in the case pending on appeal, is \$1,264.23 a month. Additionally, he is entitled to restitution of overpaid rent since December of 2015. According to the chart below, the tenant is entitled to restitution of \$114.93.

VALUE OF LOST SERVICES

Service Lost	From	To	Rent	% Rent Decrease	Decrease /month	No. Months	Overpaid
Bathroom Mirrors	10-Dec-15	31-Aug-16	\$1,277	1%	\$ 12.77	9	\$114.93
					\$ -		-
TOTAL LOST SERVICES							\$114.93

RESTITUTION

MONTHLY RENT	\$1,277
TOTAL TO BE REPAYED TO TENANT	\$ 114.93
TOTAL AS PERCENT OF MONTHLY RENT	9%
AMORTIZED OVER 3 MO. BY REG. IS	\$ 38.31

A rent overpayment of this size is adjusted over a period of 3 months, so the rent decrease is \$38.31 a month.¹² For now this \$38.31 a month is subtracted from the current legal rent of \$1,264.93 for a total of \$1,225.92 a month. From September of 2016 through November of 2016 the rent will be \$1,225.92 a month. The rent will revert to the current legal rent of \$1,264.93 in December of 2016 (unless the mirrors are repaired or replaced and a rent increase notice is served).

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¹¹ The RAP Ordinance provides that "When a party appeals the decision of a Hearing Officer, the tenant must continue to pay the amount of the rent adjustment due during the period prior to the issuance of the decision and the remaining amount of the noticed rent increase is not operative until the board has issued its written decision." O.M.C. § 8.22.070(D)(3). It also provides that "While a tenant petition is pending, a tenant must pay when due, pursuant to the rent increase notice, the amount of the rent increase that is equal to the CPI Rent Adjustment unless ... (b) The owner failed to separately state in the rent increase that equals the CPI Rent Adjustment pursuant to Section 8.22.070 H." Section 8.22.070 H provides that "If the increase exceeds the CPI Rent Adjustment, the notice must state the amount of the increase constituting the CPI Rent Adjustment. If the amount constituting the CPI Rent Adjustment is not separately stated the tenant is not required to pay the amount of the CPI Rent Adjustment while a petition challenging the rent increase is pending."

¹² Regulations, Section 8.22.110(F)

However, should the owner repair or replace the bathroom mirrors, the owner can increase the monthly rent by 1% or \$12.77. In order to increase the rent the owner must provide the necessary notice pursuant to Civil Code § 827.

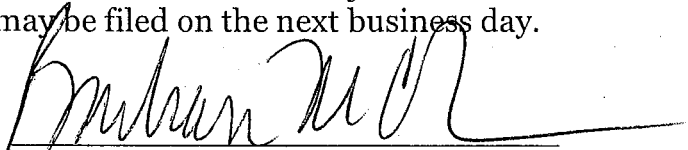
If the owner wishes to pay the tenant the restitution in one lump sum, it has the authority to do so. If the owner pays the tenant restitution, the tenant must stop deducting the \$38.31 a month.

If the tenant refuses to allow the owner to make repairs to the bathroom mirror, the rent decrease for this decreased service will terminate immediately.

ORDER

1. Petition T16-0077 is granted in part.
2. Since the tenant has appealed the dismissal in case T15-0420, the tenant's temporary rent is \$1,277 a month subject to an increase based on the Appeal. Due to an ongoing condition of his bathroom mirrors, the tenant is entitled to an ongoing 1% rent decrease for this condition (\$12.77 a month.) Before consideration of restitution, his current legal rent while the appeal is pending is \$1,264.93 a month.
3. The tenant is entitled to restitution of \$114.93 due to rent overpayments based on the decreased housing service. This restitution decreases his rent by \$38.31 a month for three months.
4. From September 2016-November 2016, the tenant's rent is \$1,225.92. The rent reverts to \$1,264.93 in December of 2016.
5. If the owner repairs or replaces the tenant's mirror, the owner can increase the rent by \$12.77 a month. In order to increase the rent after repairs are made, the owners must provide the necessary notice pursuant to Civil Code § 827.
6. If the tenant refuses to allow the owner to repair or replace the mirrors upon proper notice, the rent decrease for this decreased service will terminate immediately.
7. 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: August 17, 2016


Barbara M. Cohen
Hearing Officer
Rent Adjustment Program

000019

PROOF OF SERVICE

Case Number T16-0077

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

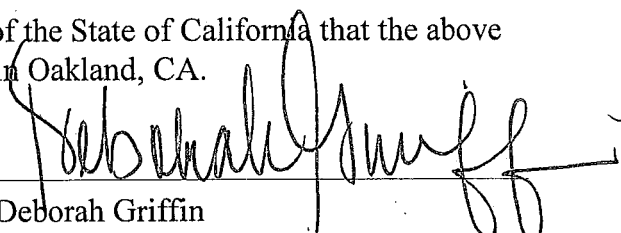
Waleed Sabrah
37 Moss Ave #10
Oakland, CA 94610

Owner

Beacon Properties
466 40th St
Oakland, CA 94609

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

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


Deborah Griffin

000020

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.

2010 FEB 25 PM 2:14

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 T16-0077

OWNER RESPONSE

Please print legibly.

Your Name <i>Beacon Properties (agent to owner)</i>	Complete Address (with zip code) <i>466 40th Street Oakland CA 94609</i>	Phone: <i>510-428-1864</i> Email: <i>BEACPROP@ PACBELL.NET</i>
Your Representative's Name (if any)	Complete Address (with zip code)	Phone: _____ Fax: _____ Email: _____
Tenant(s) name(s) <i>Waleed Sabrah</i>	Complete Address (with zip code) <i>37 Moss Ave #10 Oakland CA 94610</i>	<i>510-228-8333</i>

Have you paid for your Oakland Business License? Yes No Number 2214326
 (Provide proof of payment.)

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

There are 12 residential units in the subject building. I acquired the building on 10/03/2000
 Is there more than one street address on the parcel? Yes No .

I. RENTAL HISTORY

The tenant moved into the rental unit on 2/11/09.

The tenant's initial rent including all services provided was \$ 1245 / month. *(1195 rent + 50 parking)*

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? 2/11/09

Is the tenant current on the rent? Yes No *except for disputed increase from case T15-0420*

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

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

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

Date Notice Given (mo/day/year)	Date Increase Effective (mo/day/year)	Amount Rent Increased		Did you provide NOTICE TO TENANTS with the notice of rent increase?
		From	To	
06/16/15	08/01/2015	\$ 1277.00	\$ 1340.00	<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)
_____	<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.

(Signature) (agent)
Owner's Signature

2/25/16
Date

VII. MEDIATION AVAILABLE

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

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

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

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

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

Owner's Signature

Date

2/24/16

CASE # T16-0077

Landlord Response to Tenants Housing Services claims:

Below is our response to each item the tenant listed in his petition. The owner has approved any necessary repairs, but the tenant is demanding replacement with new fixtures, so the Tenant has not allowed access to the unit to conduct the owner approved repairs. **Pictures and work orders attached.**

- 1- **Rusty Vanity Mirrors (bathroom)** – This is an aesthetic issue and not a habitability issue. The owner has not approved any action related to this issue. **(picture attached #1)**
- 2- **Rusty Vanity Door hinges (bathroom)** –The owner approved any necessary repairs to ensure the doors operate properly on the existing vanity.
- 3- **Rusty Bathtub** – The owner has approved enamel patching where the enamel has worn away. **(picture attached #2)**
- 4- **Damaged Bathroom Floor** – Owner has approved patching of the one broken tile on bathroom floor. **(picture attached #3)**
- 5- **Leaky Windows all Over Unit** – Our maintenance manager says the windows have been inspected and no water leaks were found. One window was found to be cracked, so the pane was replaced **(work order # 41612 attached)** The windows are single pane and not as insulated as double pane style windows. We have offered to add weather stripping to the windows, but access was denied by the tenant to do so.
- 6- **Garage ADA access** – The property meets all ADA requirements for a property of its age (built in the 50's or 60's I believe.) We have even measured the space between the vehicle and the wall in parking space #1 and found it to exceed minimum requirements for a pathway. Also, the tenant petitioning has no physical disability, and I am not aware of anyone with a disability at the property that has asked for any accommodation related to the carport area. Finally, there are no garages there. The parking spaces are all open carports that are accessible from the driveway and the street/sidewalk.

BEACON PROPERTIES
466 40th Street
Oakland, CA 94609-2522

000025

page 5

T16-0077 MS/BC

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM Mail To: P. O. Box 70243 Oakland, California 94612-0243 (510) 238-3721	For date stamp: 2016 FEB -8 PM 1:00
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Please Fill Out This Form As Completely As You Can. Failure to provide needed information may result in your petition being rejected or delayed.

TENANT PETITION

Please print legibly

Your Name Waleed Sabrah	Rental Address (with zip code) 37 Moss Ave #10 Oakland, CA 94610	Telephone 510-228-8333
Your Representative's Name	Mailing Address (with zip code)	Telephone
Property Owner(s) name(s) Beacon Properties	Mailing Address (with zip code) 466 40TH ST Oakland, CA 94609	Telephone 510-428-1864

Number of units on the property: 12

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

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

<input 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 checked="" type="checkbox"/>	(f) The housing services I am being provided have decreased. (Complete Section III on following page)
<input checked="" 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 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).

000026

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

Date you moved into the Unit: March, 2009 Initial Rent: \$ 1195 /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: March 2009 . 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	Yes	No	Yes	No
		\$	\$	Yes	No	Yes	No
		\$	\$	Yes	No	Yes	No
		\$	\$	Yes	No	Yes	No
		\$	\$	Yes	No	Yes	No
		\$	\$	Yes	No	Yes	No
		\$	\$	Yes	No	Yes	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.



Tenant's Signature

02/08/2016

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

02/08/2016

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): _____

ATTACHMENT TO TENANT PETITION

CASE TITLE: Sabrah v. Beacon Properties

PROPERTY ADDRESS: 37 Moss Ave., Unit #10, Oakland, CA 94610

- 1- Rusty vanity mirrors
- 2- Rusty vanity doors hinges.
- 3- Rusty bathtub.
- 4- Damaged bathroom floor.
- 5- Leaky windows all over the unit.
- 6- Garage ADA access.

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