

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

**March 8, 2018
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. OPEN FORUM
4. NEW BUSINESS
 - A. Appeal Hearing in cases:
 - a. L16-0048; Truckee Zurich Place LLC. v. Tenants
 - b. L16-0064; DODG Corp. v. Tenants
 - c. L16-0093; Masri v. Tenant
5. ADJOURNMENT

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

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

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

If your service animal lacks visual evidence that it is a service animal (presence of an apparel

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OFFICE OF THE CITY CLERK
OAKLAND
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item, apparatus, etc.), then please be prepared to reasonably establish that the animal does, in fact, perform a function or task that you cannot otherwise perform.

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

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

CHRONOLOGICAL CASE REPORT

Case Nos.: L16-0048

Case Name: Truckee Zurich Place LLC. v. Tenants

Property Address: 695-701 30th Street, Oakland, CA

Parties:

Briannah Wilson	(Tenant)
Clinton Womach	(Tenant)
Colleen Saver	(Tenant)
Elly Garcia	(Tenant)
Grant Rich	(Tenant)
Helen Corley	(Tenant)
Helene Papaloukas	(Tenant)
Johanna Sprague	(Tenant)
Joshua Shepherd	(Tenant)
Julia Langer	(Tenant)
Lawrence Edwards	(Tenant)
Remy Beatty	(Tenant)
Sheena McCormack	(Tenant)
Thomas Deckert	(Tenant)
Waylan Russell	(Tenant)
Justin Wallway	(Property Owner)

OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Owner Petition filed	July 14, 2016
Tenants Responses filed	August 21, 2016 August 24, 2016
Hearing Decision issued	April 3, 2017
Landlord Appeal filed	April 21, 2017

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APPEAL

City of Oakland Residential Rent Adjustment Program 50 Frank Ogawa Plaza, Suite 5313 Oakland, California 94612 (510) 238-3721	
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Petitioner's Name TRUCKEE ZURICH PLACE, LLC	Landlord <input checked="" type="checkbox"/> Tenant <input type="checkbox"/>
-------------------------------------------------------	--------------------------------------------------------------------------------------------

Property Address (Include Unit Number) 695-701 30 th STREET, OAKLAND, CA.

Petitioner's Mailing Address (For receipt of notices) 3871 PIEDMONT AVE, #311 OAKLAND, CA. 94611	Case Number 116-0048 Date of Decision appealed APRIL 3, 2017
---------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------

Name of Representative (if any) JUSTIN WALLWAY	Representative's Mailing Address (For notices) 3871 PIEDMONT AVE #311 OAKLAND, CA. 94611
----------------------------------------------------------	-------------------------------------------------------------------------------------------------------

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

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

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

8. **You must serve a copy of your appeal on the opposing party(ies) or your appeal may be dismissed.** I declare under penalty of perjury under the laws of the State of California that on April 21st, 2017, 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>	(SEE PROOF OF SERVICE CASE #L16-0048)
<u>Address</u>	ATTACHED
<u>City, State Zip</u>	
<u>Name</u>	
<u>Address</u>	
<u>City, State Zip</u>	

SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE 21 APRIL 2017
------------------------------------------------------------	---------------------------

IMPORTANT INFORMATION:

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

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

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PROOF OF SERVICE

Case Number L16-0048

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:

Tenants

Briannah Wilson
697 30th St
Oakland, CA 94609

Clinton Womach
701 30th St
Oakland, CA 94609

Colleen Saver
695 30th St
Oakland, CA 94609

Elly Garcia
701 30th St
Oakland, CA 94609

Grant Rich
697 30th St
Oakland, CA 94609

Helen Corley
695 30th St
Oakland, CA 94609

Helene Papaloukas
697 30th St
Oakland, CA 94609

Johanna Sprague
701 30th St
Oakland, CA 94609

Owner

Truckee Zurich Place LLC
3871 Piedmont Ave #311
Oakland, CA 94611

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Case Number: L16-0048, Truckee Zurich Place, LLC v. Tenants

Property Address: 695-701 30th Street, Oakland, CA

Date of Decision: April 3, 2017

Issue: Is the subject building exempt from the Rent Adjustment Ordinance on the basis of "Substantial Rehabilitation"?

Appeal #7 Other:

In reviewing the decision, there are a number of misinterpretations that ultimately lead to the wrong decision.

First, the Evidence is *incorrect* in stating that JDW Enterprises, Inc. is the contractor as well as the owner of the property. The property is owned by Truckee Zurich Place, LLC. Truckee Zurich Place, LLC contracted with JDW Enterprises, Inc. (A California Licensed General Contractor, independent legal entity, and business with a separate City of Oakland business license that paid City of Oakland Business Tax based upon the revenue from this project) to provide construction and rehabilitation services on the property. While JDW Enterprises, Inc. and Truckee Zurich Place, LLC have some common ownership, they operate independently.

In this case, Truckee Zurich Place, LLC contracted with JDW Enterprises, Inc. on a Lump Sum Contract for \$455,000 dated September 9, 2008 (Exhibit #6). In the case of a lump sum contract, the contract defines the cost and scope of the work. The copies of the cashed checks that were provided are proof of payment on the contract (Exhibit #10). With a lump sum contract, the general contractor is not required to provide any further documentation on the cost of the work. The contractor does the work. The owner pays the price.

To further substantiate the value of the work completed, the Owner provided a bid for the work from another general contractor, KD Builders (Exhibit #5) for \$484,550 dated September 19, 2008.

Second, under the Finding of Fact and Conclusions of the Law, the ruling states that the work must be completed in a two year period as required unless the owner shows good cause for the work to exceed (2) years.

The owner had good cause as the work was substantial and the owner was not in a position to pay for the work all at once. Financing options were very limited during this period of time due to the financial crisis. Thus, the work was done in stages. The information provided shows that almost the entirety of the work *was completed* within 2 years of the various permits that were pulled in 2009 and 2015 as referenced in the Exhibit #9.

In this case, there were numerous permit payments shown (exhibit #9, Cost Code 5157 Permits-government) on the following dates:

1/17/2009 – Cost of Goods Sold - \$5157 Permits-Government - \$3800.24

3/12/2009 – Cost of Goods Sold - \$5157 Permits-Government - \$794.18

- 5/27/2009 – Cost of Goods Sold - \$5157 Permits-Government - \$496.67
- 6/12/2015 – Cost of Goods Sold - \$5157 Permits-Government - \$1264.53
- 10/9/2015 – Cost of Goods Sold - \$5157 Permits-Government - \$3912.17
- 11/18/2015 – Cost of Goods Sold - \$5157 Permits-Government - \$3568.80
- 6/8/2016 – Cost of Goods Sold - \$5157 Permits-Government - \$509.28
- 6/8/2016 – Cost of Goods Sold - \$5157 Permits-Government - \$206.55

In conclusion, based upon the rent control exemption requirement of rehab costs exceeding 50% of the cost of new construction for this Type V construction on flat ground, the required expenditure for 695-701 30th St would be 4739 sf x \$63.5/sf= \$300,926.50.

In this case, the total expenditure of \$549,191.40 well exceeds the \$300,926.50 threshold, and we request that 695-701 30th St be exempted from rent control.

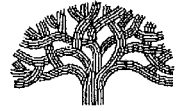
Thank you for your attention to this matter.

Justin Wallway

Manager

Truckee Zurich Place, LLC (Owner)

CITY OF OAKLAND



250 FRANK H. OGAWA PLAZA , SUITE 5313 · P.O. BOX 70243 · OAKLAND, CA
94612-2034

Housing and Community Development Department
Rent Adjustment Program

TEL (510) 238-3721
FAX (510) 238-6181
TDD (510)238-7629

HEARING DECISION

CASE NUMBER: L16-0048, Truckee Zurich Place LLC v. Tenants

PROPERTY ADDRESS: 695-701 30th Street
Oakland, CA

APPEARANCES:	Justin Wallway	Owner*
	Lin Mayr	Owner Representative
	Martina Cucullu-Lim	Tenant Representative
	Marc Lichterman	Tenant
	Grant Rich	Tenant
	Waylan Russell	Tenant
	Colleen Saver	Tenant
Joshua Shepherd	Tenant	

DATE OF HEARING: December 12, 2016
February 17, 2017*- Justin Wallway only

DATE OF DECISION: April 3, 2017

SUMMARY OF DECISION: The owner's petition is DENIED. The subject building is not exempt from the Rent Ordinance on the basis of substantial rehabilitation.

INTRODUCTION

Truckee Zurich Place, LLC, filed a petition on July 14, 2016, requesting an exemption from the Rent Adjustment Ordinance on the basis of substantial rehabilitation on July 14, 2016. Notice of the petition was sent to all tenants at the subject building. Several tenants filed timely tenant responses which contests the exemption. They include the following tenants:

- Helen Corley
- Grant Rich
- Helen Papaloukas

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- Marc Lichterman
- Joshua Shepherd
- Briannah Wilson
- Lawrence Edwards
- Colleen Sauer
- Remy Beatty
- Thomas Deckert
- Julia Langer
- Johanna Sprague
- Clinton Womack
- Elizabeth Garcia

ISSUE

1. Is the subject building exempt from the Rent Adjustment Ordinance on the basis of "substantial rehabilitation"?

EVIDENCE

The owner testified that the subject property consists of two buildings with a square footage ranging from 4,638 square feet to 4,739 square feet and provided an appraisal report from Velco Appraisal Services and a Metroproperty scan.¹

The subject buildings are Type V, wood frame construction on level ground,² and the owner claims expenses totaling \$549,191.40. JDW Enterprises is the contractor as well as the owner of the subject property. He provided a copy of an Owner-Contractor Lump Sum Construction Contract for \$455,000, dated January 28, 2009, for the following work:

"Rehabilitate, repair, and remodel the entire property including termite repairs per John Taylor Termite Report dated September 9, 2008, and Home Integrity home Inspection dated September 9, 2008, as well as complete City of Oakland Compliance Plan #0803495."³

He provided an itemization summary of the costs by vendor.⁴ He did not provide any itemized invoices from vendors or proof of payment by vendor for any of the expenses claimed in the itemization. The owner's explanation for the lack of proof of payment for each vendor's work on the subject buildings was that he was unable to separate the costs for each vendor because he was working on multiple projects and was unable separate the costs for the subject buildings.

¹ Ex. Nos. 1 and 2

² Ex. No. 1

³ Ex. No. 6

⁴ Ex. No. 8

He provided an invoice from JDW Enterprises dated June 13, 2016, which stated that his expenses were \$518,999.14, of which \$192,005.00 had been paid, leaving a balance of \$326,994.14.⁵ He also provided a profit and loss statement dated June 22, 2016, which stated that the total repairs were \$518,999.14 and there was a balance owing of \$326,994.14.⁶ He also provided a copy of a cashier's check totaling \$326,994.14 payable to JDW Enterprises dated June 14, 2016.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Substantial rehabilitated buildings

In order to qualify for the substantial rehabilitation exemption, the rehabilitation work must be completed within a two (2) year period after the issuance of the building permit for the work done unless the Owner demonstrates good cause for the work exceeding (2) years.

(b) For the substantial rehabilitation exemption, the entire building must qualify for the exemption and not just individual units.

Construction work was not completed within a two year period and the owner has not provided any invoices for the work done or proof of payment to the vendors. Finally, there are no copies of City Building Permit Records regarding the work performed on these buildings which makes it difficult to ascertain what work was done by which vendor.

It has been the Rent Board policy to require invoices, agreements, and proof of payment to substantiate costs. The owner was unable to provide any invoices, agreements, or proof of payment for specific work that was done on the subject building by individual vendors and work was not performed within a two year period. The subject property is not entitled to an exemption from the Rent Adjustment Program in the absence of proof of the specific costs of construction by vendor, especially in light of the fact that this is an owner-contractor arrangement.

The rental units in the subject buildings are not exempt from the Rent Ordinance.

ORDER

1. The owner's petition is denied.
2. The subject building is not a "substantially rehabilitated" building exempt from the Rent Adjustment Ordinance.

⁵ Ex. No. 8

⁶ Ex. No. 7

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

Dated: April 3, 2017



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

116-0048 ME 'BKB

<p>CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721</p>	<p>For date stamp.</p> <p style="text-align: center;"> <u>LANDLORD PETITION</u> <u>FOR CERTIFICATE OF EXEMPTION</u> (OMC §8.22.030.B) </p>
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Please Fill Out This Form Completely As You Can. Failure to provide needed information may result in your petition being rejected or delayed. Attach to this petition copies of the documents that prove your claim. Before completing this petition, please read the Rent Adjustment Ordinance, section 8.22.030. A hearing is required in all cases even if uncontested or irrefutable.

Section 1. Basic Information

Your Name TRUCKER ZURICH PLACE, LLC		Complete Address (with zip code) 3811 FIDMONT AVE #311 OAKLAND, CA 94611	Telephone Day: _____
Your Representative's Name		Complete Address (with zip code)	Telephone Day: _____
Property Address 695-701 30th ST, OAKLAND			Total number of units in bldg or parcel. 4
Type of units (circle one)	Single Family Residence (SFR)	Condominium	Apartment or Room
If an SFR or condominium, can the unit be sold and deeded separately from all other units on the property?		Yes	No
Assessor's Parcel No. 009-0096-023			

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

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

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

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

Single-Family or Condominium (Costa-Hawkins): Applies to Single Family Residences and condominiums only. If claiming exemption under the Costa-Hawkins Rental Housing Act (Civ. C. §1954.50, et seq.), please answer the following questions on a separate sheet:

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

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

Section 4. must sign this

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

Verification Each petitioner section.

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

Owner's Signature MARCO POLO TRUCKEE ZIGGY FINE, LLC

Date 12 JULY 2016

Owner's Signature _____

Date _____

Important Information

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

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

695-701 30th Street Tenants and Occupants

695 30th Street, Oakland, CA 94609

1. Helen Corley Original Tenant
2. Waylan Russell Subsequent Occupant
3. Colleen Saver Subsequent Occupant

697 30th Street, Oakland, CA 94609

1. Grant Rich Original Tenant
2. Lawrence Edwards Subsequent Occupant
3. Helene Papaloukas Subsequent Occupant
4. Briannah Wilson Subsequent Occupant

699 30th Street, Oakland, CA 94609

1. Joshua Shepherd Original Tenant
2. Sheena McCormack Subsequent Occupant

701 30th Street, Oakland, CA 94609

1. Clinton Womach Original Tenant
2. Thomas Deckert Original Tenant
3. Julia Langer Original Tenant
4. Elly Garcia Original Tenant
5. Remy Beatty Original Tenant
6. Johanna Sprague Original Tenant

June 22, 2016

2016 JUN 23 PM 12:57

Truckee Zurich Place, LLC
3871 Piedmont Ave, #311
Oakland, CA 94611

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

**Re: Substantial Rehab Exemption from Rent Control
695-701 30th Street, Oakland**

To Whom it May Concern:

Please find the following attached:

1. Appraisal Document for 695-701 30th Street showing Gross Building Area of 4739 Sf
2. P&L showing rehab costs expended with details
3. Summary of Construction Costs from Contractor
4. Copy of Cashier's check to Contractor for final payment
5. Copy of City of Oakland Business Tax Certificate

Based upon the rent control exemption requirement of rehab costs exceeding 50% of the cost of new construction, the required expenditure for 695-701 30th St would be 4739 Sf x \$63.5/sf = \$300,926.50.

In this case, the total expenditure of \$549,191.40 well exceeds the \$300,926.50 threshold, and we request that 695-701 30th St be exempted from rent control.

Thank you for your attention to this matter.

Truckee Zurich Place, LLC
Property Owner

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Small Residential Income Property Appraisal Report

File No. 101111Resln

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address 695-701 30th Street City Oakland State CA Zip Code 94609
 Borrower Truckee Zurich Place LLC Owner of Public Record Truckee Zurich Place LLC County Alameda
 Legal Description See Copy in Addendum
 Assessor's Parcel # 009-0696-023 Tax Year 2011 R.E. Taxes \$ 3,123.58
 Neighborhood Name Map Reference 649-G2 Census Tract 4014.00

Occupant Owner Tenant Vacant Special Assessments \$ N/A PUD HOA \$ per year per month
 Property Rights Appraised Fee Simple Leasehold Other (describe)
 Assignment Type Purchase Transaction Refinance Transaction Other (describe)
 Lender/Client Community Bank of the Bay Address 1750 Broadway, Oakland, CA 94612
 Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? Yes No
 Report data source(s) used, offering price(s), and date(s) Per MLS, the subject has not been listed for sale within the last 12 months.

I did did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.
 N/A

Contract Price \$ Date of Contract Is the property seller the owner of public record? Yes No Data Source(s)
 Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? Yes No
 If Yes, report the total dollar amount and describe the items to be paid. N/A

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics		2-4 Unit Housing Trends		2-4 Unit Housing		Present Land Use %	
Location	<input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural	Property Values	<input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining	PRICE	AGE	One-Unit	40 %
Built-Up	<input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Demand/Supply	<input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	\$(000)	(yrs)	2-4 Unit	35 %
Growth	<input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	Marketing Time	<input type="checkbox"/> Under 3 mths <input checked="" type="checkbox"/> 3-6 mths <input type="checkbox"/> Over 6 mths	100 Low	10	Multi-Family	20 %
Neighborhood Boundaries	North -Alcatraz Avenue; South - 7th Street; East - Broadway; and West - Adeline Street.		750 High	115	Commercial	5 %	
			450 Pred.	75	Other	%	

Neighborhood Description The subject is located in an established area in Oakland which is predominantly residential with a mixture of duplexes, multi-family units, and single family homes. There are also small commercial/retail properties, churches and schools in close proximity. Support services and employment area are located nearby. Police and fire protection are provided by the city and are considered adequate.
 Market Conditions (including support for the above conclusions) See Addendum for Market Conditions Comments

Dimensions 50 x 140 Area 7,000 SF Shape Rectangular View None
 Specific Zoning Classification R-36 Zoning Description Single Family Residential - Multi-Family Dwelling
 Zoning Compliance Legal Legal Nonconforming (Grandfathered Use) No Zoning Illegal (describe)
 Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? Yes No If No, describe.

Utilities Public Other (describe) Public Other (describe) Off-site Improvements—Type Public Private
 Electricity Water Street Asphalt
 Gas Sanitary Sewer Alley
 FEMA Special Flood Hazard Area Yes No FEMA Flood Zone X FEMA Map # 065048-0059G FEMA Map Date 8/3/2009
 Are the utilities and off-site improvements typical for the market area? Yes No If No, describe.
 Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? Yes No If Yes, describe. No adverse easements or encroachments were observed at the time of the inspection. It is assumed there are no adverse easements or encroachments.

GENERAL DESCRIPTION		FOUNDATION		EXTERIOR DESCRIPTION materials/condition		INTERIOR materials/condition	
Units	<input type="checkbox"/> Two <input type="checkbox"/> Three <input checked="" type="checkbox"/> Four	<input checked="" type="checkbox"/> Concrete Slab <input checked="" type="checkbox"/> Crawl Space	Foundation Walls	Concrete/average	Floors	Hwd/tile/cpt/good	
Accessory Unit (describe below)	<input type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement	Exterior Walls	Wood/average	Walls	Drywall/good		
# of Stories 3 # of bldgs. 2	Basement Area sq. ft.	Roof Surface	Comp.Shgl/good	Trim/Finish	Wood/good		
Type <input checked="" type="checkbox"/> Det. <input checked="" type="checkbox"/> Att. <input type="checkbox"/> S-Det./End Unit	Basement Finish %	Gutters & Downspouts	Metal/good	Bath Floor	Tile/good		
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.	<input type="checkbox"/> Outside Entry/Exit <input type="checkbox"/> Sump Pump	Window Type	Dual/wood/good	Bath Wainscot	Tile/good		
Design (Style) Tri-plex plus Detached	Evidence of <input type="checkbox"/> Infestation	Storm Sash/Insulated	N/A	Car Storage			
Year Built 1890	<input type="checkbox"/> Dampness <input type="checkbox"/> Settlement	Screens	Some/good				
Effective Age (Yrs) 15 years	Heating/Cooling	Amenities		<input type="checkbox"/> Driveway # of Cars			
Attic <input type="checkbox"/> None <input checked="" type="checkbox"/> FWA <input type="checkbox"/> HWBB <input type="checkbox"/> Radiant	<input type="checkbox"/> Fireplaces # <input type="checkbox"/> WoodStove(s) #	Driveway Surface					
<input type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs <input type="checkbox"/> Other Fuel	<input checked="" type="checkbox"/> Patio/Deck <input checked="" type="checkbox"/> Fence	Garage # of Cars					
<input type="checkbox"/> Floor <input checked="" type="checkbox"/> Scuttle <input type="checkbox"/> Central Air Conditioning	<input type="checkbox"/> Pool <input checked="" type="checkbox"/> Porch	Carport # of Cars					
<input type="checkbox"/> Finished <input type="checkbox"/> Heated <input type="checkbox"/> Individual <input type="checkbox"/> Other	<input type="checkbox"/> Other	Att. <input type="checkbox"/> Det. <input type="checkbox"/> Built-in					
# of Appliances Refrigerator 4 Range/Oven 4 Dishwasher 4 Disposal 4 Microwave Washer/Dryer Other (describe)							
Unit # 1 contains: 6 Rooms 4 Bedroom(s) 2 Bath(s) 1,100 Square feet of Gross Living Area							
Unit # 2 contains: 6 Rooms 4 Bedroom(s) 1.5 Bath(s) 1,242 Square feet of Gross Living Area							
Unit # 3 contains: 7 Rooms 5 Bedroom(s) 1.5 Bath(s) 1,166 Square feet of Gross Living Area							
Unit # 4 contains: 5 Rooms 3 Bedroom(s) 1 Bath(s) 1,231 Square feet of Gross Living Area							

Additional features (special energy efficient items, etc.) Units 1-3 are attached/stacked. Unit 4 is a detached unit. The units were all updated in 2009.
 See Addendum for details.

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.) The subject was partially updated in 2009 and has been adequately maintained. The two buildings currently need exterior paint (chipping & peeling). See Addendum for additional comments.

000017

VELCO Appraisal Services

Small Residential Income Property Appraisal Report

File No. 101111ResIn

FEATURE	SUBJECT	COMPARABLE SALE NO. 4			COMPARABLE SALE NO. 5			COMPARABLE SALE NO. 6					
695-701 30th Street Address Oakland		463 41st Street Oakland			709 40th Street Oakland			439 37th Street Oakland					
Proximity to Subject		0.88 miles NE			0.70 miles N			0.61 miles ENE					
Sale Price	\$	\$ 492,000			\$ 430,000			\$ 610,000					
Sale Price/Gross Bldg Area	\$ 0.00 sq. ft	\$ 142.57 sq. ft			\$ 127.90 sq. ft			\$ 231.41 sq. ft					
Gross Monthly Rent	\$ 5,225	\$ 4,500			\$ 3,700			\$ 4,541					
Gross Rent Multiplier	0.00	109.33			116.22			134.33					
Price Per Unit	\$ 87,500	\$ 123,000			\$ 107,500			\$ 152,500					
Price Per Room	\$ 19,444	\$ 35,143			\$ 35,833			\$ 43,571					
Price Per Bedroom	\$ 35,000	\$ 82,000			\$ 107,500			\$ 101,667					
Rent Control	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
Data Source(s)		MLS#40515606; Doc.#152232			MLS#40533436; Pending			MLS#40546529; Listing					
Verification Source(s)		List Price: \$500,000			County Records			County Records					
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+	-	ADJUSTMENT	DESCRIPTION	+	-	ADJUSTMENT	DESCRIPTION	+	-	ADJUSTMENT
Sale or Financing Concessions		Conventional None; DOM 39				Conventional None; DOM 59				Conventional None; DOM 9			
Date of Sale/Time		5/26/2011				Pending -5%			-21,500	Listing -10%			-61,000
Location	Suburban	Superior			-50,000	Offset				Similar			
Leasehold/Fee Simple	Fee Simple	Fee Simple				Fee Simple				Fee Simple			
Site	7,000 SF	4,400 SF			+50,000	5,000 SF			+25,000	3,450 SF			+50,000
View	None	None				None				None			
Design (Style)	Four-plex	Four-plex				Four-plex				Four-plex			
Quality of Construction	Good	Similar				Similar				Similar			
Actual Age	119 (updated)	98 (Similar)				87 (Inferior)			+75,000	104 (Similar)			
Condition	Good	Similar				Similar				Similar			
Gross Building Area 75	4,739 SF	3,451 SF			+96,600	3,362 SF			+103,300	2,636 SF			+157,700
Unit Breakdown	Total Bdrms Baths	Total Bdrms Baths			Total Bdrms Baths			Total Bdrms Baths		Total Bdrms Baths			
Unit # 1	6 4 2	4 2 1.5		+25,000	3 1 1		+40,000	4 2 1		+30,000			
Unit # 2	6 4 1.5	4 2 1		+25,000	3 1 1		+35,000	4 2 1		+25,000			
Unit # 3	7 5 1.5	3 1 1		+45,000	3 1 1		+45,000	3 1 1		+45,000			
Unit # 4	5 3 1	3 1 1		+20,000	3 1 1		+20,000	3 1 1		+20,000			
Basement Description	Unfinished	Similar				Similar				Similar			
Basement Finished Rooms													
Functional Utility	Average	Similar				Similar				Similar			
Heating/Cooling	FWA; No AC	Similar				Similar				Similar			
Energy Efficient Items	Typical	Similar				Similar				Similar			
Parking On/Off Site	Street Only	2 Spaces			-20,000	1 Space/unit			-40,000	Street Only			
Porch/Patio/Deck	Porch/deck	Similar				Similar				Similar			
Landscaping	Front/rear	Similar				Similar				Similar			
Net Adjustment (Total)		<input checked="" type="checkbox"/> + <input type="checkbox"/> -			\$ 191,600	<input checked="" type="checkbox"/> + <input type="checkbox"/> -			\$ 281,800	<input checked="" type="checkbox"/> + <input type="checkbox"/> -			\$ 266,700
Adjusted Sale Price of Comparables		Net Adj. 38.9 % Gross Adj. 67.4 %			\$ 683,600	Net Adj. 65.5 % Gross Adj. 94.1 %			\$ 711,800	Net Adj. 43.7 % Gross Adj. 63.7 %			\$ 876,700
Adj. Price Per Unit (Adj. SP Comp / # of Comp Units)		\$ 170,900				\$ 177,950				\$ 219,175			
Adj. Price Per Room (Adj. SP Comp / # of Comp Rooms)		\$ 48,829				\$ 59,317				\$ 62,621			
Adj. Price Per Bdrm. (Adj. SP Comp / # of Comp Bedrooms)		\$ 113,933				\$ 177,950				\$ 146,117			
ITEM	SUBJECT	COMPARABLE SALE NO. 4			COMPARABLE SALE NO. 5			COMPARABLE SALE NO. 6					
Date of Prior Sale/Transfer	See Comments Below	None per County Records			None per County Records			None per County Records					
Price of Prior Sale/Transfer		Within last 12 months			Within the last 12 months			Within the last 12 months					
Data Source(s)													
Effective Date of Data Source(s)	Updated Daily												
Summary of Sales Comparison Approach.													

Small Residential Income Property Appraisal Report

File No. 101111ResIn

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? Yes No If Yes, describe The subject experienced updating in 2009. See Addendum

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? Yes No If No, describe The subject is similar to other updated properties in the area in terms of size, quality and condition.

Is the property subject to rent control? Yes No If Yes, describe _____

The following properties represent the most current, similar, and proximate comparable rental properties to the subject property. This analysis is intended to support the opinion of the market rent for the subject property.

FEATURE	SUBJECT	COMPARABLE RENTAL NO. 1	COMPARABLE RENTAL NO. 2	COMPARABLE RENTAL NO. 3
Address	695-701 30th Street Oakland	749 37th Street Oakland	556 30th Street Oakland	1935 Filbert Street Oakland
Proximity to Subject		0.47 miles N	0.20 miles E	0.69 miles SW
Current Monthly Rent	\$ 6,920	\$ 3,400	\$ 4,380	\$ 2,850
Rent/Gross Bldg. Area	\$ 1.46 sq. ft.	\$ 1.48 sq. ft.	\$ 1.68 sq. ft.	\$ 1.31 sq. ft.
Rent Control	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Data Source(s)	County Records	MLS#40514220; County Rec.	MLS#40522508; County Rec.	MLS#40502875; County Rec.
Date of Lease(s)	Month to Month	Month to Month	Month to Month	Month to Month
Location	Suburban	Similar	Similar	Similar
Actual Age	121 years	87 years	105 years	111 years
Condition	Good	Similar	Similar	Similar
Gross Building Area	4,739 SF	2,296 SF	2,603 SF	2,170 SF
Unit Breakdown	Rm Count Tot Br Ba Sq Ft	Rm Count Tot Br Ba Sq Ft	Monthly Rent Rm Count Tot Br Ba Sq Ft	Rm Count Tot Br Ba Sq Ft
Unit # 1	6 4 2 1,100	5 3 2 1,148	\$ 1,500 6 3 2 1,300	\$ 2,100 5 3 2 1,085
Unit # 2	6 4 1.5 1,242	4 2 1 574	\$ 950 3 1 1 600	\$ 1,100 5 2 2 1,085
Unit # 3	7 5 1.5 1,166	4 2 1 574	\$ 950 4 2 1 703	\$ 1,600
Unit # 4	5 3 1 1,231			
Utilities Included	Trash	Trash	Trash	Trash
Parking	Street Only	Street Only	1 space/unit	Street Only
Quality	Above Average	Similar	Similar	Similar

Analysis of rental data and support for estimated market rents for the individual subject units reported below (including the adequacy of the comparables, rental concessions, etc.)
Rental information is supplied by MLS data or previous appraisals which we have performed. This represents the most accurate data available. Based on this survey, market rents on a price per square foot basis ranges from \$1.31 to \$1.68/SF. On a price per room basis the range is from \$261 to \$337. The rent comps provide good indications of market rent for the subject units. (Subject rent includes market rent estimate for vacant unit).

Rent Schedule: The appraiser must reconcile the applicable indicated monthly market rents to provide an opinion of the market rent for each unit in the subject property.

Unit #	Leases		Actual Rents			Opinion Of Market Rent		
	Begin Date	End Date	Unfurnished	Furnished	Total Rents	Unfurnished	Furnished	Total Rents
1	Vacant		\$ 0	\$ 0	\$ 0	\$ 1,695	\$ 1,695	\$ 1,695
2	Month to Month		1,775		1,775	1,775		1,775
3	July 2011	June 2012	1,650		1,650	1,650		1,650
4	Month to Month		1,800		1,800	1,800		1,800
Comment on lease data			Total Actual Monthly Rent		\$ 5,225	Total Gross Monthly Rent		\$ 6,920
			Other Monthly Income (itemize)		\$	Other Monthly Income (itemize)		\$
			Total Actual Monthly Income		\$ 5,225	Total Estimated Monthly Income		\$ 6,920

Utilities included in estimated rents Electric Water Sewer Gas Oil Cable Trash collection Other (describe)

Comments on actual or estimated rents and other monthly income (including personal property) The market rent for Unit 1 is estimated at \$1,695/month (\$1.54/SF and \$282/room); the market rent for Unit 2 is estimated at \$1,775/month (\$1.43/SF and \$296/room); the market rent for Unit 3 is estimated at \$1,650/month (\$1.42/SF and \$235/room); and the market rent for Unit 4 is estimated at \$1,800/month (\$1.46/SF and \$360/room). The projected market rents fall within the indicated range of the comparables and are considered to be reasonable (The price/room for Unit 3 is slightly low due to the large number of small bedrooms & a very small living room off the kitchen).

I did did not research the sale or transfer history of the subject property and comparable sales. If not, explain _____

My research did did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data source(s) County Records & MLS

My research did did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data source(s) County Records & MLS

Report the results of the research and analysis of the prior sale history of the subject property and comparable sales (report additional prior sales on page 4).

ITEM	SUBJECT	COMPARABLE SALE NO. 1	COMPARABLE SALE NO. 2	COMPARABLE SALE NO. 3
Date of Prior Sale/Transfer	See Comments Below	None per County Records	None per County Records	None per County Records
Price of Prior Sale/Transfer		Within last 12 months	Within last 12 months	Within the last 12 months
Data Source(s)				
Effective Date of Data Source(s)	Updated Daily			

Analysis of prior sale history for the subject property and comparable sales Per County Records, the subject was purchased 1/23/2009 for \$125,000; this was prior to the update/remodel. There have been no other transfers of the subject within the last 3 years. The comparables, unless otherwise noted, have not transferred within the year prior to the current transaction.

000019

Fruckee Zurich Place, LLC
PROFIT AND LOSS
All Dates

	TOTAL
Income	
Rental Income	
695-701 30th St, Oakland	439,529.80
Total Rental Income	439,529.80
Total Income	\$439,529.80
Expenses	
Cleaning	1,185.00
Depreciation Expense	12,953.00
Insurance	5,763.00
Liability Insurance	7,843.59
Total Insurance	13,606.59
Interest Expense	32,818.32
Loan Interest	160,353.96
Total Interest Expense	193,172.28
Landscape	2,267.00
Licenses and Permits	30.00
Management Fees	39,834.23
Professional Fees	
Legal Fees	9,285.00
Total Professional Fees	9,285.00
Repairs	
Building Repairs	549,191.40
Total Repairs	549,191.40
Supplies	
Office	48.79
Total Supplies	48.79
Taxes	
Local	4,976.20
Property	33,614.52
Total Taxes	38,590.72
Utilities	
Garbage	9,312.58
Gas and Electric	463.23
Water	9,685.13
Total Utilities	19,460.94
Total Expenses	\$879,624.95
Net Operating Income	\$ -440,095.15
Net Income	\$ -440,095.15

Wednesday, Jun 22, 2016 03:12:43 PM PDT GMT-7 - Cash Basis

000020

Truckee Zurich Place, LLC
TRANSACTION REPORT
 All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT	BALANCE
Repairs								
Building Repairs								
12/31/2009	Journal Entry	jw			Repairs:Building Repairs	-Split-	2,241.35	2,241.35
12/31/2010	Journal Entry	jw			Repairs:Building Repairs	-Split-	8.56	2,249.91
12/31/2010	Journal Entry	jw			Repairs:Building Repairs	-Split-	3,769.30	6,019.21
12/31/2011	Journal Entry	jw			Repairs:Building Repairs	-Split-	39.45	6,058.66
12/31/2011	Journal Entry	jw			Repairs:Building Repairs	-Split-	11,532.98	17,591.64
12/30/2012	Check	1316	JDW Enterprises, Inc.		Repairs:Building Repairs	Bank of America Checking	5,000.00	22,591.64
12/31/2012	Journal Entry	jw			Repairs:Building Repairs	-Split-	28,748.00	51,339.64
12/31/2012	Journal Entry	jw			Repairs:Building Repairs	-Split-	112.45	51,452.09
12/31/2013	Journal Entry	jw			Repairs:Building Repairs	-Split-	1,620.84	53,072.93
09/30/2014	Check	2225	JDW Enterprises, Inc.		Repairs:Building Repairs	Bank of America Checking	2,500.00	55,572.93
12/31/2014	Journal Entry	5		to record 2014 profit and loss	Repairs:Building Repairs	-Split-	3,163.19	58,736.12
12/31/2015	Journal Entry	14		JDW Enterprises, Inc.	Repairs:Building Repairs	-Split-	138,461.14	197,197.26
05/19/2016	Check	1589	JDW Enterprises, Inc.	Draw to JW to pay respective 2015 income taxes	Repairs:Building Repairs	Bank of America Checking	25,000.00	222,197.26
06/14/2016	Check	2226	JDW Enterprises, Inc.	Check 2226	Repairs:Building Repairs	Bank of America Checking	326,994.14	549,191.40
Total for Building Repairs							\$549,191.40	
Total for Repairs							\$549,191.40	
TOTAL							\$549,191.40	

695-701 30th TOTAL REPAIRS =

Wednesday, Jun 22, 2016 03:09:35 PM PDT GMT-7 - Cash Basis

000021



JDW Enterprises, Inc.
CA Lic. Contractor #776098

June 13, 2016

Truckee Zurich Place, LLC
3871 Piedmont Ave, #311
Oakland, CA 94611

RE: Rehab Cost for 695-701 30th Street, Oakland

Truckee Zurich Place, LLC,

Please find below costs to date on your property at 695-701 30th Street, Oakland, the amount you have paid to date, and balance owed:

Cost of Goods Sold

5000 . Cost of Goods Sold

5001. Demolition	9,996.00
5002. Clearing/Hauling	21,367.90
5007. Water meter	528.00
5008. De-water/damproofing	6,266.23
5010. Electrical/gas hook-up	76.46
5015. Landscaping	7,634.04
5016. Fencing	2,012.86
5025. Foundation Labor	35,000.00
5026. Foundation concrete	5,452.26
5027. Flatwork labor	900.00
5028. Flatwork concrete	5,585.93
5030. Re-enforcing steel	497.63
5032. Concrete/drive	376.44
5033. Foundation materials	5,408.68
5034. Pump truck	1,079.00
5041. Iron railings	322.42
5045. Rough hardware	715.16
5050. Framing lumber/materials	15,173.53
5051. Framing labor	43,959.66
5052. Siding lumber/stucco	13,816.41
5053. Siding labor/stucco	2,397.00

JDW Enterprises, Inc.
jdwent@hotmail.com

282 Whitmore Street, Ste B
Oakland, CA 94611

Tel: 510/ 698-6610
Fax: 510/ 808-4063

000022

JDW enterprises

JDW Enterprises, Inc.
CA Lic. Contractor #776098

5054. Deck lumber	11,098.05
5055. Deck labor	6,335.00
5056. Finish labor	36,862.20
5058. Cabinets	9,375.97
5059. Interior door/millwork	5,433.46
5065. Roofing materials	11,165.22
5066. Roofing labor	7,046.00
5070. Insulation	3,205.41
5080. Entry doors	1,231.50
5081. Windows/glass	13,761.31
5083. Specialty windows	1,806.36
5085. Shelving	1,568.04
5090. Drywall	18,085.63
5091. Painting	20,250.83
5092. Underlayment	266.05
5093. Vinyl	2,215.97
5094. Hardwood	8,913.13
5095. Granite counters	3,641.22
5096. Tile	17,650.45
5097. Carpet	106.67
5100. Bath hardware	1,463.89
5101. Millwork hardware	1,747.40
5102. Pick-up labor	33,281.00
5103. House cleaning	340.00
5112. Appliances	1,957.92
5113. Draperies	1,092.42
5116. Temporary utilities	26.19
5125. Plumbing materials	20,752.51
5126. Plumbing labor	29,034.00
5130. Heating/air/gas	9,057.79
5140. Electrical materials	14,147.34
5141. Electrical labor	16,220.00
5149. Interior design consult	1,362.50
5151. Architectural services	1,806.58
5152. Blue prints	10.90
5153. Consulting engineer	525.00
5156. Structural engineer	1,250.00
5157. Permits- government	11,836.59
5162. Temporary facilities	403.77
5163. Tool/Equipment	421.83
5165. Supervision	6,366.02

JDW Enterprises, Inc.
jdwent@hotmail.com

282 Whitmore Street, Ste B
Oakland, CA 94611

Tel: 510/ 698-6610
Fax: 510/ 808-4063

000023



JDW Enterprises, Inc.

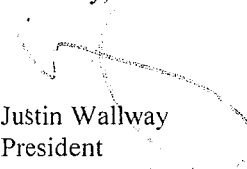
CA Lic. Contractor #776098

5167. Interim Clean-up	1,783.81
5204. Construction interest	4,527.60
5213. Construction loan fees	1,000.00
	\$
Total 5000 . Cost of Goods Sold	518,999.14

Total Cost of Goods Sold:	\$518,999.14
Less Paid to Date:	<u>-\$192,005.00</u>
Balance Owed:	\$326,994.14

Please let me know if you have any questions or require clarification.

Sincerely,


Justin Wallway
President
JDW Enterprises, Inc.

JDW Enterprises, Inc.
jdwent@hotmail.com

282 Whitmore Street, Ste B
Oakland, CA 94611

Tel: 510/ 698-6610
Fax: 510/ 808-4063

000024

Bank of America

Cashier's Check

No. 0893002221

Notice to Purchaser - In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Void After 90 Days

91-170/1221

Date 06/14/16 10:50:45 AM

NAZ


PIEDMONT

0007

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Pay

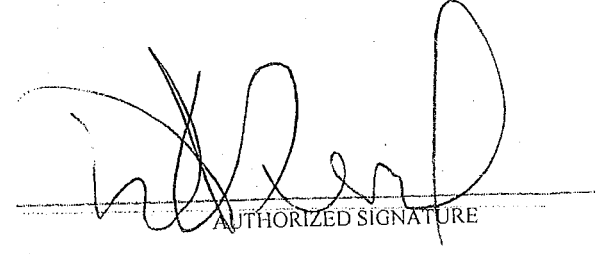
 BANK OF AMERICA **32699414**
THREE TWO SIX NINE NINE FOUR CT SCTS

***\$326,994.14

To The Order Of JDW ENTERPRISES INC

Remitter (Purchased By): TRUCKEE ZURICH PLACE LLC

Bank of America, N.A.
PHOENIX, AZ


AUTHORIZED SIGNATURE

⑈0893002221⑈ ⑆122101706⑆ 457002931717⑈

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENTS.

000025

BC-CHK: Account Activity Transaction Details

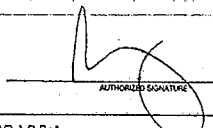
Check number: 00000001589

Post date: 05/19/2016

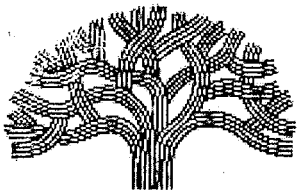
Amount: -25,000.00

Type: Check

Description: Check

TRUCKEE ZURICH PLACE, LLC 15949 DONNER PASS RD. TRUCKEE, CA 95161 (530) 592-1861		Bank of America 11-35-1210	1589 19 MAY 2016 \$25,000
PAY TO THE ORDER OF JDW ENTERPRISES, INC.	TWENTY-FIVE THOUSAND AND ⁰⁰ / ₁₀₀		DOLLARS
MEMO	AUTHORIZED SIGNATURE 		
001589 121000358 0479100188*			

000026



**CITY OF OAKLAND
RENT ADJUSTMENT
PROGRAM**

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

for Date Stamp Only
RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM
2016 AUG 21 AM 9:10

CASE NUMBER L16-0048

TENANT RESPONSE TO
CLAIM OF PERMANENT EXEMPTION

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

Your Name <i>Helen Corley</i>	Complete Address (with Zip Code) <i>695 30th St. Oakland, CA 94609</i>	Telephone <i>510-501-5988</i>
Your Representative's Name	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel:

The unit I rent is:

a house

an apartment

a condo

Rental History:

Date you entered into the Rental Agreement for this unit:

Date you moved into this unit:

Are you current on your rent?

Yes

No

Lawfully Withholding Rent

If you are lawfully withholding rent, attach a written explanation of the circumstances.

Exemption Contested

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

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

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

The property owner has the burden of proving the right to exemption for the unit. Explain below why you believe your landlord's claim that your unit is exempt is incorrect.

Upon information and belief, owner has not met his burden to prove that he has spent the required amount to establish an exemption for substantial rehabilitation.

000027

Please list the date you first received the Notice to Tenants of the Residential Rent Adjustment Program (RAP Notice):

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

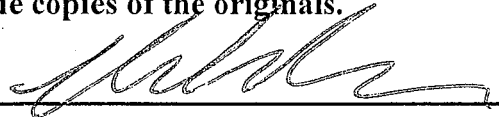
Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
3/15/16	5/1/16	\$1767.97 ^{+60 Fee}	\$1798.02 ^{+60 Fee}	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
8/03/15	9/1/16	\$ 1767.97 ^{(1767.97) never paid fee}	\$60 ^{New rent \$1827.97}	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
3/29/15	5/1/15	\$ 1735	\$1767.97	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
2/28/15	5/1/15	\$1735	\$1767	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes	<input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes	<input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes	<input type="checkbox"/> No

notice to change terms of rent agreement utility fee (\$60)
received two notices

** listed above are just what I have documents for **

Verification

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



 Tenant's Signature

8/18/16

 Date

 Tenant's Signature

 Date

Important Information

This form must be received at the Rent Adjustment Offices by the date and time limits prescribed by Oakland Municipal Code, Chapter 8.22. The offices are located at City of Oakland, Rent Adjustment Program, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. The mailing address is PO Box 70243, Oakland, CA 94612-0243. For more information, please call: 510-238-

You cannot get an extension of time to file your Response by telephone.

File Review

You should have received with this letter a copy of the landlord petition.
 For an appointment to review a file call (510) 238-3721.

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



L Mayr <eastbayspaces@gmail.com>

Water / Sewer Utility Fees

1 message

L Mayr <eastbayspaces@gmail.com>
To: L Mayr <eastbayspaces@gmail.com>

Mon, Aug 3, 2015 at 10:58 AM

Formula we use is consistent with State of CA., R.U.B.S.

2014 EBMUD Bill total for the year
divide by 12.
divide by # of Bedrooms at entire property.
multiply by # of bedrooms in your unit.
= Your new Utility Fee per month for Water/ Sewer service.

Every year we will re-do this calculation. This is your opportunity to potentially save money by reducing water consumption. Of course EBMUD could raise rates and that is what they have done the last 2 years.

FOR: 695 30th STREET
Oakland CA 9460 9

\$ 60.00 NEW UTILITY FEE PER MONTH FOR EBMUD

EFFECTIVE SEPTEMBER 2015

Please submit new utility fee with your rent for SEPTEMBER 2015

If you have never paid a EBMUD Utility Fee before, please look at page 2 of your Lease/Rental Agreement and note where the boxes have been checked off and you are to pay the Water / Sewer.

Thank you.

L. Mayr, CCRM Broker Associate
JDW ENTERPRISES INC

JDW ENTERPRISES INC
3871 PIEDMONT AVE # 311
OAKLAND, CA 94611

000029

30-DAY NOTICE TO CHANGE THE TERMS OF YOUR RENTAL AGREEMENT

To: TROESTER / HELEN CORLEY + TRAVIS CHILD, Resident(s) and all others in possession of Apt. No. _____, located at (Street Address) 695 - 30TH STREET in the city of Oakland, California

PLEASE TAKE NOTICE that in accordance with the governing State and local laws and ordinances, that thirty (30) days after service upon you of this notice or beginning MAY 1ST, 2015, whichever is later, the terms of your rental agreement for the above described property are hereby changed as follows:

YOUR MONTHLY RENT shall be increased from \$ 1735 per month to \$ 1767 per month, an increase of \$ 32- per month.

YOUR SECURITY DEPOSIT shall be increased from \$ _____ to \$ _____, an increase of \$ _____.

TOTAL AMOUNT DUE and payable by the above stated time period:

New Monthly Rent:	\$ <u>1767-</u>
Security Deposit Increase:	\$ _____
Other:	\$ _____
Total Due:	\$ <u>1767-</u>

OTHER CHANGES:

No BBQ within 25 ft of any structure. No Propane BBQ at all.

No Dogs THE DOG MUST GO

Must have Renters Insurance

Except for the above changes, all other terms of your Rental Agreement shall remain in full force and effect.

Dated: (Month/Day) Feb 28th, 2015

_____, OWNER(S)

By: JDW Enterprises Inc, AGENT



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30-DAY NOTICE TO CHANGE THE TERMS OF YOUR RENTAL AGREEMENT

To: TRAVIS, HELEN, CHILD, Resident(s) and all others in
possession of Apt. No. _____, located at (Street Address) 695 30th street
in the city of Oakland, California

PLEASE TAKE NOTICE that in accordance with the governing State and local laws and ordinances, that thirty (30) days
after service upon you of this notice or beginning May 1st, 2015, whichever is later, the terms of
your rental agreement for the above described property are hereby changed as follows:

YOUR MONTHLY RENT shall be increased from \$ 1,735.00 per month to \$ 1,767.97 per month, an
increase of \$ 32.97 per month.

YOUR SECURITY DEPOSIT shall be increased from \$ _____ to \$ _____, an increase of
\$ 0.

TOTAL AMOUNT DUE and payable by the above stated time period:

New Monthly Rent:	\$ <u>1,767.97</u>
Security Deposit Increase:	\$ <u>0</u>
Other:	\$ <u>0</u>
Total Due:	\$ <u>1,767.97</u>

OTHER CHANGES:

No Dogs are allowed.

No Gas BBQ Grills are allowed. You must maintain and have Renters Insurance policy.

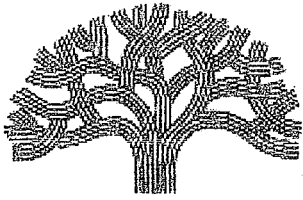
No storage outside. No indoor furniture outside.

Except for the above changes, all other terms of your Rental Agreement shall remain in full force and effect.

Dated: (Month/Day) March 29th, 2015

_____, OWNER(S)
By: JDW Enterprises Inc, AGENT





**CITY OF OAKLAND
RENT ADJUSTMENT
PROGRAM**

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

for Date **RECEIVED**
CITY OF OAKLAND
RENT ARBITRATION PROGRAM
2016 AUG 21 AM 9:09

CASE NUMBER L16-0048

TENANT RESPONSE TO
CLAIM OF PERMANENT EXEMPTION

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

Your Name GRANT RICH	Complete Address (with Zip Code) 697 30TH STREET OAKLAND, CA 94609	Telephone (616) 516-2897
Your Representative's Name N/A	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel: The unit I rent is:
 a house an apartment a condo

Rental History:

Date you entered into the Rental Agreement for this unit: Date you moved into this unit:

Are you current on your rent? Yes No Lawfully Withholding Rent

If you are lawfully withholding rent, attach a written explanation of the circumstances.

Exemption Contested

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

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

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

The property owner has the burden of proving the right to exemption for the unit. Explain below why you believe your landlord's claim that your unit is exempt is incorrect.

UPON INFORMATION AND BELIEF, OWNER HAS NOT MET HIS BURDEN TO PROVE THAT HE HAS SPENT THE REQUIRED AMMOUNT TO ESTABLISH AN EXEMPTION FOR SUBSTANTIAL REHABILITATION


Please list the date you first received the Notice to Tenants of the Residential Rent Adjustment Program (RAP Notice):

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?
		From	To	
9/29/2016	8/01/2016	\$ 1,808.73	\$ 1,839.47	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
12/01/2014	01/01/2015	\$ 1,775	\$ 1,808.73	<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

Verification

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



 Tenant's Signature

8/18/2016

 Date

 Tenant's Signature

 Date

Important Information

This form must be received at the Rent Adjustment Offices by the date and time limits prescribed by Oakland Municipal Code, Chapter 8.22. The offices are located at City of Oakland, Rent Adjustment Program, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. The mailing address is PO Box 70243, Oakland, CA 94612-0243. For more information, please call: 510-238-

You cannot get an extension of time to file your Response by telephone.

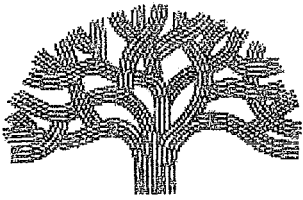
File Review

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

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

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

000033



**CITY OF OAKLAND
RENT ADJUSTMENT
PROGRAM**

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

for Date RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM
2016 AUG 21 AM 9:09

CASE NUMBER L16-0048

TENANT RESPONSE TO
CLAIM OF PERMANENT EXEMPTION

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

Your Name <i>Heare Pipilouis</i>	Complete Address (with Zip Code) <i>607 30th St Oakland CA 94607</i>	Telephone <i>510-460-8421</i>
Your Representative's Name <i>N/A</i>	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel: The unit I rent is: a house an apartment a condo

Rental History:

Date you entered into the Rental Agreement for this unit: Date you moved into this unit:

Are you current on your rent? Yes No Lawfully Withholding Rent

If you are lawfully withholding rent, attach a written explanation of the circumstances.

Exemption Contested

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

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

The property owner has the burden of proving the right to exemption for the unit. Explain below why you believe your landlord's claim that your unit is exempt is incorrect.

Open information and label, owner has not met his burden to prove that he has spent the required amount to establish an exemption for residential rehabilitation.

000034

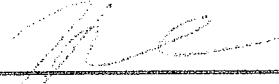
Please list the date you first received the Notice to Tenants of the Residential Rent Adjustment Program (RAP Notice):

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?
		From	To	
		\$	\$	<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

Verification

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



 Tenant's Signature

5/12/2016

 Date

 Tenant's Signature

 Date

Important Information

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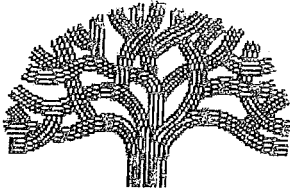
You cannot get an extension of time to file your Response by telephone.

File Review

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

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

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



**CITY OF OAKLAND
RENT ADJUSTMENT
PROGRAM**

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

for Date Stamp Only
RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM
2016 AUG 21 AM 9:09

CASE NUMBER L16-0048

**TENANT RESPONSE TO
CLAIM OF PERMANENT EXEMPTION**

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

Your Name <i>Marc Lichterman</i>	Complete Address (with Zip Code) <i>699 30th St Oakland, CA 94609</i>	Telephone <i>925-305-0017</i>
Your Representative's Name <i>N/A</i>	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel:

The unit I rent is:

a house

an apartment

a condo

Rental History:

Date you entered into the Rental Agreement for this unit: ~~★~~

Date you moved into this unit:

*on or about
October 2015*

Are you current on your rent?

Yes

No

Lawfully Withholding Rent

If you are lawfully withholding rent, attach a written explanation of the circumstances.

Exemption Contested

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

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

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

The property owner has the burden of proving the right to exemption for the unit. Explain below why you believe your landlord's claim that your unit is exempt is incorrect.

upon information and belief, owner has NOT met his burden to prove that he has spent the required amount to establish an exemption for a substantial rehabilitation.

A tenant is informed and believes owner was aware of his tenancy no later than February 2016.

Please list the date you first received the Notice to Tenants of the Residential Rent Adjustment Program (RAP Notice): *Never*

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?
		From	To	
		\$	\$	<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

Verification

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

Marc Lichterman

8/18/16

Tenant's Signature

Date

Tenant's Signature

Date

Important Information

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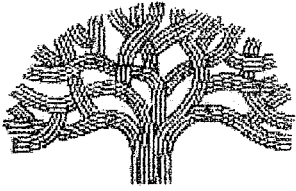
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File Review

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**CITY OF OAKLAND
RENT ADJUSTMENT
PROGRAM**

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

RECEIVED
for Data Services
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2016 AUG 21 AM 9:02

CASE NUMBER L16-0048

TENANT RESPONSE TO
CLAIM OF PERMANENT EXEMPTION

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

Your Name <i>JOSHUA SHEPHERD</i>	Complete Address (with Zip Code) <i>679 30th STREET OAKLAND, CA 94609</i>	Telephone <i>415-819-1045</i>
Your Representative's Name <i>N/A</i>	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel: The unit I rent is:
 a house an apartment a condo

Rental History:

Date you entered into the Rental Agreement for this unit: * Date you moved into this unit:

Are you current on your rent? Yes No Lawfully Withholding Rent

If you are lawfully withholding rent, attach a written explanation of the circumstances.

Exemption Contested

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

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

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

The property owner has the burden of proving the right to exemption for the unit. Explain below why you believe your landlord's claim that your unit is exempt is incorrect.

Upon information and belief, owner has not met his burden to prove that he has spent the required amount to establish an exemption for a substantial rehabilitation.

**Tenant believes landlord knew no later than 6/1/2012 that my tenancy began.*

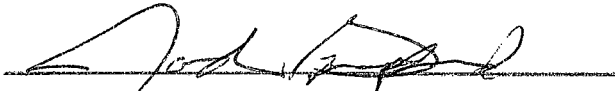
Please list the date you first received the Notice to Tenants of the Residential Rent Adjustment Program (RAP Notice):

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?
		From	To	
		\$	\$	<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

Verification

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



 Tenant's Signature

8/19/2016

 Date

 Tenant's Signature

 Date

Important Information

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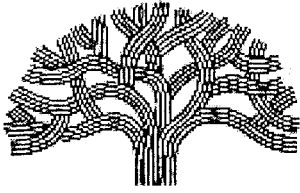
You cannot get an extension of time to file your Response by telephone.

File Review

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

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



**CITY OF OAKLAND
RENT ADJUSTMENT
PROGRAM**

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

for Date Received Only
RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM
2016 AUG 21 AM 9:10

CASE NUMBER L16-0048

TENANT RESPONSE TO
CLAIM OF PERMANENT EXEMPTION

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

Your Name Briannah Wilson	Complete Address (with Zip Code) 697 30th St. Oakland, CA, 94609	Telephone (619) 750-6464
Your Representative's Name N/A	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel: The unit I rent is:
 a house an apartment a condo

Rental History:

Date you entered into the Rental Agreement for this unit: Date you moved into this unit:

Are you current on your rent? Yes No Lawfully Withholding Rent

If you are lawfully withholding rent, attach a written explanation of the circumstances.

Exemption Contested

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

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

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

The property owner has the burden of proving the right to exemption for the unit. Explain below why you believe your landlord's claim that your unit is exempt is incorrect.

upon information and belief owner has not met his burden to prove he has spent required amount to establish an exemption for substantial rehabilitation.

Please list the date you first received the Notice to Tenants of the Residential Rent Adjustment Program (RAP Notice): ~ 25/9/2016

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?
		From	To	
		\$	\$	<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

Verification

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

Briannah Wilson
 Tenant's Signature

8/17/2016
 Date

 Tenant's Signature

 Date

Important Information

This form must be received at the Rent Adjustment Offices by the date and time limits prescribed by Oakland Municipal Code, Chapter 8.22. The offices are located at City of Oakland, Rent Adjustment Program, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. The mailing address is PO Box 70243, Oakland, CA 94612-0243. For more information, please call: 510-238-

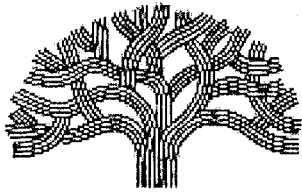
You cannot get an extension of time to file your Response by telephone.

File Review

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

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

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



**CITY OF OAKLAND
RENT ADJUSTMENT
PROGRAM**

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

for Depositor Only
RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM
2016 AUG 21 AM 9:10

CASE NUMBER L16-0048

TENANT RESPONSE TO
CLAIM OF PERMANENT EXEMPTION

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

Your Name LAWRENCE EDWARDS	Complete Address (with Zip Code) 697 30TH ST. OAKLAND, CA, 94609	Telephone 510-725- 2726
Your Representative's Name	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel:

4

The unit I rent is:

a house

an apartment

a condo

Rental History:

Date you entered into the Rental Agreement for this unit:

10/01/2015

Date you moved into this unit:

10/01/2015

Are you current on your rent?

Yes

No

Lawfully Withholding Rent

If you are lawfully withholding rent, attach a written explanation of the circumstances.

Exemption Contested

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

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

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

The property owner has the burden of proving the right to exemption for the unit. Explain below why you believe your landlord's claim that your unit is exempt is incorrect.

Upon information and belief, owner has not met his burden to prove that he has spent the required amount to establish an exemption per substantial rehabilitation.


Please list the date you first received the Notice to Tenants of the Residential Rent Adjustment Program (RAP Notice):

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?
		From	To	
		\$	\$	<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

Verification

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



 Tenant's Signature

08/18/2016

 Date

 Tenant's Signature

 Date

Important Information

This form must be received at the Rent Adjustment Offices by the date and time limits prescribed by Oakland Municipal Code, Chapter 8.22. The offices are located at City of Oakland, Rent Adjustment Program, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. The mailing address is PO Box 70243, Oakland, CA 94612-0243. For more information, please call: 510-238-

You cannot get an extension of time to file your Response by telephone.

File Review

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

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

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

**CITY OF OAKLAND
RENT ADJUSTMENT
PROGRAM**

230 Frank H. Ogawa Plaza, Suite 5313
Oakland, CA 94612
(510) 238-3721

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2016 AUG 21 AM 9:10

CASE NUMBER L16-0048

**TENANT RESPONSE TO
CLAIM OF PERMANENT EXEMPTION**

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

Your Name <i>Dwylan Russell</i>	Complete Address (with Zip Code) <i>685 30th ST Oakland, CA, 94609</i>	Telephone <i>650-600-4525</i>
Your Representative's Name <i>N/A</i>	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel:

4

The unit I rent is:

a house

an apartment

a condo

Rental History:

Date you entered into the Rental Agreement for this unit:

Oral Agreement
10/06

Date you moved into this unit:

10/06

Are you current on your rent?

Yes

No

Lawfully Withholding Rent

If you are lawfully withholding rent, attach a written explanation of the circumstances.

Exemption Contested

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

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

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

The property owner has the burden of proving the right to exemption for the unit. Explain below why you believe your landlord's claim that your unit is exempt is incorrect.

Upon information and belief, owner has not met his burden to prove that he has spent the required amount to establish an exemption for substantial rehabilitation.

Please list the date you first received the Notice to Tenants of the Residential Rent Adjustment Program (RAP Notice):

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

Rent Notice Class (Monthly/Year)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?
		From	To	
3.16.16	8.1.16	\$1767.97	\$1798.02	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No

Verification

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

Tenant's Signature

Date

Tenant's Signature

Date

Important Information

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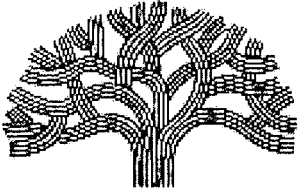
You cannot get an extension of time to file your Response by telephone.

File Review

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

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

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



**CITY OF OAKLAND
RENT ADJUSTMENT
PROGRAM**

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

for RECEIVED Only
CITY OF OAKLAND
RENT ARBITRATION PROGRAM
2016 AUG 21 AM 9:10

CASE NUMBER L16-0048

TENANT RESPONSE TO
CLAIM OF PERMANENT EXEMPTION

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

Your Name <i>Colleen Sauer</i>	Complete Address (with Zip Code) <i>695 30th St. Oakland, CA, 94609</i>	Telephone <i>510-774-5039</i>
Your Representative's Name <i>N/A</i>	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel:

The unit I rent is:

a house

an apartment

a condo

Rental History:

Date you entered into the Rental Agreement for this unit:

Oral agreement

Date you moved into this unit:

Are you current on your rent?

Yes

No

Lawfully Withholding Rent

If you are lawfully withholding rent, attach a written explanation of the circumstances.

Exemption Contested

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

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

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

The property owner has the burden of proving the right to exemption for the unit. Explain below why you believe your landlord's claim that your unit is exempt is incorrect.

Upon information and belief, owner has not met his burden to prove that he has spent the required amount to establish an exemption for substantial rehabilitation.


Please list the date you first received the Notice to Tenants of the Residential Rent Adjustment Program (RAP Notice):

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?
		From	To	
1/25/2016	1/25/2016	\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
3/15/2016	5/1/2016	\$ 1707.97	\$ 1798.02	<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

Verification

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



 Tenant's Signature

8/17/2016

 Date

 Tenant's Signature

 Date

Important Information

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You cannot get an extension of time to file your Response by telephone.

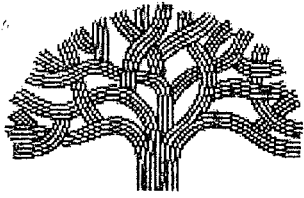
File Review

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

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

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

000047



**CITY OF OAKLAND
RENT ADJUSTMENT
PROGRAM**

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

for Date Stamp Only RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM
2016 AUG 24 AM 10:42

CASE NUMBER L16-0048

TENANT RESPONSE TO
CLAIM OF PERMANENT EXEMPTION

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

Your Name <i>Remy Beatty</i>	Complete Address (with Zip Code) <i>701 30th St Oakland, CA 94609</i>	Telephone <i>510-695-6970</i>
Your Representative's Name	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel:

The unit I rent is:

a house

an apartment

a condo

Rental History:

Date you entered into the Rental Agreement for this unit:

Date you moved into this unit:

Are you current on your rent?

Yes

No

Lawfully Withholding Rent

If you are lawfully withholding rent, attach a written explanation of the circumstances.

Exemption Contested

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

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

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

The property owner has the burden of proving the right to exemption for the unit. Explain below why you believe your landlord's claim that your unit is exempt is incorrect.

Upon information and belief, the owner has not met his burden to prove that he has spent the required amount to establish an exemption for substantial rehabilitation

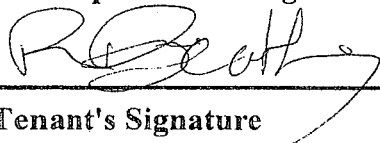
Please list the date you first received the Notice to Tenants of the Residential Rent Adjustment Program (RAP Notice): 7/25/2016

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?
		From	To	
<u>N/A</u> <u>New Lease</u>	<u>6/1/2016</u>	<u>\$ 5495</u>	<u>\$ —</u>	<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

Verification

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



Tenant's Signature

8/23/2016

Date

Tenant's Signature

Date

Important Information

This form must be received at the Rent Adjustment Offices by the date and time limits prescribed by Oakland Municipal Code, Chapter 8.22. The offices are located at City of Oakland, Rent Adjustment Program, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. The mailing address is PO Box 70243, Oakland, CA 94612-0243. For more information, please call: 510-238-

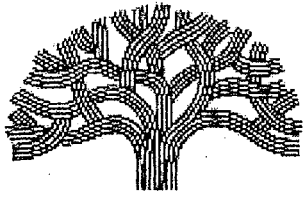
You cannot get an extension of time to file your Response by telephone.

File Review

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**CITY OF OAKLAND
RENT ADJUSTMENT
PROGRAM**

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

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM
2016 AUG 24 AM 10:49

CASE NUMBER L16-0048

TENANT RESPONSE TO
CLAIM OF PERMANENT EXEMPTION

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

Your Name <i>Thomas Deckert</i>	Complete Address (with Zip Code) <i>701 30th St Oakland, CA 94609</i>	Telephone <i>510-502-6737</i>
Your Representative's Name	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel: The unit I rent is: a house an apartment a condo

Rental History:

Date you entered into the Rental Agreement for this unit: Date you moved into this unit:

Are you current on your rent? Yes No Lawfully Withholding Rent

If you are lawfully withholding rent, attach a written explanation of the circumstances.

Exemption Contested

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

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

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

The property owner has the burden of proving the right to exemption for the unit. Explain below why you believe your landlord's claim that your unit is exempt is incorrect.

Upon information and belief, owner has not met his burden to prove that he has spent the required amount to establish an exemption for substantial rehabilitation


Please list the date you first received the Notice to Tenants of the Residential Rent Adjustment Program (RAP Notice): 7/25/16

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?
		From	To	
New Lease ↓		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
6/1/16 - 5/31/17		\$ 5495	\$ —	<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

Verification

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



 Tenant's Signature

8/23/16

 Date

 Tenant's Signature

 Date

Important Information

This form must be received at the Rent Adjustment Offices by the date and time limits prescribed by Oakland Municipal Code, Chapter 8.22. The offices are located at City of Oakland, Rent Adjustment Program, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. The mailing address is PO Box 70243, Oakland, CA 94612-0243. For more information, please call: 510-238-

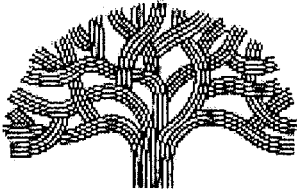
You cannot get an extension of time to file your Response by telephone.

File Review

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

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

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



**CITY OF OAKLAND
RENT ADJUSTMENT
PROGRAM**

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

for Date Stamp RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM
2016 AUG 24 AM 10:42

CASE NUMBER L16-0048

TENANT RESPONSE TO
CLAIM OF PERMANENT EXEMPTION

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

Your Name <i>Julia Langer</i>	Complete Address (with Zip Code) <i>701 30th Street Oakland, CA, 94607</i>	Telephone <i>301-385-5909</i>
Your Representative's Name <i>N/A</i>	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel: The unit I rent is:
 a house an apartment a condo

Rental History:

Date you entered into the Rental Agreement for this unit: Date you moved into this unit:

Are you current on your rent? Yes No Lawfully Withholding Rent

If you are lawfully withholding rent, attach a written explanation of the circumstances.

Exemption Contested

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

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

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

The property owner has the burden of proving the right to exemption for the unit. Explain below why you believe your landlord's claim that your unit is exempt is incorrect.

Upon information and belief, owner has not met his burden to prove that he has spent the required amount to establish an exemption for substantial rehabilitation

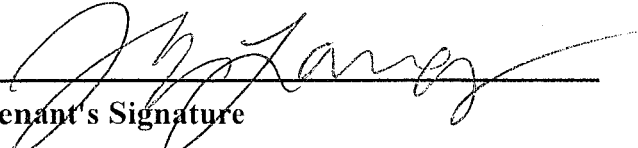
Please list the date you first received the Notice to Tenants of the Residential Rent Adjustment Program (RAP Notice): July 25 2016

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?
		From	To	
<u>N/A (New lease)</u>		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
<u>6/1/16</u>	<u>5/31/17</u>	<u>\$ 5495</u>	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
<u>(current lease)</u>		\$	\$	<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

Verification

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


 Tenant's Signature

8/23/16
 Date

Tenant's Signature

Date

Important Information

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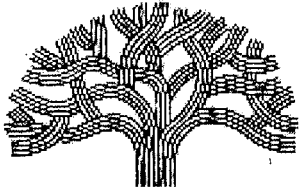
You cannot get an extension of time to file your Response by telephone.

File Review

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

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**CITY OF OAKLAND
RENT ADJUSTMENT
PROGRAM**

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

for Date Stamp RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM
2016 AUG 24 AM 10:42

CASE NUMBER L16-0048

TENANT RESPONSE TO
CLAIM OF PERMANENT EXEMPTION

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

Your Name <i>Johanna Sprague</i>	Complete Address (with Zip Code) <i>701 30th Street</i>	Telephone <i>617-678-5354</i>
Your Representative's Name <i>N/A</i>	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel:

The unit I rent is:

a house

an apartment

a condo

Rental History:

Date you entered into the Rental Agreement for this unit:

Date you moved into this unit:

Are you current on your rent?

Yes

No

Lawfully Withholding Rent

If you are lawfully withholding rent, attach a written explanation of the circumstances.

Exemption Contested

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

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

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

The property owner has the burden of proving the right to exemption for the unit. Explain below why you believe your landlord's claim that your unit is exempt is incorrect.

Upon information and belief, owner has not met his burden to prove that he has spent the required amount to establish an exemption for substantial rehabilitation.

Please list the date you first received the Notice to Tenants of the Residential Rent Adjustment Program (RAP Notice):

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?
		From	To	
NA → (new lease)		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
6/1/16	5/31/17	\$ 5495	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
(current lease)		\$	\$	<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

Verification

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

J. Sprague
Tenant's Signature

8/23/16
Date

Tenant's Signature

Date

Important Information

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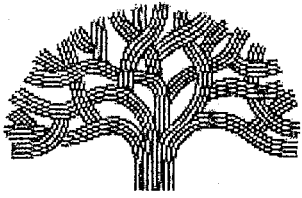
You cannot get an extension of time to file your Response by telephone.

File Review

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

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**CITY OF OAKLAND
RENT ADJUSTMENT
PROGRAM**

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

for Date Stamp Only RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM
2016 AUG 24 AM 10:46

CASE NUMBER L16-0048

TENANT RESPONSE TO
CLAIM OF PERMANENT EXEMPTION

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

Your Name <i>Clinton Womack</i>	Complete Address (with Zip Code) <i>701 30th St. Oakland, CA 94609</i>	Telephone <i>601-832-2242</i>
Your Representative's Name	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel:

The unit I rent is:

a house

an apartment

a condo

Rental History:

Date you entered into the Rental Agreement for this unit:

Date you moved into this unit:

Are you current on your rent?

Yes

No

Lawfully Withholding Rent

If you are lawfully withholding rent, attach a written explanation of the circumstances.

Exemption Contested

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

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

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The property owner has the burden of proving the right to exemption for the unit. Explain below why you believe your landlord's claim that your unit is exempt is incorrect.

Upon information and belief, owner has not met his burden to prove that he has spent the required amount to establish an exemption for substantial rehabilitation

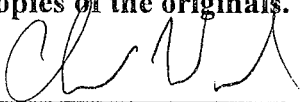
Please list the date you first received the Notice to Tenants of the Residential Rent Adjustment Program (RAP Notice):

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?
		From	To	
New Lease		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
6/1/16	5/31/17	\$ 54.95	\$ —	<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

Verification

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



Tenant's Signature

8/23/16

Date

Tenant's Signature

Date

Important Information

This form must be received at the Rent Adjustment Offices by the date and time limits prescribed by Oakland Municipal Code, Chapter 8.22. The offices are located at City of Oakland, Rent Adjustment Program, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. The mailing address is PO Box 70243, Oakland, CA 94612-0243. For more information, please call: 510-238-

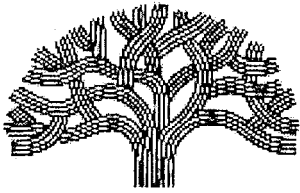
You cannot get an extension of time to file your Response by telephone.

File Review

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

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

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



**CITY OF OAKLAND
RENT ADJUSTMENT
PROGRAM**

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

for Date Stamp **RECEIVED**
CITY OF OAKLAND
RENT ARBITRATION PROGRAM
2016 AUG 24 AM 10:46

CASE NUMBER L16-0048

TENANT RESPONSE TO
CLAIM OF PERMANENT EXEMPTION

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

Your Name <i>Elizabeth Garcia</i>	Complete Address (with Zip Code) <i>701 36th street Oakland, CA 94607</i>	Telephone <i>786-359-6291</i>
Your Representative's Name <i>N/A</i>	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel:

The unit I rent is:

a house an apartment a condo

Rental History:

Date you entered into the Rental Agreement for this unit:

Date you moved into this unit:

Are you current on your rent? Yes No Lawfully Withholding Rent

If you are lawfully withholding rent, attach a written explanation of the circumstances.

Exemption Contested

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

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

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

The property owner has the burden of proving the right to exemption for the unit. Explain below why you believe your landlord's claim that your unit is exempt is incorrect.

Upon information and belief, owner has not met his burden to prove that he has spend the required amount to establish an exemption for substantial rehabilitation.

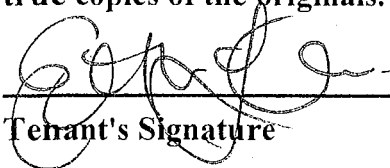
Please list the date you first received the Notice to Tenants of the Residential Rent Adjustment Program (RAP Notice): 7/25/16

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?
		From	To	
<u>6/1/16</u>	<u>5/31/17</u>	<u>\$ 5495</u>	<u>\$ -</u>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<u>(new lease)</u>		\$	\$	<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

Verification

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



 Tenant's Signature

8/23/16

 Date

 Tenant's Signature

 Date

Important Information

This form must be received at the Rent Adjustment Offices by the date and time limits prescribed by Oakland Municipal Code, Chapter 8.22. The offices are located at City of Oakland, Rent Adjustment Program, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. The mailing address is PO Box 70243, Oakland, CA 94612-0243. For more information, please call: 510-238-

You cannot get an extension of time to file your Response by telephone.

File Review

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

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

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

CHRONOLOGICAL CASE REPORT

Case Nos.: L16-0064

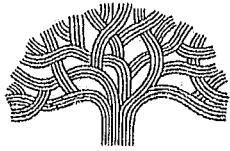
Case Name: DODG Corp. v. Tenants

Property Address: 2926 Foothill Blvd, Oakland, CA

Parties: Francisco Perez (Tenant)
Joshua Fowler (Tenant)
Miguel Juan (Tenant)
Nolbert Lucase (Tenant)
DODG Corp. (Property Owner)

TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Owner Petition filed	September 19, 2016
Tenant Response filed	--
Hearing Decision issued	April 10, 2017
Tenant Appeal filed	April 20, 2017



CITY OF OAKLAND

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

For date stamp.

RECEIVED

APR 20 2017

APPEAL

RENT ADJUSTMENT PROGRAM
OAKLAND

Appellant's Name <i>Joshua Kent Fowler</i>		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
Property Address (Include Unit Number) <i>2926 Foothill Boulevard #1</i>			
Appellant's Mailing Address (For receipt of notices) <i>2926 Foothill Boulevard #1 Oakland, CA 94601</i>		Case Number <i>L16-0064</i>	Date of Decision appealed <i>April 10, 2017</i>
Name of Representative (if any)		Representative's Mailing Address (For notices)	

Please select your ground(s) for appeal from the list below. As part of the appeal, an explanation must be provided responding to each ground for which you are appealing. Each ground for appeal listed below includes directions as to what should be included in the explanation.

- 1) There are math/clerical errors that require the Hearing Decision to be updated. *(Please clearly explain the math/clerical errors.)*
- 2) Appealing the decision for one of the grounds below (required):
 - a) The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations or prior decisions of the Board. *(In your explanation, you must identify the Ordinance section, regulation or prior Board decision(s) and describe how the description is inconsistent.)*
 - b) The decision is inconsistent with decisions issued by other Hearing Officers. *(In your explanation, you must identify the prior inconsistent decision and explain how the decision is inconsistent.)*
 - c) The decision raises a new policy issue that has not been decided by the Board. *(In your explanation, you must provide a detailed statement of the issue and why the issue should be decided in your favor.)*
 - d) The decision violates federal, state or local law. *(In your explanation, you must provide a detailed statement as to what law is violated.)*
 - e) The decision is not supported by substantial evidence. *(In your explanation, you must explain why the decision is not supported by substantial evidence found in the case record.)*

For more information phone (510)-238-3721.

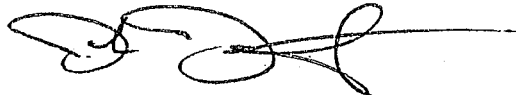
- f) I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. (In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue a decision without a hearing if sufficient facts to make the decision are not in dispute.)
- g) The decision denies the Owner a fair return on my investment. (You may appeal on this ground only when your underlying petition was based on a fair return claim. You must specifically state why you have been denied a fair return and attach the calculations supporting your claim.)
- h) Other. (In your explanation, you must attach a detailed explanation of your grounds for appeal.)

Submissions to the Board are limited to 25 pages from each party. Please number attached pages consecutively.
 Number of pages attached: _____.

You must serve a copy of your appeal on the opposing party(ies) or your appeal may be dismissed.

I declare under penalty of perjury under the laws of the State of California that on April 20, 2017, 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>	Erica Macleod, DODG Corporation
<u>Address</u>	4849 E. 12th Street
<u>City, State Zip</u>	Oakland, CA 94601
<u>Name</u>	Harmit S. Mann, DODG Corporation
<u>Address</u>	4849 E. 12th Street
<u>City, State Zip</u>	Oakland, CA 94601

	04/20/2017
-------------------------------------------------------------------------------------	------------

SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE

DATE

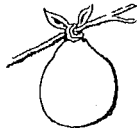
For more information phone (510)-238-3721.

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.
- Any supporting argument or documentation to be considered by the Board must be received by the Rent Adjustment Program with a proof of service on opposing party within 15 days of filing the appeal.
- 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.
- The entire case record is available to the Board, but sections of audio recordings must be pre-designated to Rent Adjustment Staff.

For more information phone (510)-238-3721.



NOMADIC
PRESS

City of Oakland
Housing and Community Development Department
Rent Adjustment Program
250 Frank H. Ogawa Plaza, Suite 5313
PO Box 70243
Oakland, CA 94612-2034

April 20, 2017

Re: Case No. L16-0064, DODG Corporation v. Tenants

To Whom It May Concern:

There are two primary issues of concern within this petition:

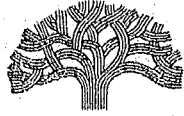
1. When notice of petition was sent to all tenants of the building as per regulation, only one (1) tenant, myself, received this paperwork. When I approached the tenants in units 2, 3, and 4, they had not received anything. Wanting them to be informed of what was happening, I made photocopies and provided each of them with a copy. Each tenant should have received proper notice.
2. Tenants in unit 2 informed me of a substantial rent increase from their old rent of ~\$1,600 to ~\$3,000 far before the owners filed a petition for exemption. Research on behalf of your department would need to be done but this illegal rent increase targeted marginalized, immigrant tenants very much unaware of their rights as tenants in the State of California and the City of Oakland. It would not be surprising to find that similar illegal rent hikes occurred in units 3 and 4, as well. My concern is that this exemption from the Oakland Rent Adjustment Ordinance (O. M. C. 8.22.070) will allow the owners to raise these units' rent even further, no doubt inevitably resulting in the need for the tenants to find more affordable housing elsewhere, likely outside of Oakland, a city that continues to be hit, as you well know, by wave after wave of gentrification and rising rent prices. As per O. M. C. 8.22.070, rent during 2015 and 2016 should not have been increased by more than 1.7% and 2.0%, respectively.

Please investigate whether or not tenants in units 2, 3, and 4 received initial notification of owners' desire to claim exemption, as well as whether or not rent increases far above the allowable rates as listed in O. M. C. 8.22.070 were instituted in 2015, 2016, or 2017.

Should you have any questions, please do not hesitate to contact me at (347) 844-0481. Your timely investigation into this matter is greatly appreciated.

Sincerely,

Joshua K. Fowler
2926 Foothill Boulevard #1
Oakland, CA 94601

 CITY OF OAKLAND CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM P.O. Box 70243 Oakland, CA 94612-0243 (510) 238-3721	For date stamp: <div style="text-align: right;">APPEAL</div>
---------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------

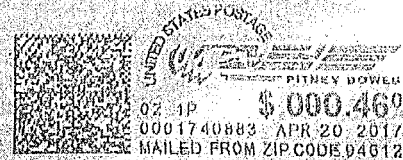
Appellant's Name <i>Joshua Kent Fowler</i>	<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant
Property Address (Include Unit Number) <i>2926 Foothill Boulevard #1</i>	
Appellant's Mailing Address (For receipt of notices) <i>2926 Foothill Boulevard #1 Oakland, CA 94601</i>	Case Number <i>L16-0064</i>
	Date of Decision appealed <i>April 10, 2017</i>

*Joshua K. Fowler
2926 Foothill Boulevard #1
Oakland, CA 94601*



*Harmit S. Mann, DODG Corporation
4849 E. 12th Street
Oakland, CA 94601*

*Joshua K. Fowler
2926 Foothill Boulevard #1
Oakland, CA 94601*



*Erica Macleod, DODG Corporation
4849 E. 12th Street
Oakland, CA 94601*

For more information phone (510) 238-3721.

Rev. 2/14/17

→ (510) 7694-7747



CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA , SUITE 5313 · P.O. BOX 70243 · OAKLAND, CA 94612-2034

Housing and Community Development Department
Rent Adjustment Program

TEL (510) 238-3721
FAX (510) 238-6181
TDD (510)238-7629

HEARING DECISION

CASE NUMBER: L16-0064, DODG Corporation v. Tenants
PROPERTY ADDRESS: 2926 Foothill Boulevard, Oakland, CA
APPEARANCES: Erica Macleod, Owner Representative
DATE OF HEARING: March 27, 2017
DATE OF DECISION: April 10, 2017

SUMMARY OF DECISION: The owner's petition is granted. The subject building is exempt from the Rent Ordinance on the basis of substantial rehabilitation.

INTRODUCTION

The owner filed a petition requesting an exemption from the Rent Adjustment Ordinance on the basis of substantial rehabilitation. Notice of the petition was sent to all tenants at the subject building. No tenant filed a response to the owner petition or appeared at the hearing.

ISSUE

1. Is the subject building exempt from the Rent Adjustment Ordinance on the basis of "substantial rehabilitation"?

EVIDENCE

The owner representative testified that the subject building is a mixed use commercial /residential building consisting of four units with a square footage of 4,480 square feet and provided supporting documentation of this square footage.¹ The construction work consisted of demolishing front unit, foundation work, new storefront and windows, remodeling of units, plumbing, electrical, and

¹ Ex. No. 12

Tha
631.542.
2275

The following expenses are disallowed:

<u>Vendor</u>	<u>Description</u>	<u>Cost</u>
1. East Bay Blue Printing ¹⁴	Printing Costs	\$257.31(printing costs do not qualify as substantial rehabilitation expenses)
2. S.E.I. Development ¹⁵	Construction	\$25,000.00 (failed to provide invoices or proof of payment for this amount)

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The Applicable Law: O.M.C. 8.22.030(A) (6) states that dwelling units located in "substantially rehabilitated buildings" are not "covered units" under the Rent Ordinance.

- a. In order to obtain an exemption based on substantial rehabilitation, an owner must have spent a minimum of fifty (50) percent of the average basic cost for new construction for a rehabilitation project.
- b. The average basic cost for new construction shall be determined using tables issued by the chief building inspector applicable for the time period when the substantial rehabilitation was completed.¹⁶

The tables issued by the Building Services agency refer to a dollar amount per square foot (Table "A", attached). Therefore, in order to make the necessary mathematical computation, an owner must present sufficient evidence of the square footage of the building, as well as the cost of the rehabilitation project:

The Calculation: Table "A" lists square foot construction costs, effective January 1, 2017. However, since the majority of the construction in this case occurred in 2013 and costs have risen, it would be unfair to an owner if current costs were used. For this reason, the Building Services agency has also issued a document entitled "Cost Indexes (1926 = 100)" (Table "B", attached).

¹⁴ Ex. Nos. 1, 7

¹⁵ Ex. Nos. 1, 11, 14

¹⁶ O.M.C. Section 8.22.030(B)(2)

These tables are used as follows: (1) On Table "B," determine the number for the year of construction, geographical district, and type of construction; (2) Divide this number by the number in the same category for the year 2017. The resulting percentage is then multiplied by the number derived when the square foot cost shown on Table "A" is multiplied by the number of square feet in the building.

The square footage of the subject building is 4,480 square feet. The appropriate square foot cost is for level ground new construction costs. Table "A" states that for Type V wood frame construction of an apartment building greater than 2 units the square foot cost for new construction would be \$148.20 as of January 1, 2017. (Apartment R2; Category V-wood frame). This amount multiplied by 4,480 equals \$663,936.00. This figure is then reduced to reflect construction costs in 2013, using the Cost Index Table as follows:

$$\begin{aligned} \text{Year 2013} &= 2872.30 \\ &= 95.4\% \\ \text{Year 2017} &= 3010.40 \end{aligned}$$

95.4% of \$663,936.00 is \$633,394.94. 50% of that amount is \$316,697.47. Therefore, if the owner expended \$316,697.47 on the construction project, the building is exempt from the Rent Ordinance.

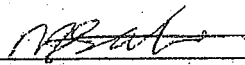
The owner has substantiated expenses of \$398,015.04 which exceed the 50% threshold of \$316,697.47 for new construction. Even if 2017 construction costs were used, the owner has exceeded the 50% threshold of \$331,968.00. Therefore, the building has been "substantially rehabilitated." The rental units in the building are exempt from the Rent Ordinance.

ORDER

1. The owner's petition is granted.
2. The subject building is a "substantially rehabilitated" building and exempt from the Rent Adjustment Ordinance. The building is not exempt from the Rent Adjustment Program (RAP) Service fee.
3. A certificate of exemption for the subject building shall be issued when this decision becomes final.
4. Right to Appeal: **This decision is the final decision of the Rent Adjustment Program Staff.** ~~Either party may appeal this decision by filing a~~ properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) days after service of this decision. The date of service is shown on the attached Proof of Service. If

the last day to file is a weekend or holiday, the appeal may be filed on the next business day.

Dated: April 10, 2017



MAIMOONA S. AHMAD, ESQ.
Hearing Officer
Rent Adjustment Program

BUILDINGS - EASTERN DISTRICT

Table with 19 columns representing years from 2016 to 1994. Rows include categories like Fireproofed steel frame, Reinforced concrete frame, Masonry bearing walls, Wood frame, Metal frame and walls.

BUILDINGS - CENTRAL DISTRICT

Table with 19 columns representing years from 2016 to 1994. Rows include categories like Fireproofed steel frame, Reinforced concrete frame, Masonry bearing walls, Wood frame, Metal frame and walls.

BUILDINGS - WESTERN DISTRICT

Table with 19 columns representing years from 2016 to 1994. Rows include categories like Fireproofed steel frame, Reinforced concrete frame, Masonry bearing walls, Wood frame, Metal frame and walls.

EQUIPMENT - NATIONAL AVERAGE

Large table with 19 columns representing years from 2016 to 1994. Rows include categories like Average of all, Airplane mg., Bakery, Bank, Bottling & distillery, Candy mg., Canning (fruit), Creamery (fruit), Cement mg., Chemical, Church, Clay products, Contractor's equip., Creamery & dairy, Dwelling, Elec. equip. mg., Elevator, Elec. power equip., Flour, cereal & feed, Garage, Gas mg., Hospital, Hotel, Laundry & cleaning, Library, Logging equip., Metalworking, Mining & milling, Motion picture, Office equip., Packing (fruit), Packing (meat), Paint mg., Paper mg., Petroleum, Printing, Refrigeration, Restaurant, Rubber, School, Shipbuilding, Steam power, Store, Textile, Theater, Warehousing, Woodworking.

The data included on this page becomes obsolete after update date delivery, scheduled for April 2017. Any reprinting, distribution, creation of derivative works, and/or public displays is strictly prohibited.

MARSHALL VALUATION SERVICE

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PROOF OF SERVICE

Case Number L16-0064

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:

Tenants

Francisco Perez
2926 Foothill Blvd. #3
Oakland, CA 94601

Joshua Fowler
2926 Foothill Blvd. #1
Oakland, CA 94601

Miguel Juan
2926 Foothill Blvd. #4
Oakland, CA 94601

Nolbert Lucas
2926 Foothill Blvd. #2
Oakland, CA 94601

Owner

DODG Corporation
4849 E. 12th St
Oakland, CA 94601

Owner Representative

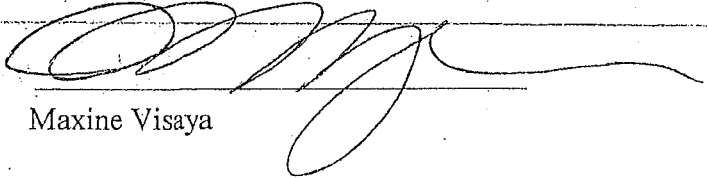
Erica Macleod
4849 E. 12th St.
Oakland, CA 94601

Harmit S. Mann
4849 E. 12th St
Oakland, CA 94601

000071

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 April 10, 2017 in Oakland, CA.



Maxine Visaya

000072

CITY OF OAKLAND



250 FRANK H. OGAWA PLAZA , SUITE 5313 · P.O. BOX 70243 · OAKLAND, CA
94612-2034

Housing and Community Development Department
Rent Adjustment Program

TEL (510) 238-3721
FAX (510) 238-6181
TDD (510)238-7629

HEARING DECISION

CASE NUMBER: L16-0064, DODG Corporation v. Tenants

PROPERTY ADDRESS: 2926 Foothill Boulevard, Oakland, CA

APPEARANCES: Erica Macleod, Owner Representative

DATE OF HEARING: March 27, 2017

DATE OF DECISION: April 10, 2017

SUMMARY OF DECISION: The owner's petition is granted. The subject building is exempt from the Rent Ordinance on the basis of substantial rehabilitation.

INTRODUCTION

The owner filed a petition requesting an exemption from the Rent Adjustment Ordinance on the basis of substantial rehabilitation. Notice of the petition was sent to all tenants at the subject building. No tenant filed a response to the owner petition or appeared at the hearing.

ISSUE

1. Is the subject building exempt from the Rent Adjustment Ordinance on the basis of "substantial rehabilitation"?

EVIDENCE

The owner representative testified that the subject building is a mixed use commercial /residential building consisting of four units with a square footage of 4,480 square feet and provided supporting documentation of this square footage.¹ The construction work consisted of demolishing front unit, foundation work, new storefront and windows, remodeling of units, plumbing, electrical, and

¹ Ex. No. 12

000073

roof replacement². The owner contracted with S.E.I. Development to do a majority of the construction, which the owner claims totaled \$369,910.00. However he only submitted invoices and proof of payment for \$344,910.00³ in total construction costs.

Building Permit Number RB1202674 was issued on August 7, 2012, for the remodel and alteration of existing boarding house into a mix-use building with three (3) residential units and one (1) work-live unit facing the street with a storefront wall added to scope⁴. The work was "finalized" on October 17, 2013⁵.

The owner representative testified and submitted the following documentary evidence of expenses in support of the owner's claim of exemption based on substantial rehabilitation:

1. Receipts, invoices and cancelled checks for the following vendors:

<u>Vendor</u>	<u>Description</u>	<u>Cost</u>
1. Ackland International ⁶	Engineering Plans and Consulting Services	\$2,500.00
2. Albion Plumbing ⁷	Plumbing	\$5,000.00
3. Betta Group ⁸	Structural Plans	\$3000.00
4. City of Oakland ⁹	Zoning and Permit Fees	\$24,405.04
5. Jose Saucedo ¹⁰	Architectural Services	\$6,000.00
6. PG&E ¹¹	Installation of Meter	\$400.00
7. Villatoro V. Construction ¹²	Roof Replacement	\$11,800.00
8. S.E.I. Development ¹³	Construction	\$344,910.00
	TOTAL	\$398,015.04

² Ex. Nos. 1, 10, 11, 13

³ Ex. Nos. 11, 14

⁴ Ex. No. 13

⁵ Ex. No. 13

⁶ Ex. Nos. 1, 3

⁷ Ex. Nos. 1, 4

⁸ Ex. Nos. 1, 6

⁹ Ex. Nos. 1, 5

¹⁰ Ex. Nos. 1, 8

¹¹ Ex. Nos. 1, 9

¹² Ex. Nos. 1, 10

¹³ Ex. Nos. 1, 11, 14

The following expenses are disallowed:

<u>Vendor</u>	<u>Description</u>	<u>Cost</u>
1. East Bay Blue Printing ¹⁴	Printing Costs	\$257.31(printing costs do not qualify as substantial rehabilitation expenses)
2. S.E.I. Development ¹⁵	Construction	\$25,000.00 (failed to provide invoices or proof of payment for this amount)

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The Applicable Law: O.M.C. 8.22.030(A) (6) states that dwelling units located in "substantially rehabilitated buildings" are not "covered units" under the Rent Ordinance.

- a. In order to obtain an exemption based on substantial rehabilitation, an owner must have spent a minimum of fifty (50) percent of the average basic cost for new construction for a rehabilitation project.
- b. The average basic cost for new construction shall be determined using tables issued by the chief building inspector applicable for the time period when the substantial rehabilitation was completed.¹⁶

The tables issued by the Building Services agency refer to a dollar amount per square foot (Table "A", attached). Therefore, in order to make the necessary mathematical computation, an owner must present sufficient evidence of the square footage of the building, as well as the cost of the rehabilitation project.

The Calculation: Table "A" lists square foot construction costs, effective January 1, 2017. However, since the majority of the construction in this case occurred in 2013 and costs have risen, it would be unfair to an owner if current costs were used. For this reason, the Building Services agency has also issued a document entitled "Cost Indexes (1926 = 100)" (Table "B", attached).

¹⁴ Ex. Nos. 1, 7

¹⁵ Ex. Nos. 1, 11, 14

¹⁶ O.M.C. Section 8.22.030(B)(2)

These tables are used as follows: (1) On Table "B," determine the number for the year of construction, geographical district, and type of construction; (2) Divide this number by the number in the same category for the year 2017. The resulting percentage is then multiplied by the number derived when the square foot cost shown on Table "A" is multiplied by the number of square feet in the building.

The square footage of the subject building is 4,480 square feet. The appropriate square foot cost is for level ground new construction costs. Table "A" states that for Type V wood frame construction of an apartment building greater than 2 units the square foot cost for new construction would be \$148.20 as of January 1, 2017. (Apartment R2; Category V-wood frame). This amount multiplied by 4,480 equals \$663,936.00. This figure is then reduced to reflect construction costs in 2013, using the Cost Index Table as follows:

$$\begin{aligned} \text{Year 2013} &= 2872.30 \\ &= 95.4\% \\ \text{Year 2017} &= 3010.40 \end{aligned}$$

95.4% of \$663,936.00 is \$633,394.94. 50% of that amount is \$316,697.47. Therefore, if the owner expended \$316,697.47 on the construction project, the building is exempt from the Rent Ordinance.

The owner has substantiated expenses of \$398,015.04 which exceed the 50% threshold of \$316,697.47 for new construction. Even if 2017 construction costs were used, the owner has exceeded the 50% threshold of \$331,968.00. Therefore, the building has been "substantially rehabilitated." The rental units in the building are exempt from the Rent Ordinance.

ORDER

1. The owner's petition is granted.
2. The subject building is a "substantially rehabilitated" building and exempt from the Rent Adjustment Ordinance. The building is not exempt from the Rent Adjustment Program (RAP) Service fee.
3. A certificate of exemption for the subject building shall be issued when this decision becomes final.
4. Right to Appeal: **This decision is the final decision of the Rent Adjustment Program Staff.** Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) days after service of this decision. The date of service is shown on the attached Proof of Service. If

the last day to file is a weekend or holiday, the appeal may be filed on the next business day.

Dated: April 10, 2017



MAIMOONA S. AHMAD, ESQ.
Hearing Officer
Rent Adjustment Program

City of Oakland
Bureau of Building
Construction Valuation¹
For Building Permits⁴
Effective January 1, 2017

Planning and Building Department
 Dalziel Administration Building
 250 Frank Ogawa Plaza - 2nd Floor
 Oakland, CA 94612
 510-238-3891

Occ.	Description ³	Construction	Level Ground		Hillside Construction ²		Marshall & Swift December 2016
		Type	New	Remodel	New	Remodel	
R3	Single Family Residence	V	\$236.52	\$122.99	\$307.48	\$159.89	Section 12 pg 25 (C/e)
	Duplex/Townhouse	V	\$196.12	\$101.98	\$254.95	\$132.58	Section 12 pg 31 (C/e)
	Factory/Manufactured home	V	\$73.45	\$38.19	\$95.49	\$49.65	Section 63 pg 9 (Exc)
	Finished Habitable Basement Conversion	V	\$125.58	\$65.30	\$163.25	\$84.89	Section 12 pg 26 (CDS/g)
	Convert non-habitable to habitable	V	N/A	\$125.58	N/A	\$163.25	Section 12 pg 26 (CDS/g)
	Partition Walls (s.f.)	V	N/A	\$17.23	N/A	\$22.39	Section 52 pg 1 (6" wall)
	Foundation Upgrade (l.f.)	V	\$113.10	NA	\$147.03	NA	Section 51 pg 2 (R/24x72.)
	Patio/Porch Roof	V	\$28.60	\$14.87	\$37.18	\$19.33	Section 66 pg 2 (Wood)
	Ground Level Decks	V	\$18.53	\$9.63	\$24.08	\$12.52	Section 66 pg 2 (100sf/avg)
	Elevated Decks & Balconies	V	\$34.13	\$17.75	\$44.36	\$23.07	Section 66 pg 2 (100sf/+1 story)
U1	Garage	V	\$43.73	\$22.74	\$56.85	\$29.56	Section 12 pg 35 (C/a600)
	Carport	V	\$35.75	\$18.59	\$46.48	\$24.17	Section 12 pg 35 (D/a4car)
	Retaining wall (s.f.)	III	\$37.05	NA	\$48.17	NA	Section 55 pg 3 (12"reinf./h)
R2	Apartment (>2 units)	I & II	\$195.00	\$101.40	\$253.50	\$131.82	Section 11 pg 18 (B/g)
		III	\$175.50	\$91.26	\$228.15	\$118.64	Section 11 pg 18 (Cmill/g)
		V	\$148.20	\$77.06	\$192.66	\$100.18	Section 11 pg 18 (D/g)
Non-Residential Occupancy							
A	Church/Auditorium	I & II	\$310.62	\$161.52	\$403.81	\$209.98	Section 16 pg 9 (B/g)
		III	\$223.28	\$116.10	\$290.26	\$150.93	Section 16 pg 9 (B/a)
		V	\$207.48	\$107.89	\$269.72	\$140.26	Section 16 pg 9 (S/g)
A	Restaurant	I & II	\$265.33	\$137.97	\$344.93	\$179.36	Section 13 pg 14 (A-B/g)
		III	\$204.36	\$106.27	\$265.67	\$138.15	Section 13 pg 14 (C/g)
		V	\$191.89	\$99.78	\$249.46	\$129.72	Section 13 pg 14 (D/g)
B	Restaurant <50 occupancy	V	\$170.35	\$88.58	\$221.46	\$115.16	Section 13 pg 17 (C/a)
B	Bank	I & II	\$265.32	\$137.96	\$344.91	\$179.35	Section 15 pg 21 (B/a)
		III	\$214.05	\$111.30	\$278.26	\$144.69	Section 15 pg 21 (C/a)
		V	\$201.29	\$104.67	\$261.68	\$136.07	Section 15 pg 21 (D/a)
B	Medical Office	I & II	\$298.29	\$155.11	\$387.77	\$201.64	Section 15 pg 22 (A/g)
		III	\$288.82	\$150.19	\$375.47	\$195.24	Section 15 pg 22 (B/g)
		V	\$235.95	\$122.69	\$306.74	\$159.50	Section 15 pg 22 (C/g)
B	Office	I & II	\$196.25	\$102.05	\$255.12	\$132.66	Section 15 pg 17 (B/a)
		III	\$142.04	\$73.86	\$184.65	\$96.02	Section 15 pg 17 (C/a)
		V	\$134.30	\$69.84	\$174.59	\$90.79	Section 15 pg 17 (D/a)
E	School	I & II	\$255.80	\$133.02	\$332.54	\$172.92	Section 18 pg 14 (A-B/g)
		III	\$200.51	\$104.27	\$260.67	\$135.55	Section 18 pg 14 (C/g)
		V	\$193.21	\$100.47	\$251.17	\$130.61	Section 18 pg 14 (D/g)
H	Repair Garage	I & II	\$218.37	\$113.55	\$283.89	\$147.62	Section 14 pg 33 (MSG 527C/e)
		III	\$211.86	\$110.17	\$275.42	\$143.22	Section 14 pg 33 (MLG 423C/e)
		V	\$203.87	\$106.01	\$265.03	\$137.81	Section 14 pg 33 (MLG 423D/e)
I	Care Facilities / Institutional	I & II	\$220.73	\$114.78	\$286.95	\$149.21	Section 15 pg 22 (B/a)
		III	\$178.89	\$93.02	\$232.56	\$120.93	Section 15 pg 22 (C/a)
		V	\$170.63	\$88.73	\$221.81	\$115.34	Section 15 pg 22 (D/a)
M	Market (Retail sales)	I & II	\$170.77	\$88.80	\$222.00	\$115.44	Section 13 pg 26 (A/g)
		III	\$137.49	\$71.49	\$178.73	\$92.94	Section 13 pg 26 (C/g)
		V	\$130.20	\$67.70	\$169.25	\$88.01	Section 13 pg 26 (D/g)
S	Industrial plant	I & II	\$186.23	\$96.84	\$242.09	\$125.89	Section 14 pg 15 (B/a)
		III	\$145.89	\$75.86	\$189.65	\$98.62	Section 14 pg 15 (C/a)
		V	\$130.25	\$67.73	\$169.32	\$88.05	Section 14 pg 15 (D/a)
S	Warehouse	I & II	\$115.30	\$59.95	\$149.89	\$77.94	Section 14 pg 26 (A/g)
		III	\$108.60	\$56.47	\$141.18	\$73.41	Section 14 pg 26 (B/g)
		V	\$106.52	\$55.39	\$138.48	\$72.01	Section 14 pg 26 (Cmill/g)
S	Parking Garage	I & II	\$91.53	\$47.60	\$118.99	\$61.88	Section 14 pg 34 (A/g)

¹ Cost per square foot, unless noted otherwise. (l.f. = linear foot; s.f. = square foot); includes 1.3 regional multiplier (see Secc. 99 pg 6 December 2016 Marshall & Swift)

² Hillside construction = slope >20%; multiply by additional 1.3 multiplier

³ Remodel Function of New Construction is a 0.52 multiplier.

⁴ Separate structures or occupancies valued separately.

⁵ Separate fees assessed for E/P/M permits, R.O.W. improvements, Fire Prevention Bureau, Grading Permits, technology enhancement, records management, Excav. & Shoring.

44-0064 KM/BKB

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

<p>CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721</p>	<p>For date stamp: 2016 SEP 19 PM 3:10</p> <p><u>LANDLORD PETITION</u> <u>FOR CERTIFICATE OF EXEMPTION</u> (OMC §8.22.030.B)</p>
----------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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

Section 1. Basic Information

<p>Your Name DODG Corporation</p>	<p>Complete Address (with zip code) 4849 E. 12th Street Oakland, CA, 94601</p>	<p>Telephone Day: 510-533-6194</p>	
<p>Your Representative's Name Harmit S. Mann</p>	<p>Complete Address (with zip code) 4849 E. 12th Street Oakland, CA, 94601</p>	<p>Telephone Day: 510-599-6266</p>	
<p>Property Address 2926 Foothill Boulevard, Oakland, CA, 94601</p>		<p>Total number of units in bldg or parcel. Four (4)</p>	
<p>Type of units (circle one)</p>	<p>Single Family Residence (SFR)</p>	<p>Condominium</p>	<p>Apartment or Room</p>
<p>If an SFR or condominium, can the unit be sold and deeded separately from all other units on the property?</p>		<p>N/A Yes</p>	<p>No</p>

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

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

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

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

Single-Family or Condominium (Costa-Hawkins): Applies to Single Family Residences and condominiums only. If claiming exemption under the Costa-Hawkins Rental Housing Act (Civ. C. §1954.50, et seq.), please answer the following questions on a separate sheet:

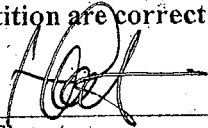
1. Did the prior tenant leave after being given a notice to quit (Civil Code Section 1946)?
2. Did the prior tenant leave after being a notice of rent increase under Civil Code Section 827?
3. Was the prior tenant evicted for cause?
4. Are there any outstanding violations of building, housing, fire,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

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

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

Section 4. Verification Each petitioner must sign this section.

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



Owner's Signature

9/14/16

Date

Owner's Signature

Date

Important Information

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

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

ADDRESS: 2926 FOOTHILL BLVD, OAKLAND, CA 94601

Unit Number	Unit Type	Tenant's Name
2926 Foothill Blvd #1	Live-work	Joshua Fowler
2926 Foothill Blvd #2	Residential	Nolbert Lucas
2926 Foothill Blvd #3	Residential	Francisco Perez
2926 Foothill Blvd #4	Residential	Miguel Juan

CHRONOLOGICAL CASE REPORT

Case Nos.: L16-0093
Case Name: Masri v. Tenant
Property Address: 2334 Waverly Street, Oakland, CA
Parties: Michael Stangl (Tenant)
Tuala Garcia-Zuazua (Tenant)
Masri Family Limited Partenership 5C, LP. (Property Owner)

TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Owner Petition filed	December 1, 2016
Tenant Response filed	January 3, 2016
Hearing Decision issued	April 24, 2017
Tenants Appeal filed	May 12, 2017
Owner Response filed	October 27, 2017

2017 MAY 12 PM 1:21

City of Oakland Residential Rent Adjustment Program 250 Frank Ogawa Plaza, Suite 5313 Oakland, California 94612 (510) 238-3721		APPEAL	
Appellant's Name Michael Stangl		Landlord <input type="checkbox"/>	Tenant <input checked="" type="checkbox"/>
Property Address (Include Unit Number) 2334 Waverly St. Oakland CA 94612			
Appellant's Mailing Address (For receipt of notices) 2334 Waverly St. Oakland CA 94612		Case Number L16-0093 Date of Decision appealed 04/24/17	
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 May 12, 20017, 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>	Masri Family Limited Partnership SC, LP
<u>Address</u>	290 27 th Street, Oakland CA 94612
<u>City, State Zip</u>	
<u>Name</u>	
<u>Address</u>	
<u>City, State Zip</u>	

	5/12/17
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

IMPORTANT INFORMATION:

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

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

Appeal Letter for
Case #L16-0093

2017 MAY 12 PM 1:21

There are two reasons I am appealing the decision issued in Case #L16-0093 for the following grounds:

1. I was denied sufficient opportunity to respond to the petitioners claim. The hearing officer did not allow me to submit some evidence.
2. This decision raises a new policy issue that has not been decided by the Board, information follows.

When Costa Hawkins was passed, the reasoning or legislative intent for excluding single family homes from rent control was so that a homeowner could be free of rent control in order to maximize their investment in renting their home and reinvesting in real estate. This was intended for small investors who were just starting on their investment in real estate. It was argued that it would increase investment and investors in real estate. But Costa Hawkins was never meant to exclude all single family homes from rent control. Single family homes are subject to rent control, for instance, if the tenancy began before January 1st 1996, if the landlord accepts government assistance, if the previous tenant was evicted, if the unit(s) have health and safety violations, or if the unit(s) is part of a subdivision. Any of these reasons exempt unit(s) from Costa Hawkins, meaning they are subject to rent control.

It has been more than twenty years since Costa Hawkins passed and we are just now starting to see its full effect. The ownership of homes and properties in California has changed drastically since it passed. And the law has recently become a time bomb of sorts. Disrupting tenancies, displacing families and a lot of confusion on what the law says or what its intent actually is. This is why now, it is more important than ever to take a closer look at Costa Hawkins and examine the full intent of the legislators and put the law in context.

In 2001 Costa Hawkins was amended to exclude subdivisions from its application, that have not been sold by the subdivider. The most common of this type of subdivision applied to Costa Hawkins is a condominium conversion from an apartment. But it is important to note that this section of law includes all rental units in its language and references California Subdivision Lands Law from the Business and Professions Code. Real property applications for subdivisions and a subdivider would include the marketing, sale and lease of subdivided lots, parcels, units and undivided interests in California. See the section of law below:

Subdivided Lands Law

11000.1.

(a) "Subdivided lands" and "subdivision," as defined by Sections 11000 and 11004.5, also include improved or unimproved land or lands, a lot or lots, or a

parcel or parcels, of any size, in which, for the purpose of sale or lease or financing, whether immediate or future, five or more undivided interests are created or are proposed to be created.

Costa Hawkins, Civ. Code 1954.52 (3)(a) states:

(A) It is alienable separate from the title to any other dwelling unit or is a subdivided interest in a subdivision, as specified in subdivision (b), (d), or (f) of Section 1104.5 of the Business and Professions Code.

(B) This paragraph does not apply to either of the following:

(ii) A condominium dwelling or unit that has not been sold separately by the subdivider to a bona fide purchaser for value. The initial rent amount of such unit for purposes of this chapter shall be the lawful rent in effect on May 7, 2001

This case involves an undivided interest subdivision. Undivided interest subdivisions are properties that are not physically subdivided but ownership is divided between five or more persons. Increasingly investment corporations are buying single family homes, breaking rent control and evicting the tenants then dividing the ownership between their stockholders, sometimes even purchasing whole existing blocks or developments. Many times the small investor who Costa Hawkins was supposed to help can't compete with these larger investors who typically can outbid smaller investors. It is now easier for these real estate investment corporations to buy existing single family homes and break rent control than it is to build new homes. The question has become, should this type of subdivision be protected by Costa Hawkins? Is this the type of use of the law the intent of the legislation? It's my belief that it is not. And by prohibiting this type of subdivision the board would not only stop this type of predatory investment but also allow some relief for the small investor that Costa Hawkins was supposed to help.

In addition my tenancy began before January 1st, 1996. In my hearing, the officer made several mistakes in his decision. He pointed out that I moved to Mexico in the spring of 1996, and this is incorrect. The owner never presented evidence as such and this is based on my own testimony that I went to Mexico on a business trip. The Masri family knew I was in Mexico on a business trip for their family printing business! Leaving a house for a business trip or any other temporary stay outside a unit does not surrender an occupant or subtenants rights to occupancy. I never gave notice to leave and was never served with any notice to vacate. This is true whether the tenancy was at will or not. Costa Hawkins covers all occupants if they are subtenants or master tenants with lease agreements, one does not need to have a lease to be protected by the exemptions in Costa Hawkins. Mosser Companies v. San Francisco Rent Stabilization Board is clear example of an occupant being protected and how an occupant is covered by anyone who lives in a housing unit. The hearing officer is correct that I resided in the unit before January 1st, 1996. Additionally the unit was never fully vacated when I signed a lease. The previous tenant

Ben Masri did not fully move out until a month after I signed a lease. He still had several belongings and strange as it sounds a pet cockatiel that I cared for that month before he returned to fetch the bird. My tenancy began in November 1995 as a occupant/subtenant and in August of 1996 I signed a lease making me a master tenant. My tenancy began before January 1st, 1996 and I am in lawful possession of the unit and because of this it is exempt from Costa Hawkins.

I ask the board to please review Mosser Companies v. San Francisco Rent Stabilization Board to see how another rent board and then latter the court have defined occupants and their protections under Costa Hawkins..

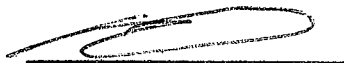
I did sign the rental application stating incorrectly that I had been at another address (541 Chetwood) for 3 months, and I incorrectly listed it as my previous and current address. I signed the lease and filled out the application at the same time and honestly didn't think about what I wrote on the application because I was signing the lease at the same time, the application didn't matter. I didn't even bother to fill in the address completely. I just felt that I needed to put down an address that was not a Mexican address. I was accustomed to writing the Chetwood address on all documents over the prior two years, as this was my mailing address for all US correspondence while I was living in Mexico in 1994 and part of 1995.

The TRACERS program that the landlord used as "evidence" that the Chetwood address was my home in 1995 and 1996, is incorrect. This was just the stateside address that I used while living abroad. The TRACERS program shows that I was a resident at the Waverly house starting in 1997 (wrong according to everyone involved), when clearly I was master tenant starting when I signed the lease in 1996, and had been living there since 1995. These programs are just doing the best they can with information from 22 years ago, prior to the modern internet and it is not surprising that it is wrong.

I only stayed temporarily at the 541 Chetwood and also lived at 2334 Waverly during the same time. I never paid rent at 541 Chetwood or established it as my home. The property at 2334 Waverly Street has been my permanent home from November 1995 to the present. Thank you so much for your time.

Michael Stangl

Date:



5/12/17

Appeal Letter for
Case #L16-0093

2017 MAY 26 PM 1:46

There are two reasons I am appealing the decision issued in Case #L16-0093 for the following grounds:

1. I was denied sufficient opportunity to respond to the petitioners claim. The hearing officer did not allow me to submit some evidence.
2. This decision raises a new policy issue that has not been decided by the Board, information follows.

When Costa Hawkins was passed, the reasoning or legislative intent for excluding single family homes from rent control was so that a homeowner could be free of rent control in order to maximize their investment in renting their home and reinvesting in real estate. This was intended for small investors who were just starting on their investment in real estate. It was argued that it would increase investment and investors in real estate. But Costa Hawkins was never meant to exclude all single family homes from rent control. Single family homes are subject to rent control, for instance, if the tenancy began before January 1st 1996, if the landlord accepts government assistance, if the previous tenant was evicted, if the unit(s) have health and safety violations, or if the unit(s) is part of a subdivision. Any of these reasons exempt unit(s) from Costa Hawkins, meaning they are subject to rent control.

It has been more than twenty years since Costa Hawkins passed and we are just now starting to see its full effect. The ownership of homes and properties in California has changed drastically since it passed. And the law has recently become a time bomb of sorts. Disrupting tenancies, displacing families and a lot of confusion on what the law says or what its intent actually is. This is why now, it is more important than ever to take a closer look at Costa Hawkins and examine the full intent of the legislators and put the law in context.

In 2001 Costa Hawkins was amended to exclude subdivisions from its application, that have not been sold by the subdivider. The most common of this type of subdivision applied to Costa Hawkins is a condominium conversion from an apartment. But it is important to note that this section of law includes all rental units in its language and references California Subdivision Lands Law from the Business and Professions Code. Real property applications for subdivisions and a subdivider would include the marketing, sale and lease of subdivided lots, parcels, units and undivided interests in California. See the section of law below:

Subdivided Lands Law

11000.1.

(a) "Subdivided lands" and "subdivision," as defined by Sections 11000 and 11004.5, also include improved or unimproved land or lands, a lot or lots, or a

parcel or parcels, of any size, in which, for the purpose of sale or lease or financing, whether immediate or future, five or more undivided interests are created or are proposed to be created.

Costa Hawkins, Civ. Code 1954.52 (3)(a) states:

(A) It is alienable separate from the title to any other dwelling unit or is a subdivided interest in a subdivision, as specified in subdivision (b), (d), or (f) of Section 1104.5 of the Business and Professions Code.

(B) This paragraph does not apply to either of the following:

(ii) A condominium dwelling or unit that has not been sold separately by the subdivider to a bona fide purchaser for value. The initial rent amount of such unit for purposes of this chapter shall be the lawful rent in effect on May 7, 2001

This case involves an undivided interest subdivision. Undivided interest subdivisions are properties that are not physically subdivided but ownership is divided between five or more persons. Increasingly investment corporations are buying single family homes, breaking rent control and evicting the tenants then dividing the ownership between their stockholders, sometimes even purchasing whole existing blocks or developments. Many times the small investor who Costa Hawkins was supposed to help can't compete with these larger investors who typically can outbid smaller investors. It is now easier for these real estate investment corporations to buy existing single family homes and break rent control than it is to build new homes. The question has become, should this type of subdivision be protected by Costa Hawkins? Is this the type of use of the law the intent of the legislation? It's my belief that it is not. And by prohibiting this type of subdivision the board would not only stop this type of predatory investment but also allow some relief for the small investor that Costa Hawkins was supposed to help.

In addition my tenancy began before January 1st, 1996. In my hearing, the officer made several mistakes in his decision. He pointed out that I moved to Mexico in the spring of 1996, and this is incorrect. The owner never presented evidence as such and this is based on my own testimony that I went to Mexico on a business trip. The Masri family knew I was in Mexico on a business trip for their family printing business! Leaving a house for a business trip or any other temporary stay outside a unit does not surrender an occupant or subtenants rights to occupancy. I never gave notice to leave and was never served with any notice to vacate. This is true whether the tenancy was at will or not. Costa Hawkins covers all occupants if they are subtenants or master tenants with lease agreements, one does not need to have a lease to be protected by the exemptions in Costa Hawkins. *Mosser Companies v. San Francisco Rent Stabilization Board* is clear example of an occupant being protected and how an occupant is covered by anyone who lives in a housing unit. The hearing officer is correct that I resided in the unit before January 1st, 1996. Additionally the unit was never fully vacated when I signed a lease. The previous tenant

Ben Masri did not fully move out until a month after I signed a lease. He still had several belongings and strange as it sounds a pet cockatiel that I cared for that month before he returned to fetch the bird. My tenancy began in November 1995 as a occupant/subtenant and in August of 1996 I signed a lease making me a master tenant. My tenancy began before January 1st, 1996 and I am in lawful possession of the unit and because of this it is exempt from Costa Hawkins.

I ask the board to please review Mosser Companies v. San Francisco Rent Stabilization Board to see how another rent board and then latter the court have defined occupants and their protections under Costa Hawkins..

I did sign the rental application stating incorrectly that I had been at another address (541 Chetwood) for 3 months, and I incorrectly listed it as my previous and current address. I signed the lease and filled out the application at the same time and honestly didn't think about what I wrote on the application because I was signing the lease at the same time, the application didn't matter. I didn't even bother to fill in the address completely. I just felt that I needed to put down an address that was not a Mexican address. I was accustomed to writing the Chetwood address on all documents over the prior two years, as this was my mailing address for all US correspondence while I was living in Mexico in 1994 and part of 1995.

The TRACERS program that the landlord used as "evidence" that the Chetwood address was my home in 1995 and 1996, is incorrect. This was just the stateside address that I used while living abroad. The TRACERS program shows that I was a resident at the Waverly house starting in 1997 (wrong according to everyone involved), when clearly I was master tenant starting when I signed the lease in 1996, and had been living there since 1995. These programs are just doing the best they can with information from 22 years ago, prior to the modern internet and it is not surprising that it is wrong.

I only stayed temporarily at the 541 Chetwood and also lived at 2334 Waverly during the same time. I never paid rent at 541 Chetwood or established it as my home. The property at 2334 Waverly Street has been my permanent home from November 1995 to the present. Thank you so much for your time.

Michael Stangl

Date:

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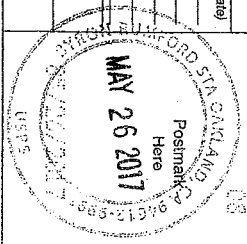
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(Account #: XXXXXXXXXXXX7498)	
(Approval #:)	
(Transaction #: 793)	
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Parcel Number: 8-670-13 Inactive: N Lien Date: 01/01/2016 Owner: MASRI FAMILY L P 5C L P
Property Address: 2334 WAVERLY ST, OAKLAND, CA 94612-3714

Mailing Name		Historical Mailing Address	Document Date	Document Number	Value From Trans Tax	Parcel Count	Use
MASRI FAMILY L P 5C L P	List Owners	290 27TH ST, OAKLAND, CA 94612-3821	02/16/2016	2016-38184		1	1100
MASRI FAMILY LP A	List Owners	290 27TH ST, OAKLAND, CA 94612-3821	01/11/2007	2007-23649		12	1100
MASRI FAMILY LIMITED PARTNERSHIP	List Owners	290 27TH ST, OAKLAND, CA 94612-3821	02/08/2001	2001-52546		1	1100
MASRI DAVID S & ELIZABETH TRS	List Owners	290 27TH ST, OAKLAND, CA 94612-3821	04/08/1999	1999-146285		1	1100
MASRI DAVIS S & ELIZABETH V	List Owners	290 27TH ST, OAKLAND, CA 94612-3821	06/11/1991	1991-148391		1	1100
MAC NA INC & MASRI DAVID S & ELIZABETH V	List Owners	290 27TH ST, OAKLAND, CA 94612-3821	12/29/1987	1987-345544		1	1100
MASRI DAVID S & ELIZABETH V	List Owners	450 24TH ST, OAKLAND, CA 94612-2407	01/29/1979	1979-18007	\$36,000	1	1100
ANDERSEN VIRGINIA & FREDERICK & SUTTON JOYCE R	List Owners	2334 WAVERLY ST, OAKLAND, CA 94612-3714	04/15/1976	1976-57356		1	1100
SUTTON F V & JOYCE R & ANDERSEN VIRGINIA S & F A	List Owners	2334 WAVERLY ST, OAKLAND, CA 94612-3714	11/28/1973	1973-157370		1	1100
SUTTON F V & ANDERSEN VIRGINIA S & F A	List Owners	2334 WAVERLY ST, OAKLAND, CA 94612-3714	11/28/1973	1973-157369		1	1100
SUTTON FREDERICK V & ANDERSEN VIRGINIA S	List Owners	2334 WAVERLY ST, OAKLAND, CA 94612-3714	11/15/1973	1973-152906		1	1100
SUTTON F V & ANDERSEN VIRGINIA S & OWEN CHRIS E	List Owners	2334 WAVERLY ST, OAKLAND, CA 94612-3714	11/15/1973	1973-152905		1	1100
OWEN CHRIS E & SUTTON F V & ANDERSEN VIRGINIA S	List Owners	2334 WAVERLY ST, OAKLAND, CA 94612-3714	08/17/1973	1973-112573		1	1100
SUTTON MARION L	List Owners	2334 WAVERLY ST, OAKLAND, CA 94612-3714	04/25/1963	AU-70298		1	1100

All information on this site is to be assumed accurate for property assessment purposes only, and is based upon the Assessor's knowledge of each property. Caution is advised for use other than its intended purpose.

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Affidavit of Ethel Richardson

2017 MAY 26 PM 3:48

The undersigned, Ethel Richardson, do hereby swear, certify and affirm that:

1. I am over the age of 18 and I am a resident of the State of California. I have personal knowledge of the facts herein, and if called as a witness, could testify completely thereto.
2. I have lived at 2338 Waverly Street, next door to 2334 Waverly Street for 38 years.
3. Michael Stangl moved into the unit at 2334 Waverly Street in the winter of 1995 with his brother and has lived there continuously since.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 26 day of May, 2017.



Ethel Richardson

000094

2017 MAY 26 PM 1:42 201601500003

LP-1 Certificate of Limited Partnership (LP)

To form a limited partnership in California, you can fill out this form, and submit for filing along with:
- A \$70 filing fee.
- A separate, non-refundable \$15 service fee also must be included, if you drop off the completed form or document.
Important! LPs in California may have to pay a minimum \$800 yearly tax to the California Franchise Tax Board. For more information, go to https://www.ftb.ca.gov.
Note: Before submitting the completed form, you should consult with a private attorney for advice about your specific business needs.

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Secretary of State
State of California
JAN 07 2016

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For questions about this form, go to www.sos.ca.gov/business/be/filing-tips.htm.

LP Name

1 Masri Family Limited Partnership 5C, LP
Proposed LP Name
The name must end with: "Limited Partnership," "LP," or "L.P.," and may not contain "bank," "insurance," "trust," "trustee," "incorporated," "inc.," "corporation," or "corp." For general entity name requirements and restrictions, go to www.sos.ca.gov/business/be/name-availability.htm.

LP Addresses

2 a. 290 27th Street Oakland CA 94612
Initial Street Address of Designated Office in CA City (no abbreviations) State Zip
b. Initial Mailing Address of LP, if different from 2a City (no abbreviations) State Zip

Service of Process (List a California resident or an active 1505 corporation in California that agrees to be your initial agent to accept service of process in case your LP is sued. You may list any adult who lives in California. You may not list an LP as the agent. Do not list an address if the agent is a 1505 corporation.)

3 a. Andrew Masri Agent's Name
b. 290 27th Street Oakland CA 94612
Agent's Street Address (if agent is not a corporation) City (no abbreviations) State Zip

General Partners (List the name and address of each general partner. Attach additional pages, if necessary.)

4 a. Masri Investment Corporation 290 27th Street Oakland CA 94612
General Partner's Name Address City (no abbreviations) State Zip
b. General Partner's Name Address City (no abbreviations) State Zip

Read and sign below: This form must be signed by all of the general partners listed in Item 4. If a trust, association, attorney-in-fact, or any other person is signing, go to www.sos.ca.gov/business/be/filing-tips.htm for more information. If you need more space, attach extra pages that are 1-sided and on standard letter-sized paper (8 1/2" x 11"). All attachments are part of this certificate. Signing this document affirms under penalty of perjury that the stated facts are true.

Elizabeth Violet Masri, President of Masri Investment Corporation, General Partner

Elizabeth U Masri
General Partner - Sign here

Print your name here

General Partner - Sign here

Print your name here

Make check/money order payable to: Secretary of State
Upon filing, we will return one (1) uncertified copy of your filed document for free, and will certify the copy upon request and payment of a \$5 certification fee.

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FR01227



State of California
Secretary of State

S

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

FB01227

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In the office of the Secretary of State
of the State of California

DEC-31 2015

1. CORPORATE NAME
MASRI INVESTMENT CORPORATION

2. CALIFORNIA CORPORATE NUMBER
C2938697

This Space for Filing Use Only

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)
3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.
 If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 6 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
290 27TH STREET, OAKLAND, CA 94612			
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
290 27TH STREET, OAKLAND, CA 94612			
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER	ADDRESS	CITY	STATE	ZIP CODE
ELIZABETH VIOLET MASRI	290 27TH STREET, OAKLAND, CA 94612			
8. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
TONY LLOYD RISHELL	290 27TH STREET, OAKLAND, CA 94612			
9. CHIEF FINANCIAL OFFICER	ADDRESS	CITY	STATE	ZIP CODE
ANDREW DAVID MASRI	290 27TH STREET, OAKLAND, CA 94612			

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME	ADDRESS	CITY	STATE	ZIP CODE
ANDREW DAVID MASRI	290 27TH STREET, OAKLAND, CA 94612			
11. NAME	ADDRESS	CITY	STATE	ZIP CODE
JOSEPH ADLAI MASRI	290 27TH STREET, OAKLAND, CA 94612			
12. NAME	ADDRESS	CITY	STATE	ZIP CODE
DANIEL DAVID MASRI	290 27TH STREET, OAKLAND, CA 94612			

Agent for Service of Process - If the agent is an individual, the agent must reside in California and Item 16 must be completed with a California street address. A P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporation Code section 1508 and Item 16 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS
ANDREW DAVID MASRI

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL. CITY STATE ZIP CODE
290 27TH STREET, OAKLAND, CA 94612

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
REAL PROPERTY INVESTMENT

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

12/31/2015 TONY LLOYD RISHELL
DATE TYPE/PRINT NAME OF PERSON COMPLETING FORM

State of California
Secretary of State



S

FB01227

Attachment to
Statement of Information
(Domestic Stock and Agricultural Cooperative Corporations)

This Space for Filing Use Only

A. CORPORATE NAME

MASRI INVESTMENT CORPORATION

B. CALIFORNIA CORPORATE NUMBER C2938697

C. List of Additional Directors

NAME	ADDRESS	CITY	STATE	ZIP CODE
ELIZABETH VIOLET MASRI	290 27TH STREET, OAKLAND, CA 94612	OAKLAND	CA	94612
PATRICIA ELIZABETH MASRI-FLETCHER	290 27TH STREET, OAKLAND, CA 94612	OAKLAND	CA	94612
BENJAMIN DAVID MASRI	290 27TH STREET, OAKLAND, CA 94612	OAKLAND	CA	94612
ADAM DAVID MASRI	290 27TH STREET, OAKLAND, CA 94612	OAKLAND	CA	94612
NAME	ADDRESS	CITY	STATE	ZIP CODE
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NAME	ADDRESS	CITY	STATE	ZIP CODE

2938697

FILED
in the office of the Secretary of State
of the State of California

16

DEC 19 2006

**ARTICLES OF INCORPORATION
OF
MASRI INVESTMENT CORPORATION**

ARTICLE I

The name of this corporation is MASRI INVESTMENT CORPORATION

ARTICLE II

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporation Code.

ARTICLE III

The name and address in the state of California of this corporation's initial agent for service of process is: David Masri, 290 - 27th Street, Oakland, CA 94612.

ARTICLE IV

The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

ARTICLE V

The corporation is authorized to provide indemnification of agents (as defined in Section 317 of the Corporation Code) for breach of duty to the corporation and its shareholders through bylaw provisions or through agreements with agents, or both, in excess of the indemnification otherwise permitted by Section 317 of the Corporations Code, subject to the limits on such excess indemnification set forth in Section 204 of the Corporations Code.

ARTICLE VI

This corporation is authorized to issue only one class of shares of stock. The total number of shares which this corporation is authorized to issue is One Hundred Thousand (100,000).

Dated December 11, 2006

CERTIFIED FOR PUBLICATION

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

FIRST APPELLATE DISTRICT

DIVISION THREE

MOSSER COMPANIES,

Plaintiff and Appellant,

v.

SAN FRANCISCO RENT
STABILIZATION AND ARBITRATION
BOARD,

Defendant and Respondent.

A141134

(San Francisco City and County
Super. Ct. No. CPF-12-512697)

Mosser Companies (landlord) owns a nine-unit residential apartment building on Fell Street in San Francisco. The apartment is subject to rent control under the San Francisco Residential Rent Stabilization and Arbitration Ordinance (S.F. Admin. Code, § 37.1 et seq.; ordinance), which limits rent increases to tenants in occupancy (*id.*, § 37.3, subd. (a)). Under Civil Code section 1954.53, which provides that “an owner of residential real property may establish the initial rental rate for a dwelling or unit” (subd. (a)), local jurisdictions are authorized to impose rent control limiting rate increases until “the original occupant or occupants who took possession of the dwelling or unit pursuant to the rental agreement with the owner no longer permanently reside there” (subd. (d)(2)). The question before us is whether the son of parents who years before rented a unit in landlord’s building, and who with landlord’s consent resided with his parents when the rental agreement was entered, is an “original occupant” within the meaning of the statute, precluding the landlord from establishing a new unrestricted rental rate for the apartment when the son remains in the apartment after the parents have departed. The San Francisco Rent Stabilization and Arbitration Board (rent board) and the trial court concluded that

the son, although a minor when the rental agreement was entered and not a signatory to the rental agreement, is nonetheless an “original occupant” entitled to the continued protection of the rent control provision. Although a compelling policy argument can be made for qualifying rent control restrictions when a tenancy passes from one generation to the next, the current statute incorporates no such qualification. We therefore conclude that the rent board correctly prohibited landlord from increasing the rent to the son above the rent control limit when his parents vacated the apartment, and the trial court correctly denied landlord’s petition for a writ of mandate challenging the rent board’s action.

I. Facts and Procedural History

In November 2003, Parmanathan and Marilyn Govender moved into a Fell Street apartment in San Francisco with their three children, Brian, Glendon and Michelle.¹ Brian was then 13 years old. A written lease, signed by Parmanathan and Marilyn, provided a term of 12 months to continue thereafter on a month-to-month basis until terminated by written notice. Parmanathan and Marilyn are the only tenants named in the lease. The lease provides “that the Premises is to be used exclusively as the primary and principal residence of the named Tenant(s) who are the only ‘Original’ Tenants of the Premises.” The children are not mentioned in the lease, but it is undisputed that the landlord approved their occupancy. The initial monthly rent was \$1,495.

The Govender family lived in the apartment for almost nine years. In August 2012, after two of their three children had left home, Parmanathan and Marilyn moved out of the apartment. Brian, then aged 23, did not move with his parents but continued to live in the apartment. A few days after Parmanathan and Marilyn moved out, the landlord served notice that it was raising the monthly rent from \$1,681.75 to \$3,295. This amount substantially exceeds the rental rate permitted by the ordinance so long as the original occupants reside in the premises.

A local rent control ordinance, such as the one in San Francisco, may not limit the amount of rent charged when “the original occupant or occupants who took possession of

¹ Given a shared last name, we hereafter refer to the Govenders by their first names.

the dwelling or unit pursuant to the rental agreement with the owner no longer permanently reside there.” (Civ. Code, § 1954.53, subd. (d)(2).) The landlord asserted that he was permitted to raise the rent beyond local rent control limits because Parmanathan and Marilyn were the only original occupants under the lease and they no longer lived in the apartment.

In September 2012, Parmanathan, Marilyn and Brian filed a tenant petition with the rent board alleging that the proposed rent constituted an unlawful rent increase. The Govenders acknowledged that Parmanathan and Marilyn were no longer living in the apartment but asserted that Brian was an original occupant entitled to continued rent control.

An evidentiary hearing was conducted before a rent board administrative law judge in October 2012. The parties stipulated that Brian, then aged 13, moved into the apartment with his parents with the approval of the landlord when the tenancy commenced in November 2003 and remained in the apartment when his parents vacated the apartment in August 2012, when Brian was 23 years old. The judge found the rent increase unlawful because Brian “is an original occupant who took possession of the unit pursuant to the original rental agreement with the owner and he continues to permanently reside in the unit.” The landlord appealed the decision to the rent board, which affirmed the decision in December 2012.

The landlord filed a petition for writ of administrative mandate to overturn the rent board’s decision. (Code Civ. Proc., § 1094.5.) The trial court denied the writ petition and, in doing so, adopted “the rent board’s interpretation that the minor who went to the premises legally with his parent is [an] original occupant” entitled to continued rent control after his parents vacated the apartment. This appeal followed.

II. Discussion

A. Rent Control Overview

Rent control attempts “to accommodate the conflicting interests of protecting tenants from burdensome rent increases while at the same time ensuring that landlords are guaranteed a fair return on their investment.” (*Pennell v. San Jose* (1988) 485 U.S. 1,

13.) There are three general types of rent control laws. (Friedman et al., Cal. Practice Guide: Landlord-Tenant (The Rutter Group 2014) ¶ 2:707, p. 2D-4.) The most restrictive type, known as vacancy control, sets the maximum rental rate for a unit and maintains that rate when the unit is vacated and another tenant takes occupancy.² (*Id.*, ¶ 2:708, p. 2D-4.) A moderate type of rent regulation, known as vacancy decontrol-recontrol, allows a landlord to establish the initial rental rate for a vacated unit but, after the rental rate is fixed, limits rent increases as long as the tenant occupies the unit. (*Id.*, ¶ 2:710, p. 2D-5.) The least restrictive type, permanent decontrol, limits rent increases only on presently occupied units; when vacated, the unit becomes unregulated and landlords are free to determine the initial rental rate and any future rent increases. (*Id.*, ¶ 2:711, p. 2D-5.) “Most rent control measures are exhaustive in scope: Aside from capping permissible rental rates and rent increases, they regulate landlord conduct that might have the effect of a ‘rent increase’ (e.g., decrease in housing services); and they also impose extensive ‘eviction controls,’ restricting the grounds upon which tenants may be evicted at a landlord’s will . . . and imposing special eviction procedures.” (*Id.*, ¶ 5:1, p. 5-1.)

“Presently, in California, approximately 14 jurisdictions control rents on dwellings” and many more control rents on mobile homes. (Friedman et al., Cal. Practice Guide: Landlord-Tenant, *supra*, ¶ 2:702, p. 2D-4.) Historically, several municipalities had a vacancy control type of residential rent regulation that prohibited rent increases when a unit is vacated. (*Id.*, ¶ 2:708, p. 2D-4.) Vacancy control ordinances were abolished in 1995 by the Costa-Hawkins Rental Housing Act (Civ. Code, § 1954.50 et seq.; hereafter the Costa-Hawkins Act or Act), which provides, with limited exceptions, that “an owner of residential real property may establish the initial rental rate for a dwelling or unit.” (Civ. Code, § 1954.53, subd. (a).) The Costa-Hawkins Act “established ‘what is known among landlord-tenant specialists as “vacancy decontrol.” ’ ” (*Action*

² A modified version of this type of rent regulation, operative in the State of New York, permits an increase upon vacancy equal to a percentage of the prior rental rate. (N.Y. State Div. of Housing and Community Renewal, Off. of Rent Admin., Fact Sheet # 5: Vacancy Leases in Rent Stabilized Apartments <<http://www.nyshcr.org/Rent/FactSheets/orafac5.pdf>> [as of Jan. 21, 2015].)

Apartment Assn., Inc. v. City of Santa Monica (2007) 41 Cal.4th 1232, 1237.) “The effect of this provision was to permit landlords ‘to impose whatever rent they choose at the commencement of a tenancy.’ [Citation.]” (*Ibid.*) San Francisco’s ordinance is consistent with the Costa-Hawkins Act in allowing a landlord to set the initial rental rate on vacated units. (S.F. Admin. Code, § 37.3, subd. (d)(1).)

B. The Costa-Hawkins Act’s Vacancy Decontrol Provisions

The Costa-Hawkins Act addresses changes in occupancy and the impact of those changes on rental rates. An understanding of the Act requires a contextual reading of these provisions. Civil Code section 1954.53, subdivision (d) provides:

“(1) Nothing in this section or any other provision of law shall be construed to preclude express establishment in a lease or rental agreement of the rental rates to be applicable in the event the rental unit subject thereto is sublet. Nothing in this section shall be construed to impair the obligations of contracts entered into prior to January 1, 1996.

“(2) If the original occupant or occupants who took possession of the dwelling or unit pursuant to the rental agreement with the owner no longer permanently reside there, an owner may increase the rent by any amount allowed by this section to a lawful sublessee or assignee who did not reside at the dwelling or unit prior to January 1, 1996.

“(3) This subdivision does not apply to partial changes in occupancy of a dwelling or unit where one or more of the occupants of the premises, pursuant to the agreement with the owner provided for above, remains an occupant in lawful possession of the dwelling or unit, or where a lawful sublessee or assignee who resided at the dwelling or unit prior to January 1, 1996, remains in possession of the dwelling or unit. Nothing contained in this section shall be construed to enlarge or diminish an owner’s right to withhold consent to a sublease or assignment.

“(4) Acceptance of rent by the owner does not operate as a waiver or otherwise prevent enforcement of a covenant prohibiting sublease or assignment or as a waiver of an owner’s rights to establish the initial rental rate, unless the owner has received written notice from the tenant that is party to the agreement and thereafter accepted rent.”

C. *Rent decontrol under the Costa-Hawkins Act occurs when all lawful occupants who took possession at the start of the tenancy vacate the dwelling.*

The parties dispute the meaning of the Costa-Hawkins Act's provision that a landlord may set the initial rental rate for a dwelling "[i]f the original occupant or occupants who took possession of the dwelling . . . pursuant to the rental agreement with the owner no longer permanently reside there" (Civ. Code, § 1954.53, subd. (d)(2)) and the related provision that a landlord's right to set the rental rate "does not apply to partial changes in occupancy of a dwelling . . . where one or more of the occupants of the premises, pursuant to the agreement with the owner provided for above, remains an occupant in lawful possession of the dwelling or unit" (§ 1954.53, subd. (d)(3)).

"When we interpret a statute, '[o]ur fundamental task . . . is to determine the Legislature's intent so as to effectuate the law's purpose. We first examine the statutory language, giving it a plain and commonsense meaning. We do not examine that language in isolation, but in the context of the statutory framework as a whole in order to determine its scope and purpose and to harmonize the various parts of the enactment. If the language is clear, courts must generally follow its plain meaning unless a literal interpretation would result in absurd consequences the Legislature did not intend. If the statutory language permits more than one reasonable interpretation, courts may consider other aids, such as the statute's purpose, legislative history, and public policy.' [Citation.]" (*Sierra Club v. Superior Court* (2013) 57 Cal.4th 157, 165-166.)

An "occupant" is commonly defined as "one who occupies a particular place; *especially*: RESIDENT." (Merriam-Webster's Collegiate Dict. (11th ed. 2007) p. 858, col. 1.) The plain meaning of an "original occupant . . . who took possession of the dwelling or unit pursuant to the rental agreement" (§ 1954.53, subd. (d)(2)) is an individual who has resided in the dwelling from the start of the tenancy with the landlord's permission. The landlord argues that "taking possession is a legal term of art" requiring the person to have acquired the *legal right* of possession which is acquired only by parties to the lease.

“Possession” is a commonly understood term normally referring to physical possession. The landlord’s contention limiting the term to parties to a legal agreement is inconsistent both with this common understanding and with the terms used in the statute. The statute refers to an “occupant” rather than a “tenant,” “lessee,” or “party.” These terms have distinct and well-established meanings, making it unlikely the Legislature used the term “occupant” when it meant party to a rental agreement. That the Legislature’s use of the term “occupant” was deliberate and intended to signify something distinct from a party to the lease is confirmed when the statute is read as a whole. “[W]e consider portions of a statute in the context of the entire statute and the statutory scheme of which it is a part, giving significance to every word, phrase, sentence, and part of an act in pursuance of the legislative purpose.’ [Citation.]” (*Sierra Club v. Superior Court, supra*, 57 Cal.4th at p. 166.) Section 1954.53 subdivisions (d)(2) and (3) provide for rent decontrol when “occupants” vacate the dwelling while subdivision (d)(4) provides there is no waiver of a landlord’s sublease prohibition unless the landlord received “written notice from the tenant that is party to the agreement and thereafter accepted rent.” The Legislature’s use of distinct terms indicates different intended meanings. Had the Legislature meant rent decontrol to occur when the party to the rental agreement vacates, it could easily have used the term “party,” as it did in subdivision (d)(4) concerning sublease prohibition waivers. “ ‘[W]hen different words are used in contemporaneously enacted, adjoining subdivisions of a statute, the inference is compelling that a difference in meaning was intended.’ [Citations.]” (*Kleffman v. Vonnage Holdings Corp.* (2010) 49 Cal.4th 334, 343.)

The legislative history for the Costa-Hawkins Act contains no clear statement of the intended meaning of the provisions at issue. There are several indications, however, that the Legislature meant the term “occupant” to be understood in the normal sense of the term, not limited to a person who is a party to the rental agreement. Legislative and executive reports on the Act consistently state that rent decontrol applies when all original *occupants* vacate the premises, not when tenants who are parties to the lease vacate. In summarizing the provision at issue here, a Senate committee analysis states: “If

one or more of the occupants of the premises remains an occupant in lawful possession, the rent may not be increased.” (Sen. Rules Com., Off. of Sen. Floor Analyses, 3d reading analysis of Assem. Bill No. 1164 (1995-1996 Reg. Sess.) as amended July 20, 1995, p. 4.) The Department of Housing and Community Development submitted an enrolled bill report to the Governor describing the statute as one permitting a landlord to increase rent “when the original occupant no longer permanently resides in the dwelling.” (Dept. Housing & Community Development, Enrolled Bill Rep., Assem. Bill No. 1164 (1995-1996 Reg. Sess.) as amended July 20, 1995, p. 3.)³

Our interpretation of the Costa-Hawkins Act is also consistent with its narrow and well-defined purpose, which is to prohibit the strictest type of rent control that sets the maximum rental rate for a unit and maintains that rate after vacancy. (Legis. Analyst, analysis of Assem. Bill No. 1164 (1995-1996 Reg. Sess.) p. 1.) The analysis states that “[p]roponents view this bill as a moderate approach to overturn extreme vacancy control ordinances” (*id.* at p. 6), noting that “[f]ive vacancy control cities would be affected” (*id.* at p. 5). The report observes that an additional nine cities “impose rent control on residential units” but says nothing about narrowing the scope of those ordinances on the subject at issue here. (*Ibid.*)

“The Legislature is presumed to know existing law when it enacts a new statute, including the existing state of the common law. [Citations.]” (*Arthur Anderson v. Superior Court* (1998) 67 Cal.App.4th 1481, 1500-1501.) When the Costa-Hawkins Act was adopted, the San Francisco ordinance contained the current definition of a “tenant” entitled to rent control as “[a] person entitled by written or oral agreement, sub-tenancy approved by the landlord, or by sufferance, to occupy a residential dwelling unit to the exclusion of others.” (S.F. Admin. Code, § 37.2, subd. (t) [originally § 37.2, subd. (r)].)

³ The California Supreme Court has “routinely found enrolled bill reports, prepared by a responsible agency contemporaneous with passage and before signing, instructive on matters of legislative intent.” (*Elsner v. Uveges* (2004) 34 Cal.4th 915, 934, fn. 19.)

To clarify, Assembly Bill No. 1164 was last amended July 20, 1995, not July 20, 1994, as stated in the the enrolled bill report.

Also prior to adoption of the Act, this ordinance was held to protect lawful occupants from rent increases even if not a party to the lease. (*Parkmerced Co. v. San Francisco Rent Stabilization & Arbitration Bd.* (1989) 215 Cal.App.3d 490.) In *Parkmerced*, a landlord was precluded from raising the rent when the lessee vacated the apartment and his sister, who also had occupied the residence with the landlord's knowledge and implicit approval, remained in occupancy. The court pointed out that the rent ordinance "clearly focuses on occupancy as the factor which triggers rent control protection." (*Id.* at p. 493.) Further, "[t]here is absolutely no indication that this protection was intended to be limited to those tenants who sign formal lease agreements." (*Id.* at p. 495.) The Legislature was presumably aware of San Francisco's ordinance, and its judicial construction, when adopting the Act, yet expressed no intention to preempt the law. Nothing in the language, legislative history, or purpose of the Act suggests an intention to abrogate San Francisco's broad definition of a tenant or to otherwise prohibit cities from extending rent control to all original lawful occupants whether or not parties to the lease.

Another division of this court has previously interpreted the reference in the Costa-Hawkins Act to occupants "pursuant to the rental agreement" to mean lawful occupants, whether or not parties to the rental agreement. In *DeZerega v. Meggs* (2000) 83 Cal.App.4th 28, a lease named one person as the tenant but expressly permitted occupancy by "2 (two) roommates" not identified by name. Jason Meggs was one of the roommates; he took occupancy at the start of the lease term after completing an application to rent requested by the landlord, DeZerega.⁴ (*Id.* at pp. 31-32.) Nine months later, the named tenant moved out and DeZerega filed an unlawful detainer action against Meggs. (*Id.* at pp. 33-34.) The court held that Meggs could not be evicted because he met the definition of a tenant under a Berkeley ordinance prohibiting tenant evictions without cause. (*Id.* at pp. 38-42.) The court rejected the landlord's argument that the Act provides

⁴ Landlord misreads *DeZerega* in stating that Meggs took occupancy years after the lease term commenced. The mistake may derive from the fact that two leases with different named tenants are mentioned in the opinion. (*DeZerega v. Meggs, supra*, 83 Cal.App.4th at pp. 31-32.) The operative lease was executed in March 1997 with Michael Nnadi-Nwazurumike, under which Meggs was an original occupant. (*Ibid.*)

no protection to occupants who are not named tenants in the lease. (*DeZerega*, at pp. 40-42.) The court stated that a person occupies the premises “pursuant to the rental agreement with the owner” (§ 1954.53, subd. (d)(2)) if he or she does so with the owner’s permission. (*DeZerega*, at p. 41.) A lawful occupancy of this nature “is treated as a continuation of the original occupancy, even though the named ‘tenant’ under the rental agreement may have vacated.” (*Ibid.*)

D. *An original lawful occupant remains in possession of the apartment.*

The rent board found the rent increase at issue here unlawful because Brian “is an original occupant who took possession of the unit pursuant to the original rental agreement with the owner and he continues to permanently reside in the unit.” The evidence fully supports this finding. The parties stipulated that Brian, then aged 13, moved into the apartment with his parents with the approval of the landlord when the tenancy commenced in November 2003 and remained in the apartment when his parents vacated the apartment in August 2012, when Brian was 23 years old. Brian’s parents alone are parties to the lease but Brian is an original lawful occupant of the apartment entitled to protection under the ordinance.

The landlord argues that our holding allows a minor “to inherit [his or her] parent’s tenancy” and grants rights without obligations. The argument is mistaken. Brian did not “inherit” his parent’s tenancy but has his own personal right of occupancy. We also note that Brian’s rights have concomitant obligations. When Brian’s parents vacated the apartment and Brian, as an adult, chose to remain in occupancy, he became a tenant obligated to pay rent. Tenancies in property need not be created by written leases. (*Parkmerced Co. v. San Francisco Rent Stabilization & Arbitration Bd.*, *supra*, 215 Cal.App.3d at p. 495.) One may become a tenant by occupancy with consent. (*Ibid.*) “Such tenancies carry with them the incidental obligation of rent, and the liability therefore arises not from contract but from the relationship of landlord and tenant. The tenant is liable by operation of law.” [Citations.]” (*Ibid.*)

E. *The landlord's public policy arguments are matters for the Legislature, not the courts.*

The landlord argues it is unwise economic policy to protect occupants who begin their residency as minors and continue in the apartment as adults after their parents vacate. The argument raises a public policy issue that must be addressed to the Legislature. Many permutations to rent regulation are possible. It is not, as the landlord suggests, inherently unreasonable to apply rent control to lawful occupants who share an apartment with tenants named in the lease. Rent control of this scope is not unprecedented among rent control jurisdictions. We note, for example, that the State of New York expressly protects a tenant's family members who reside with the tenant from rent increases upon the named tenant's death or departure from the apartment. (N.Y. Comp. Codes, R. & Regs., tit. 9, § 2523.5, subd. (b)(1); see N.Y. Div. of Housing & Community Renewal, Off. of Rent Admin., Fact Sheet #30: Succession Rights <<http://www.nyshcr.org/Rent/FactSheets/orafac30.pdf>> [as of Jan. 21, 2015].) The protection encompasses minor children who reside with the named tenant. (E.g., *Doubledown Realty Corp. v. Harris* (1985) 128 Misc.2d 403 [494 N.Y.S.2d 601].)

Moreover, the protection afforded here is limited in scope to *lawful* and *original* occupants. A rent-controlled apartment cannot, as landlord fears, be passed on freely "from friend to friend or generation to generation." Only those occupants who reside in the apartment at the start of the tenancy and do so with the landlord's express or implicit consent are protected from unregulated rent increases. Family members and friends who subsequently move into the apartment are not protected unless the landlord consents to the occupancy and accepts rent from the new occupant, thus creating a new tenancy. (*Cobb v. San Francisco Residential Rent Stabilization & Arbitration Bd.* (2002) 98 Cal.App.4th 345, 351-353.).

Whether the application of rent control protection to occupants who begin their residency as minors is wise economic policy is a question for legislative, not judicial, determination. Local and state legislators are free to make these public policy determinations provided the rent regulation does not deprive property owners of a fair return on their investment. (*Galland v. City of Clovis* (2001) 24 Cal.4th 1003, 1021.) No

claim of a confiscatory taking is raised in this case. We must therefore apply the law as written, and the current law does not permit vacancy decontrol until all lawful *occupants* residing in a dwelling at the start of the tenancy vacate the premises. (§ 1954.53, subd. (d)(2) & (3).)

Disposition

The order is affirmed.

Pollak, J.

We concur:

McGuinness, P. J.

Siggins, J.

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6 Attorneys for Owner
7 Masri Family Limited Partnership 5C, L.P.

8 RESIDENTIAL RENT ADJUSTMENT PROGRAM
9 CITY OF OAKLAND

10 In Re: 2334 Waverly St., Oakland, CA
11
12 Masri Family Limited Partnership 5C,
13 L.P.,
14 Owner
15
16 Michael Stangl,
17 Tenant.

Petition Number: L16-0093
OWNER'S OPPOSITION TO TENANT'S
APPEAL TO THE BOARD
Appeal Date: November 9, 2017

18
19 Tenant Stangl had a full and fair opportunity to be heard and present his evidence at the
20 hearing in this matter. In his appeal, he rehashes the same arguments he made during the hearing
21 and inappropriately seeks to introduce new evidence to support his arguments. His appeal should
22 be denied because (1) the subject premises is a single family home, and as such, is alienable
23 separate from the title to any other dwelling unit, and (2) Hearing Officer Kasdin correctly
24 concluded that Tenant Stangl's tenancy did not commence before January 1, 1996.

25 1. THE SUBJECT PREMISES IS A SINGLE FAMILY HOME, AND AS SUCH, IS
26 ALIENABLE SEPARATE FROM THE TITLE TO ANY OTHER DWELLING UNIT.

27 Under California Civil Code §1954.52 (hereafter "Costa-Hawkins Act"), an owner may
28 establish rental rates notwithstanding local rent control when the dwelling "is alienable separate

1 from the title to any other dwelling unit.” According to the English Oxford Living Dictionaries,
2 “alienable” is defined as “[a]ble to be transferred to new ownership.” Accordingly, a real
3 property, such as a single family home or a condominium unit, is a dwelling unit that is able to be
4 transferred to new ownership separate from any other dwelling unit. A dwelling unit located in a
5 multi-unit residential apartment complex, on the other hand, would be an example of a dwelling
6 unit that could not be transferred to a new ownership separately from the other dwelling units in
7 the apartment complex.

8 The evidence established that the subject premises located at 2334 Waverly Street is a
9 single family home. The Report of Building Record issued by the City of Oakland identifies the
10 total number of dwelling units as “1.” (See Attachment #1). There are no cottages or in-laws
11 rented separately but instead, the entirety of the subject premises is rented to Tenant Stangl
12 pursuant to a written rental agreement. (See Attachment #2). This evidence is not controverted.

13 Consequently, should Owner Masri Family Limited Partnership 5C, L.P. elect to sell or
14 transfer ownership of the subject premises to a new owner, it could do so distinctly and
15 separately from title to any other dwelling unit. In other words, it could sell the subject property
16 without selling any neighboring or other unit. This evidence was proffered at the hearing and not
17 controverted by Tenant Stangl. Therefore, Hearing Officer Kasdin correctly ruled that the
18 subject premises, as a single family home, is exempt from rent control under the Costa-Hawkins
19 Act.

20 Further evidence was proffered at the hearing by Owner establishing that the subject
21 premises has never been subdivided nor is there any effort or plan to subdivide it. This evidence
22 was not controverted either. Nevertheless, Tenant Stangl continues to make his smoke and
23 mirrors argument that somehow the subject property has been subdivided simply because Owner
24 owns other neighboring properties. This is absurd. The bottom line is the subject property is a
25 single family dwelling, has never been subdivided, and is alienable separate from title to any
26 other property (can be sold separately from any other property).

27 Notwithstanding the above, Tenant Stangl now seeks to submit new documents on appeal
28

1 for the first time reflecting ownership of the subject premises. These new documents were never
2 offered at the hearing. Accordingly, these new documents should not be considered on appeal.

3 In any event, these new documents are irrelevant and do not alter the single family
4 dwelling exemption under the Costa-Hawkins Act. In fact, they support Owner's position and
5 the decision. It appears that Tenant Stangl has offered these documents to somehow persuade the
6 Appeal Board that many people own the subject premises and that this multiple ownership
7 somehow creates a legal subdivision. First, it does not as a matter of law. And second, the
8 subject premises is not owned by many people. As firmly established at the hearing and now
9 confirmed by the new documents, the subject premises is owned by exactly one owner - Masri
10 Family Limited Partnership 5C, LP. This is further evidenced by the Grant Deed. (See
11 Attachment #3). Per California Corporations Code, §15901.04, a limited partnership is a legal
12 entity in and of itself and distinct from its partners. Masri Family Limited Partnership 5C, LP
13 alone owns the property - not it's general partner or the directors and officers of its general
14 partner. Therefore, the Appeal Board should deny Tenant Stangl's appeal.

15 2. HEARING OFFICER KASDIN CORRECTLY CONCLUDED THAT TENANT
16 STANGL'S TENANCY DID NOT COMMENCE BEFORE JANUARY 1, 1996.

17 The Costa-Hawkins Act allows an owner to establish the rental rate for "all new
18 tenancies" commencing after December 31, 1995. The overwhelming evidence proffered at the
19 hearing establishes that Tenant Stangl's tenancy for the subject premises located at 2334 Waverly
20 St., commenced after 1995. Tenant Stangl personally signed an application to rent the subject
21 premises in August, 1996. (See Attachment #4). In that application, Tenant Stangl identified his
22 present and previous address as 541 Chetwood in Oakland CA. (See Attachment #4). The
23 application he signed stated that "[a]pplicant represents that the above statements are true." (See
24 Attachment #4). Tenant Stangl then signed a written rental agreement for his new tenancy at the
25 subject premises commencing on August 6, 1996. (See Attachment #2).

26 In addition to the above written evidence, an online investigation confirmed that Tenant
27 Stangl did not reside at the premises anytime prior to 1996 but that he did, in fact, reside at 541
28

1 Chetwood before moving into the subject premises.

2 Tenant Stangl presented no written evidence to controvert any of the above compelling
3 evidence. In fact, his own oral testimony that he lived in Mexico and at 542 Chetwood in
4 Oakland prior to signing the application and rental agreement in August 1996 confirms the above
5 evidence and supports Hearing Officer Kasdin's finding.

6 In his appeal brief, Tenant Stangl now unconvincingly tries to persuade the Appeal Board
7 that he filled out the application incorrectly and didn't feel it was important to accurately state his
8 address at that time. Perhaps with the passage of 21+ years his memory has faded.

9 Nevertheless, the written application and rental agreement bearing his signatures in 1996 are the
10 best and undoubtedly accurate evidence and much more believable than his self-serving oral
11 statement in 2017. Similarly, his newly submitted affidavit of Ethel Richardson who
12 suspiciously happens to recall specific events occurring 21+ years ago is equally unavailing and
13 non compelling, contradicts the written evidence bearing Tenant Stangl's signatures, and Tenant
14 Stangl's own testimony that he lived in Mexico and at 542 Chetwood just prior to August 1996,
15 and should not even be considered on appeal.

16 Hearing Officer Kasdin was tasked with hearing the testimony and evidence and
17 weighing the credibility of the witnesses and evidence, and as the hearing officer, was in the best
18 position to do so. He correctly concluded that Tenant Stangl's tenancy at the subject premises
19 commenced after December 31, 1995. There can be no other conclusion based on the evidence.

20 Finally, I am very familiar with the *Mosser Companies v. SF Rent Board* decision that
21 Tenant Stangl submitted on appeal since it was my firm that litigated that case before the Court
22 of Appeals. The *Mosser* decision does absolutely nothing to help Tenant Stangl's tenancy
23 argument.

24 In *Mosser*, the Court concluded that a minor child who moved in with his parents when
25 the lease commenced and lived continuously with his parents until his parents moved out is
26 deemed an original occupant. The disposition of the *Mosser* case had nothing to do with a single
27 family home but instead a landlords's right to increase the rent on a subtenant when the last
28

1 original tenant vacated.

2 The *Mosser* case has no application here. The Costa-Hawkins Act allows an owner to
3 establish the rental rate for "all new tenancies" commencing after December 31, 1995. Tenant
4 Stangl moved in pursuant to a written rental agreement in August 1996. Even if he occupied the
5 subject premises for a short period of time prior to that date, he moved out thereafter and moved
6 back in under a "new tenancy" in August 1996. This is firmly established by his rental
7 agreement and application, both bearing his signature. Therefore, the Appeal Board should deny
8 the appeal.

9

10 Date: October 27, 2017

Fried & Williams LLP



Alana Grice Conner,
Attorneys for Respondent
Masri Family Limited Partnership 5C, L.P., Owner

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Report of Building Record

This information is not to be construed that the said building complies with all applicable laws of the City of Oakland. It only sets forth the record as of the date completed.

ADDRESS: 2334 WAVERLY ST APN: 008 067001300 APPLICANT: ELIZABETH MASRI RRR1700027 Page 1 Of 1

PERMIT RECORD	Permit #	Status	Date
Original construction permit not in records archive	12546	Finaled	05/19/1908
Building permit to move bay windows, replace chimney	A89475	Finaled	06/21/1949
Building permit for bathroom remodel, replace tub with stall shower	C45573	Finaled	07/22/1969
Plumbing permit for gas test	P9104795	Finaled	10/28/1993
Excavation permit to replace pole	X1601367	Expired	09/21/2016

ENTITLEMENTS & CODE VARIANCES GRANTED	Reso/Ruling #	Status	Date

DETERMINATION OF AUTHORIZED OCCUPANCY OR USE

Date of building construction: 1908 Occupancy Codes: R-3 OCHS Rating: C2+

Construction type: V-N

Number of stories: 1	Total number of dwelling units: 1	Total number of habitable rooms: 5	Total number of commercial units: 0	Certificate of Occupancy Issued? No
				Date: Number:

PARCEL ASSESSMENT

Assessor's Parcel Number: 008 067001300 Total number buildings: Residential = Commercial = Accessory =

Grid #: Grading Report on file: Land Stability Report on file: Soils Report on file: Survey on file:

Creek Zone: Flood Zone: Landslide Zone: Liquefaction Zone: Seismic Hazard Zone:

This Report of Building Permit Record shall not be construed as authority to violate, cancel, alter, or set aside any of the provisions or requirements of any laws or ordinances of the City of Oakland, nor shall such issuance thereafter prevent requiring corrections of errors, violations, or any applicable law or ordinance of the City of Oakland. This report contains information insofar as ascertainable from City of Oakland records.

David Harla
Authorized Signature, City of Oakland

2-23-17
Date

Expiration Date

EXHIBIT 1 000116

RENTAL AGREEMENT

THIS AGREEMENT entered into this 6th day of August, 1996 by and between David Masri, "Owner" and Michael Brian Stangl "Tenant".
WESSETH That for the consideration of rent payments and covenants adherence on the part of the Tenant the Owner rents to the Tenant and the Tenant hires from the Owner for residential use only, the premises known as apartment at 2334 Waverly California. Rent is due in advance on the 6th day of each and every month at \$625 per month begining on the 6th day of August, 1996

The tenant further agrees:

1. Premises shall be occupied by the undersigned adults and children.
2. Without Owner's prior written permission, no bird or animal shall be kept or allowed in or about said premises.
3. Without Owner's prior written consent, no water beds or liquid filled furniture shall be allowed in or about the said premises.
4. Tenant shall not violate any Government law in the use of the premises, commit waste or nuisance, annoy, molest or interfere with any other Tenant or neighbor.
5. Except as provided by law, no repairs, decoration or alteration shall be done without Owner's prior consent. Decoration includes but is not limited to painting, wallpapering, hanging of murals or posters.
6. No portion of said premises shall be sublet nor this Agreement assigned.
7. Tenant has inspected the premises, furnishings and equipment, if applicable, and has found the same to be satisfactory. All plumbing, heating and electrical are operative and furniture, if any, as inventoried and attached hereto as page has likewise been inspected and is deemed satisfactory by Tenant.
8. To keep premises clean, sanitary, and in good order and repair during terms of this tenancy and to surrender the same in like condition.
9. To pay for all utilities, services, and charges, if any, made payable by or predicated upon occupancy of resident except NONE .

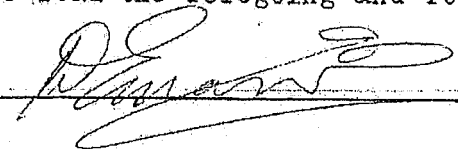
The undersigned Tenants, whether or not in actual possession of the premises, are jointly and severally liable for rent incurred during the term of this Agreement, and for all damages to the demised premises caused or permitted by Tenants, their guests and invitees.

1. This Agreement may be terminated by either party serving upon the other written notice. Said termination shall become effective 30 days after service of said notice. Any holding over hereafter shall be deemed a day-to-day tenancy with any holding over at a fair rental value of \$ 20.00 per day.
2. \$ 300.00 as security has been deposited. Owner may use therefrom such amounts as are reasonably necessary to remedy Tenant defaults in the payment of rent, to repair damages caused by Tenant, or to clean the premises upon termination of tenancy. If used towards rent or damages Tenant agrees to reinstate said total security deposit upon receipt of 5 days written notice. Balance of security deposit if any shall be mailed to tenant's last known address within 14 days of surrender of premises.
3. If any legal action or proceeding be brought by either party to enforce any part of this Agreement, the prevailing party shall recover in addition to all other relief reasonable attorney's fees and costs.
4. Notice upon Tenant may be served at the subject premises. Notice upon Owner may be served upon Manager of the demised premises. DAVID S. MASRI at 290-27th St. Oakland, CA 94612 California. Said manager or agent is authorized to accept legal service on behalf of the Owner.
5. The undersigned Tenant acknowledges that they have read the foregoing and received a copy.

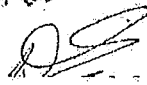
TENANT



MANAGEMENT



300.00 deposit to be paid in 2 weeks.



465-1125

EXHIBIT

2

* Oakland RAP Case No. L16-0093



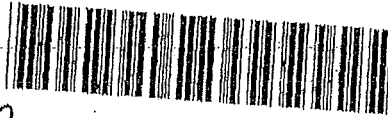
2016038184

02/16/2016 02:01 PM

OFFICIAL RECORDS OF ALAMEDA COUNTY
STEVE MANNING
RECORDING FEE: 31.00

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

TIMOTHY H. SMALLSREED
WENDEL, ROSEN, BLACK & DEAN LLP
1111 Broadway, 24th Floor
Oakland, CA 94607-4036



3 PGS

MAIL TAX STATEMENT TO:
MASRI FAMILY LIMITED PARTNERSHIP 5C, LP
290 27th Street
Oakland, CA 94612

3
[Handwritten signature]

GRANT DEED

The undersigned grantor declares:

Documentary Transfer Tax is: \$-0-; City Tax: -0-
(Not Pursuant to a Sale; No Loan Being Assumed)

- Computed on full value of property conveyed, or
- Computed on full value less value of liens and encumbrances remaining at time of sale
- Unincorporated area; City of Oakland
- Realty Not Sold

R&T CODE § 11925(d) – Proportionate ownership interest remains same

FOR NO VALUABLE CONSIDERATION,

THE MASRI FAMILY LIMITED PARTNERSHIP A, L.P., a California Limited Partnership

hereby GRANTS to

THE MASRI FAMILY LIMITED PARTNERSHIP 5C, L.P., a California Limited Partnership

all right, title and interest in and to the following described real property in the City of Oakland, County of Alameda, State of California:

See Exhibit A attached hereto and incorporated herein

APN: 008-0670-013; and commonly known as 2334 Waverly Street, Oakland, California

Dated: February 2, 2016

MASRI FAMILY LIMITED PARTNERSHIP A, L.P.,
By Masri Investment Corporation, a California Corporation, General Partner

Elizabeth Masri
By: ELIZABETH MASRI, President

019696.000 (V4185893.1)

MAIL TAX STATEMENTS AS PROVIDED ABOVE

EXHIBIT

3

000118

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Contra Costa)

On 2 Feb., 2016, before me, Elizabeth K. Stanton, a Notary Public, personally appeared ELIZABETH MASRI, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Elizabeth K. Stanton

EXHIBIT A

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ALAMEDA, CITY OF OAKLAND, DESCRIBED AS FOLLOWS:

PARCEL ONE:

BEGINNING AT A POINT ON THE EASTERN LINE OF WAVERLY STREET, DISTANT THEREON NORTHERLY 162.82 FEET FROM THE INTERSECTION THEREOF WITH THE NORTHERN LINE OF 23RD STREET, RUNNING THENCE NORTHERLY ALONG SAID LINE OF WAVERLY STREET 32 FEET, 6 INCHES; THENCE AT RIGHT ANGLES EASTERLY 100 FEET; THENCE AT RIGHT ANGLES SOUTHERLY 32 FEET, 6 INCHES; THENCE AT RIGHT ANGLES WESTERLY 100 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF BLOCK NUMBERED 2257, AS SAID BLOCK IS DELINEATED AND, SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED "MAP OF THE SUBDIVISION OF BLOCKS 2256, 2257 AND 2258 OF THE VALDEZ TRACT, OAKLAND, CAL." FILED APRIL 8, 1878, IN LIBER 5 OF MAPS, AT PAGE 15, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

PARCEL TWO:

A RIGHT OF WAY AND EASEMENT FOR AUTOMOBILE DRIVEWAY AND FOR WALKS OVER THAT PORTION OF SAID BLOCK 2258, DESCRIBED AT BEGINNING AT A POINT ON THE EASTERLY LINE OF WAVERLY STREET, DISTANT THEREON NORTHERLY 195.32 FEET FROM THE INTERSECTION THEREOF WITH THE NORTHERN LINE OF 23RD STREET; RUNNING THENCE NORTHERLY ALONG SAID LINE OF WAVERLY STREET, 3-1/2 FEET; THENCE AT RIGHT ANGLES EASTERLY 100 FEET; THENCE AT RIGHT ANGLES SOUTHERLY 3-1/2 FEET; THENCE AT RIGHT ANGLES WESTERLY 100 FEET, TO THE POINT OF BEGINNING.

A.P.N.: 8-670-13

Commonly known as:
2334 Waverly Street
Oakland, California

APPLICATION FOR RENTAL OF APARTMENT AT 2334 Waverly All Spaces Must Be Filled In
Date 8/6/96 Name _____ Present Landlord's Name, Address, & Telephone _____

Present Address: 541 Chetwood Oakland Ca
Telephone Number _____

Length of Occupancy at Present Address 3 mo. Social Security No. _____
Reason for Vacating Present Address _____

Previous Address 541 Chetwood Previous Owner's Name, Address, & Telephone 654-6735
Length of Occupancy at Previous Address 3 mo.

Name(s) of Adults other than Applicant _____ Name(s) of Children _____
Total Number of Occupants 1

Name of Person to Notify in Emergency Lor Stang Relationship Brother
Address and Telephone No. 528-4981 Spouse Employed By _____
Applicant Employed By C.A.F. Industries Inc.
Address and Telephone No. (415) 386-1863 Supervisor Kieth Drissel
Occupation Broker How Long Employed 2 years Earnings \$2500 mo. Earnings _____

References
Bank Fidelity Branch 2040 Franklin Checking 628004555 Savings _____
Automobile Toyota Make Corolla Model _____ Year 83
License No. 1G2Z068 Driver's License No. B4450925

Are you or any adults listed above receiving welfare or unemployment insurance payments? AD
Applicant represents that above statements are true and hereby authorizes verification of references given. The undersigned on the basis of above statement makes application to rent apartment No. _____ (Note both spouses must sign.)

[Signature] X
Rental _____ per month includes Gas _____ Yes _____ No _____
Security Deposit _____ Electric _____
Cleaning Deposit _____ Water _____
Key Deposit _____ Garbage _____
Other _____ Furniture _____
For Office Use Only
Approved _____ Disapproved _____
By _____ Date _____
Remarks: _____

CERTIFICATE OF MAILING - CC §827, CCP §1013, §1013a, §2015.5

PROOF OF SERVICE

The undersigned certifies and declares as follows: I am over the age of 18 years. I am employed in the County of Alameda, California. My business address is 1901 Harrison Street, 14th Floor, Oakland, CA 94612. On October 27, 2017, I served the following document(s):

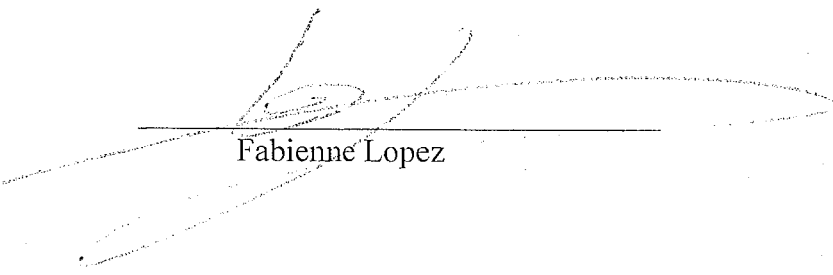
OWNER'S OPPOSITION TO TENANT'S APPEAL TO THE BOARD

in the manner described below to the interested parties herein:

Michael Stangl
2334 Waverly Street
Oakland, CA 94612

MAIL: I placed a true and correct copy thereof in a sealed envelope and caused such envelope to be deposited in the mail at my business address, with postage thereon fully prepaid, addressed to the addressee(s) designated. I am readily familiar with the business' practice of collecting and processing correspondence to be deposited with the United States Postal Service on that same day in the ordinary course of business.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and this declaration was executed on October 27, 2017 at Oakland, California.



Fabienne Lopez



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: L16-0093, Masri v. Tenant
PROPERTY ADDRESS: 2334 Waverly St., Oakland, CA
DATE OF HEARING: March 29, 2017
DATE OF DECISION: April 24, 2017
APPEARANCES: Joe Masri (Agent for Owner)
Tony Rishell (Owner Representative)
Robin Parvin (Witness for Owner)
Steven Williams (Attorney for Owner)
Michael Stangl (Tenant)
Tuala Garcia-Zuazua (Tenant)
David Ramirez (Witness for Tenants)

SUMMARY OF DECISION

The rental unit is a single family residence that is exempt from the Oakland Rent Ordinance. Therefore, the owner petition is granted.

CONTENTIONS OF THE PARTIES

The owner filed a petition for a Certificate of Exemption regarding the above-captioned property on the ground that it is a single-family residence. Tenant Stangl filed a response to the owner's petition, contesting the owner's claim.

THE ISSUE

Is the subject rental unit a single family residence that is exempt from the Rent Adjustment Ordinance?

000123

EVIDENCE

Owner Testimony and Evidence: At the Hearing, the owner testified that tenant Stangl had lived in the subject single family house in the year 1995. However, he moved out voluntarily and then became a tenant again in August 1996. The owner submitted a rental application by the tenant for the subject house dated August 6, 1996.¹ This document states the tenant's present address as 541 Chetwood, Oakland, CA, and states that the tenant has lived at that address for 3 months. The owner also submitted a rental agreement between himself and the tenant dated August 6, 1996.² The tenant identified his signature on these documents. The owner testified that there are no other rental units on the subject property, and there was no outstanding Notice to Abate or Notice of Violation issued by the City of Oakland regarding the property on August 6, 1996. The tenant did not dispute any of this testimony.

The owner submitted copies of Grant Deeds for the subject property, as well as several other pieces of property, dated January 2, 2007 and February 2, 2016.³ Both of these deeds involve a transfer of ownership from and to Masri family limited partnerships. The owner also submitted a map entitled "Assessor's Map 8," upon which the owner drew the letter "M" on 17 adjacent parcels of land bordered by Waverly, Harrison, 23rd and 24th Streets in the City of Oakland.

The owner testified that his family limited partnership owns each of these parcels, including the address on which the subject house is located. The owner further testified that his family bought these properties at different times throughout the years, from many different sellers. His family did not build any structures on these properties, and each property can be sold on its own. The tenant did not contest this testimony.

Witness Parvin testified that she is employed by the law firm of Fried & Williams, and that one of her responsibilities includes using a special software program called TRACERS, with which she can enter an on-line data base and research people's addresses. She has used this program since 2012, and has found it to be accurate. She undertook a search of the tenant's addresses based upon his Social Security Number. The owner also submitted Parvin's sworn Declaration with regard to this matter.⁴ This Declaration states, in part: "I . . . found corroborating evidence that Michael Stangl was living at 541 Chetwood #201, Oakland, CA before moving to Subject Premises in August 1996. . . The first time Michael Stangl's name was associated with Subject Premises, according to TRACERS, is in 1997." At the Hearing, Ms. Parvin testified that the contents of her Declaration were true.

Tenant Testimony and Evidence: The tenant testified that in November 1995, he moved into the subject house with the owner's brother. He then moved to Mexico, temporarily moved into the Chetwood address for a brief time in order to help a friend, and then moved back to the house in August 1996. He did not have a rental agreement when he first moved into the subject house,

¹ Exhibit No. 2. This Exhibit, and all others to which reference is made in this Decision were admitted into evidence without objection, unless otherwise noted.

² Exhibit No. 1.

³ Exhibit Nos. 7 & 9. The tenant objected to the admission of these documents into evidence because they involved multiple pieces of property. The objection was overruled, and the documents were admitted into evidence.

⁴ Exhibit No. 4

and his rent checks are no longer available. He paid rent for 5 months, and then stopped paying rent until he moved back in August 1996. The tenant further testified that he always intended to return to the subject house, and kept a key to the house while he was gone. He has been registered to vote at the subject house for many years. Witness Ramirez testified that he remembers the tenant living at the subject house in 1995 or 1996.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Costa-Hawkins: The subject unit is a single family house. The Costa-Hawkins Rental Housing Act⁵ provides that a dwelling or unit which is separately alienable from any other dwelling or unit is exempt from local rent control, except under certain circumstances. The Oakland Rent Adjustment Ordinance specifically states that if a unit is covered under Costa-Hawkins it exempt from the Ordinance.⁶

Exceptions to the Application of Costa-Hawkins:

A single family residence is exempt from local rent control laws unless one or more of the following situations applies:

- (1) The tenancy began before January 1, 1996
- (3) The prior tenant was evicted for no cause
- (4) The prior tenant vacated after being given a notice of rent increase
- (5) There were serious health, safety, fire or building code violations for which the owner was cited, and which were not corrected for six months before the start of the current tenancy.

Discussion: Although the tenant had lived in the subject house in 1995, he then vacated the house, moved to Mexico, and then returned after signing a rental application in August 1996. The tenant had originally moved into the house with no stated term of tenancy. He was therefore a "tenant at will."⁷ Such a tenancy is considered to be "at will" because it can terminate "at the will" of either party. When the tenant moved out, he terminated his "at will" tenancy. When he moved back in, that was the start of a new tenancy. Therefore, the tenant's current tenancy began after January 1, 1996.

It makes no difference that other, adjacent properties are also owned by the owner, or that multiple properties were transferred with a single deed, so long as the subject house can be sold separately. The house can be sold separately.

A preponderance of the evidence establishes that the unit is a single family house, to which none of the exceptions to Civil Code Section 1954.52(a)(3) apply. The house is therefore exempt from the application of the Oakland Rent Adjustment Ordinance.

⁵ Civil Code Section 1954.52(a)(3)

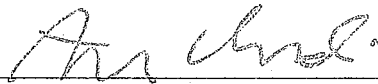
⁶ O.M.C. Section 8.22.030(A)(7)

⁷ Covina Manor, Inc. v. Hatch, 133 CA2d Supp. 790, 793 (1955)

ORDER

1. Petition L16-0093 is granted.
2. The subject unit is exempt from the Rent Adjustment Ordinance, pursuant to Civil Code Section 1954.52(a)(3).
3. A Certificate of Exemption for the subject building will be issued upon this Decision becoming final.
4. The unit is not exempt from payment of the Rent Adjustment Service fee.
5. **Right to Appeal:** **This decision is the final decision of the Rent Adjustment Program Staff.** Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) days after service of this 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: April 24, 2017



Stephen Kasdin
Hearing Officer
Rent Adjustment Program

46-0090 "M/SK"

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	For date stamp. RECEIVED CITY OF OAKLAND RENT ARBITRATION PROGRAM 2016 DEC -1 AM 10:31 <p style="text-align: center;"><u>LANDLORD PETITION</u> <u>FOR CERTIFICATE OF EXEMPTION</u> (OMC §8.22.030.B)</p>
-----------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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

Section 1. Basic Information

Your Name <i>Masri Family Limited Partnership SC, LP.</i>		Complete Address (with zip code) <i>290 27th Street Oakland, CA 94612</i>	Telephone Day: <i>(510) 502-3710</i>
Your Representative's Name <i>Joseph Masri</i>		Complete Address (with zip code) <i>290 27th Street Oakland, CA 94612</i>	Telephone Day: <i>same</i>
Property Address <i>2334 Waverly Street, Oakland, CA 94612</i>			Total number of units in bldg or parcel. <i>1</i>
Type of units (circle one)	Single Family Residence (SFR)	Condominium	Apartment or Room
If an SFR or condominium, can the unit be sold and deeded separately from all other units on the property?		Yes	No

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

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

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

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

Single-Family or Condominium (Costa-Hawkins): Applies to Single Family Residences and condominiums only. If claiming exemption under the Costa-Hawkins Rental Housing Act (Civ. C. §1954.50, et seq.), please answer the following questions on a separate sheet:

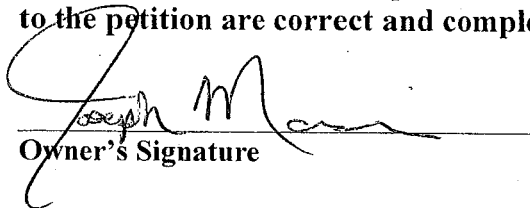
1. Did the prior tenant leave after being given a notice to quit (Civil Code Section 1946)?
2. Did the prior tenant leave after being a notice of rent increase under Civil Code Section 827?
3. Was the prior tenant evicted for cause?
4. Are there any outstanding violations of building, housing, fire,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

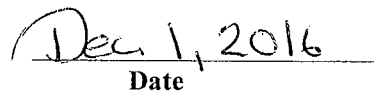
I (We) petition for exemption on the following grounds (Check all that apply):

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

Section 4. Verification Each petitioner must sign this section.

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


Owner's Signature


Date

Owner's Signature

Date

Important Information

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

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

City Of Oakland
Rent Adjustment Program

Landlord Petition for Certificate of Exemption

Masri Family Limited Partnership 5C, L.P.
RE: 2334 Waverly Street, Oakland, CA 94612

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

Michael Stangl
2334 Waverly Street
Oakland, CA 94612

Section 3. Claim(s) of Exemption. Single-Family or Condominium (Costa-Hawkins). Responses to questions:

1. No. The current tenant has not vacated, and has not been given a notice to quit.
2. No. The current tenant has not vacated. A notice of rent increase under Civil Code Section 827 was served on November 30, 2016.
3. No. The current tenant has not been evicted.
4. No. There are no outstanding violations of building, housing, fire, or safety codes in the unit / building.
5. Yes. The unit is a single family dwelling that can be sold separately.
6. No. At the time of move in, the tenant had no roommates.
7. The unit is not a condominium.
8. The tenant moved into the unit on August 6, 1996

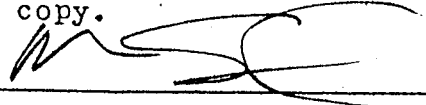
Additional Documents

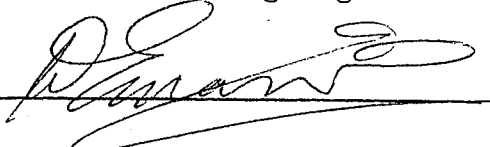
- Copy of Rental Agreement and Application, evidencing Response # 6 and # 8 above.

HIS AGREEMENT entered into this 6th day of August, 1996 by and between Mid Masri, "Owner" and Michael Brin Stangl "Tenant" ITNESSETH That for the consideration of rent payments and covenants adherence on the part of the Tenant the Owner rents to the Tenant and the Tenant hires from the Owner for residential use only, the premises known as Apartment at 2334 Waverly California. Rent is due in advance on the 6th day of each and every month at 625 per month beginning on the 6th day of August, 1996

he tenant further agrees:

- . Premises shall be occupied by the undersigned adults and children.
- . Without Owner's prior written permission, no bird or animal shall be kept or allowed in or about said premises.
- . Without Owner's prior written consent, no water beds or liquid filled furniture shall be allowed in or about the said premises.
- . Tenant shall not violate any Government law in the use of the premises, commit waste or nuisance, annoy, molest or interfere with any other Tenant or neighbor.
- . Except as provided by law, no repairs, decoration or alteration shall be done without Owner's prior consent. Decoration includes but is not limited to painting, wallpapering, hanging of murals or posters.
- . No portion of said premises shall be sublet nor this Agreement assigned.
- . Tenant has inspected the premises, furnishings and equipment, if applicable, and has found the same to be satisfactory. All plumbing, heating and electrical are operative and furniture, if any, as inventoried and attached hereto as page has likewise been inspected and is deemed satisfactory by Tenant.
- . To keep premises clean, sanitary, and in good order and repair during terms of this tenancy and to surrender the same in like condition.
- . To pay for all utilities, services, and charges, if any, made payable by or predicated upon occupancy of resident except NONE.
- . The undersigned Tenants, whether or not in actual possession of the premises, are jointly and severally liable for rent incurred during the term of this Agreement, and for all damages to the demised premises caused or permitted by Tenants, their guests and invitees.
- . This Agreement may be terminated by either party serving upon the other written notice. Said termination shall become effective 30 days after service of said notice. Any holding over hereafter shall be deemed a day-to-day tenancy with any holding over at a fair rental value of \$ 20.00 per day.
- . \$ 300.00 as security has been deposited. Owner may use therefrom such amounts as are reasonably necessary to remedy Tenant defaults in the payment of rent, to repair damages caused by Tenant, or to clean the premises upon termination of tenancy. If used towards rent or damages Tenant agrees to reinstate said total security deposit upon receipt of 5 days written notice. Balance of security deposit if any shall be mailed to tenant's last known address within 14 days of surrender of premises.
- . If any legal action or proceeding be brought by either party to enforce any part of this Agreement, the prevailing party shall recover in addition to all other relief reasonable attorney's fees and costs.
- . Notice upon Tenant may be served at the subject premises. Notice upon Owner may be served upon Manager of the demised premises. DAVID S. MASRI at 290-27th St. Oakland, CA 94612 California
- . Said manager or agent is authorized to accept legal service on behalf of the Owner.
- . The undersigned Tenant acknowledges that they have read the foregoing and received a copy.

TENANT 

MANAGEMENT 

300.00 deposit to be paid in 2 weeks.

465-1125

000130

APPLICATION FOR RENTAL OF APARTMENT AT 2334 Marverly All Spaces Must Be Filled In

Name 8/6/96 Present Landlord's Name, Address, & Telephone _____

Present Address 541 Chetwood Oakland Ca Telephone Number _____

Length of Occupancy at Present Address 3 mo. Social Security No. [REDACTED]

Reason for Vacating Present Address _____ Previous Address 541 Chetwood Previous Owner's Name, Address, & Telephone 654-6735

Length of Occupancy at Previous Address 3 mo. Name(s) of Adults other than Applicant _____ Total Number of Occupants 1 Name(s) of Children _____

Name of Person to Notify in Emergency Leor Strang Relationship Brother

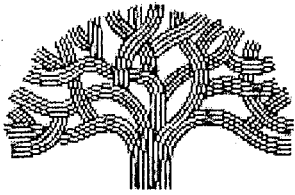
Address and Telephone No. 528-4981 Spouse Employed By _____
Applicant Employed By C.A.F. Industries Inc.
Address and Telephone No. (415) 386-1863 Supervisor Spencer
Occupation Broker How Long Employed 2 years Earnings \$2500 mo. Earnings _____

References
Bank Frost Interstate Branch 2040 Franklin Checking 628004555 Savings _____
Automobile Toyota Make Camada Model _____ Year 83
License No. 1GNZ068 Driver's License No. 1B4450925

Are you or any adults listed above receiving welfare or unemployment insurance payments? AD
Applicant represents that above statements are true and hereby authorizes verification of references given. The undersigned on the basis of above statement makes application to rent apartment No. _____ (Note both spouses must sign.)

[Signature] X _____

	per month includes	Gas	Yes	No	For Office Use Only
Rental					Approved _____ Date _____
Security Deposit		Electric			Disapproved _____
Cleaning Deposit		Water			By _____ Date _____
Key Deposit		Garbage			Remarks: _____
Other		Furniture			



**CITY OF OAKLAND
RENT ADJUSTMENT
PROGRAM**

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

for Date Stamp Only
CITY OF OAKLAND
RENT ARBITRATION PROGRAM
2015 JAN -3 PM 2:10

CASE NUMBER L16-0093

TENANT RESPONSE TO
CLAIM OF PERMANENT EXEMPTION

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

Your Name <i>Michael Stangl</i>	Complete Address (with Zip Code) <i>2334 Waverly St. Oakland, CA 94612</i>	Telephone <i>(510) 289-7631</i>
Your Representative's Name	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel: The unit I rent is:
 a house an apartment a condo

Rental History:

Date you entered into the Rental Agreement for this unit: Date you moved into this unit:

Are you current on your rent? Yes No Lawfully Withholding Rent

If you are lawfully withholding rent, attach a written explanation of the circumstances.

Exemption Contested

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

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

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

The property owner has the burden of proving the right to exemption for the unit. Explain below why you believe your landlord's claim that your unit is exempt is incorrect.

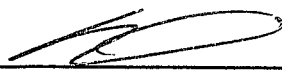
Please list the date you first received the Notice to Tenants of the Residential Rent Adjustment Program (RAP Notice):

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?
		From	To	
12/1/16	2/1/17	\$ 955.00	\$ 2500.00	<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
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No

Verification

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



 Tenant's Signature

1/3/2017

 Date

 Tenant's Signature

 Date

Important Information

This form must be received at the Rent Adjustment Offices by the date and time limits prescribed by Oakland Municipal Code, Chapter 8.22. The offices are located at City of Oakland, Rent Adjustment Program, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. The mailing address is PO Box 70243, Oakland, CA 94612-0243. For more information, please call: 510-238-

You cannot get an extension of time to file your Response by telephone.

File Review

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

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

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