

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

**May 17, 2018**

**7:00 p.m.**

**CITY HALL, HEARING ROOM #2  
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. L17-0024; Cordaro v. Tenants
    - b. T17-0116; Zamora v. Telles
5. ADJOURNMENT

**Accessibility & Foreign language interpreters.** This meeting location is wheelchair accessible. To request disability-related accommodations or to request an ASL, Cantonese, Mandarin or Spanish interpreter, please email [sshannon@oaklandnet.com](mailto:sshannon@oaklandnet.com) or call (510) 238-3715 or California relay service at 711 at least five working days before the meeting. Please refrain from wearing scented products to this meeting as a courtesy to attendees with chemical sensitivities.

Esta reunión es accesible para sillas de ruedas. Si desea solicitar adaptaciones relacionadas con discapacidades, o para pedir un intérprete de en español, Cantonés, Mandarín o de lenguaje de señas (ASL) por favor envíe un correo electrónico a [sshannon@oaklandnet.com](mailto:sshannon@oaklandnet.com) o llame al (510) 238-3715 o 711 por lo menos cinco días hábiles antes de la reunión. Se le pide de favor que no use perfumes a esta reunión como cortesía para los que tienen sensibilidad a los productos químicos. Gracias.

會場有適合輪椅出入設施。需要殘障輔助設施，手語，西班牙語，粵語或國語翻譯服務，請在會議前五個工作天電郵 [sshannon@oaklandnet.com](mailto:sshannon@oaklandnet.com) 或致電 (510) 238-3715 或 711 California relay service。請避免塗搽香氛產品。參加者可能對化學成分敏感。

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FILED  
OFFICE OF THE CITY CLERK  
OAKLAND

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

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

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

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

## CHRONOLOGICAL CASE REPORT

Case Nos.: L17-0024

Case Name: Cordaro v. Tenants

Property Address: 556 30th Street, Oakland, CA

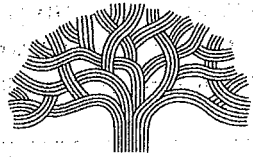
Parties:

Bridge Ho	(Tenant)
Eriz Wities	(Tenant)
Jade Jossen	(Tenant)
Miguel Oaks	(Tenant)
Stephanie Ullman	(Tenant)
Joseph Cordaro	(Property Owner)

### OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Owner Petition filed	February 10, 2017
Tenant Response filed	---
Hearing Decision issued	July 18, 2017
Owner Appeal filed	August 6, 2017

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CITY OF OAKLAND

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

**RECEIVED**  
For date stamp.  
**AUG 06 2017**  
RENT ADJUSTMENT PROGRAM  
OAKLAND  
**APPEAL**

<b>Appellant's Name</b> <b>Joseph Cordaro</b>		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
<b>Property Address (Include Unit Number)</b> 556 30th St, Oakland CA 94609			
<b>Appellant's Mailing Address (For receipt of notices)</b> 105 Loren Lane, Oakley, CA 94561		<b>Case Number</b> L17-0024	<b>Date of Decision appealed</b> July 18, 2017
<b>Name of Representative (if any)</b>		<b>Representative's Mailing Address (For notices)</b>	

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.

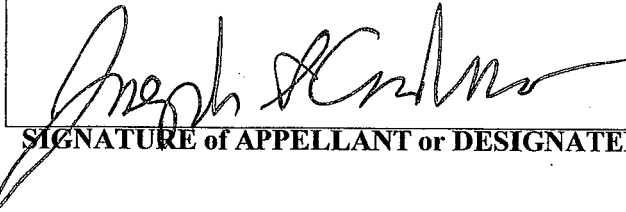
- f)  I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. (In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue 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 \_\_\_\_\_, 20\_\_\_\_, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<b><u>Name</u></b>	Jade Jossen and Miguel Oaks
<b><u>Address</u></b>	556 30th St, Apt A
<b><u>City, State Zip</u></b>	Oakland CA 94609
<b><u>Name</u></b>	Stephanie Ullman
<b><u>Address</u></b>	556 30th St, Apt B
<b><u>City, State Zip</u></b>	Oakland, CA 94609

	8/7/17
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SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE

DATE

For more information phone (510) 238-3721.

August 7, 2017

City of Oakland  
Rent Adjustment Program  
25 Frank H. Ogawa Plaza  
Suite 5313  
PO Box 70243  
Oakland, CA 94612-2034

Case Number: L17-0024

Property address: 556 30th St, Oakland, CA 95609

Dear RAP Board,

I am appealing the decision to deny my petition for exemption from the Rent Ordinance based on substantial rehabilitation. I believe that the decision made by Ms. Barbara Kong-Brown was not fair based on the evidence I submitted and what could be deduced from that evidence. While it is true I did not submit receipts for ALL payments for the renovation work, I submitted \$51,067 worth of cancelled checks plus extensive evidence, including photos, signed invoices by a licenced contractor, signed disclosure statements outlining the renovations prior to sale, and property sales and tax information. The fact that the house was purchased in 2009 for \$203,000 and then sold to me in 2011 for \$525,000 should be evidence enough for \$322,000 in renovations. At that time, the general house market was in decline and this increase in value does NOT reflect simple appreciate. The increase in value IS the renovation cost that I paid the licensed contractor (Cara Pine). What more evidence could be provided to prove substantial renovations than the gains the contractor made in 1.5 years during a declining housing market? Evidence of that declining market was submitted in my supporting evidence based on the reduction in property taxes I paid in 2012 compared to 2011 plus Zillow home data for Oakland.

It is my argument that from the evidence presented (more than 40 pages) for case L17-0024, one can concluded beyond reasonable doubt that substantial renovations of the property in excess of 50% of the average basic cost for new construction was completed. Both myself and Cara Pine the contractor, signed under penalty of perjury under the law that the renovations outlined in the evidence were performed and the cost of said renovations (including profits to the contractor Cara Pine) were in excess of the \$167,341.18 calculated by Ms. Kong-Brown (and similarly calculated by me in the original petition). To reiterate, the proof for this construction

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work performed by the licensed contractor Cara Pine, includes signed invoices, disclosure statements outlining the work completed, AND the price of the property when I purchased it after she completed renovations.

When I attended my hearing on June 12th, 2017, Ms. Kong-Brown said she was unable to rule in my favor given the evidence I presented. When I asked her to tell me what evidence I needed to prove my case, she declined to elaborate and said she did not know. Flabbergasted by her statement that she could not tell me the requirements for a ruling she was making, I asked if a manager or another person could elaborate. She declined to provide any further assistance, claimed to be the "acting supervisor" then walked out of the room. It is now confusing to read in the letter she wrote me "it has been the Rent Board policy to require invoices, agreements, and proof of payment to substantiate cost." First, why was she unable to tell me that at my hearing? Second, she writes "It has been ...policy" but it is not law. I ask that this case be brought before the whole board since Ms. Kong-Brown was unaware/unable of the law and policy when I first met her. I hope the full board can see that major renovations to the property at 556 30th St, well in excess of the \$167,341.18 threshold have been performed --some by me with receipts, some by the contractor who gutted, restored and sold the property to me with a net gain of \$322,000.

I am willing to come into the hearing for personal testimony if necessary. I think my request is reasonable and falls within the law as it is written for the City of Oakland..

Sincerely,

 8/7/17

Joseph G Cordaro

(2)

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# 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:** L17-0024, Cordaro v. Tenants

**PROPERTY ADDRESS:** 556 30<sup>th</sup> Street  
Oakland, CA

**APPEARANCES:** Joseph Cordaro Owner

**DATE OF HEARING:** June 12, 2017

**DATE OF DECISION:** July 18, 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

Joseph Cordaro 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. The tenants did not respond to the petition and did not appear at the Hearing.

### ISSUE

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

### EVIDENCE

The owner provided documentation that the subject building consists of two units with a square footage of 2,632 square feet.<sup>1</sup>

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<sup>1</sup>Ex. No. 33, Appraisal Report,, CSP Appraisers

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The owner testified that the construction work was done by the prior owner, who provided a statement of the construction work performed which consisted of the following:

- Framing and carpentry at roof;
- Replacement of roof;
- Interior framing;
- Installation of windows;
- New plumbing;
- Re-wiring of electrical subpanels;
- Mechanical-new bath fans; microwave hoods; Forced air furnaces
- Waterproofing and sound installation of walls;
- Drywall;
- New kitchen cabinets and counter tops
- Exterior siding;
- Rear deck and stairs.<sup>2</sup>

The owner testified that he paid \$525,000 for the subject property. There are no receipts for the work performed by the prior owner but the difference of \$322,000 between the sales price and the prior owner's purchase price of \$203,000, reflects the amount of money put into renovations to the subject property.

The owner testified that he paid \$51,067 to Brad Van Every Construction Company for replacement of the foundation of the property and provided documentation of these costs.<sup>3</sup> He submitted copies of invoices from the prior owner totaling \$164,313 but he did not provide any documentary evidence of proof of payment paid for the work performed by the prior owner. He testified that the receipts are not available because she paid herself and her crew.

### **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

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<sup>2</sup> Ex. Nos. 14-17

<sup>3</sup> Ex. Nos. 1-6

be determined using tables issued by the chief building inspector applicable for the time period when the substantial rehabilitation was completed.<sup>4</sup>

The tables issued by the Building Services agency refer to a dollar amount per square foot. 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 construction in this case occurred in 2010 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).

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 2010. 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 2,632 square feet. The appropriate cost table is for level ground renovation construction costs. Construction costs in 2010 are stated below as follows:

The owner testified that the subject building is of wood frame construction. The table issued by the City of Oakland entitled "City of Oakland Building Services Construction Valuation for Building Permits", January 1, 2017, states if the renovation work were done in 2017 the square foot cost would be \$148.20. (Apartment R2; Category V-wood frame). This amount multiplied by 2,632 square feet equals \$390,062.40. This figure is then reduced, using the Cost Index Table as follows:

$$\begin{array}{r} \text{Year 2010} = 2577.5 \\ = \\ \text{Year 2017} = 3010.4 \end{array}$$

85.5% is \$333,970.85 50% of that amount is \$166,985.42 Therefore, if the owner expended \$167,341.18 on the construction project, the building is exempt from the Rent Ordinance.

Construction work was completed within a two year period. However, the owner has not provided any proof of payment for the work done except for the

<sup>4</sup> O.M.C. Section 8.22.030(B)(2)

foundation work performed by Brad Van Every Construction Company in the amount of \$51,067.00. This is far less than the required amount of \$167,341.18.

It is clear from the documentation and testimony submitted, that the prior owner performed construction work on the subject building. But 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 proof of payment for specific work that was done on the subject building other than the \$51,067.00 paid by him for the foundation work, and is not entitled to the exemption in the absence of proof of the specific costs of construction.

The rental units in the building 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.
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: July 18, 2017



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

U7. 06/04 MS / BKB

<p><b>CITY OF OAKLAND</b>  <b>RENT ADJUSTMENT PROGRAM</b>          250 Frank H. Ogawa Plaza, Suite 5313          Oakland, CA 94612          (510) 238-3721</p>	<p>For date stamp.</p> <p style="text-align: right;">RECEIVED          CITY OF OAKLAND          RENT ADJUSTMENT PROGRAM</p> <p style="text-align: right;">2017 FEB 10 AM 9:40</p> <p style="text-align: center;"><b>LANDLORD PETITION</b>  <b>FOR CERTIFICATE OF EXEMPTION</b>          (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 <i>Joseph Cordaro</i>	Complete Address (with zip code) <i>105 Loren Ln Oakley, CA 94561</i>	Telephone Day: <i>925 2942357</i>
Your Representative's Name <i>NA</i>	Complete Address (with zip code) <i>NA</i>	Telephone Day:
Property Address <i>556 30th St. Oakland CA 94609</i>		Total number of units in bldg or parcel. <i>2</i>
Type of units (circle one)	<input checked="" type="radio"/> Single Family Residence (SFR)	<input type="radio"/> Condominium
If an SFR or condominium, can the unit be sold and deeded separately from all other units on the property?	<input type="checkbox"/> Yes	<input type="checkbox"/> 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:

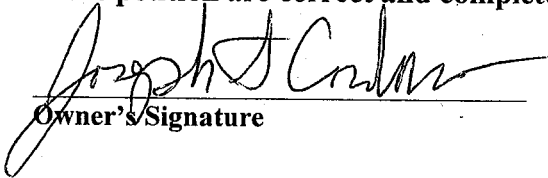
1. Did the prior tenant leave after being given a notice to quit (Civil Code Section 1946)?
2. Did the prior tenant leave after being a notice of rent increase under Civil Code Section 827?
3. Was the prior tenant evicted for cause?
4. Are there any outstanding violations of building, housing, fire, 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 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

2/7/2017  
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.

**Property Address:**

556 30<sup>th</sup> St, Oakland CA 94609  
Parcel number: 009 070801200

**Owner:**

Joseph G Cordaro  
[cordaro@gmail.com](mailto:cordaro@gmail.com)  
925-294-2351 (day)  
510-384-3997 (mobile)

**Current mailing address:**

105 Loren Ln  
Oakley, CA 94561

**Property Details:**

A 1906 Victorian listed as duplex (RU-1 Zoned). Substantially rehabilitated between 2010 – 2013. Everything replace including roof, all plumbing, windows, electrical, kitchens, bathrooms, floors, heating, walls/ceilings, repainted inside and outside. Foundation replaced with storage/basement expanded for tenants' bikes.

2010: \$152,770

2011: \$90,723

2012: \$39,380

2013: \$12,992

Total spend on Building rehabilitation: \$295,865

Total sq. footage: 2,600

Construction Valuation (Type V) for Level Ground Remodel: \$171,704 (2,600x\$66.04)

**Permit Records:**

- RB1203952 for foundation repair (valuation \$44,000)
- RB1101941 for deck off Apt A (valuation \$4,800)
- RM1100870 for 2 stoves and 2 wall furnaces
- RE1101271 for electrical upgrade to 200 amps and new fixtures throughout (no valuation listed)
- RP1101016 for plumbing repair (no valuation listed)

**Current Tenants:**

556 30<sup>th</sup> St, Oakland, CA 94609:

Apartment A

- Jade Jossen
- Miguel Oaks
- Eriq Wities

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Apartment B:

- Bridge Ho
- Stephanie Ullman

**Attachments:**

**Burden of Proof Documents:**

- Google Street and Satellite views of house before and after renovation
- Interior pictures of house prior to placing on rental market in June 2011.
- Invoices from:
- Documentation of payments to Brad Van Every Construction: (Canceled checks pending)
- 2010 and 2011 work: pending

**Landlord Petition for Certificate of Exemption**

**City of Oakland Building Services Construction Valuation Table (Effective Aug 1, 2009)**

**OMC 8.22.030 (pages 4 – 5)**

"Owner" means any owner, lessor or landlord, as defined by state law, of a covered unit that is leased or rented to another, and the representative, agent, or successor of such owner, lessor or landlord.

"Owner of record" means a natural person, who is an owner of record holding an interest equal to or greater than thirty-three percent (33%) in the property, but not including any lessor, sublessor, or agent of the owner of record.

"Just Cause for Eviction Ordinance" means the ordinance adopted by the voters on November 5, 2002 (also known as Measure EE) and codified at O.M.C. 8.22.300 (O.M.C. Chapter 8.22, Article II).

"Rent" means the total consideration charged or received by an owner in exchange for the use or occupancy of a covered unit including all housing services provided to the tenant.

"Rent Adjustment Program" means the department in the city that administers this chapter and also includes the board.

"Regulations" means the regulations adopted by the board and approved by the City Council for implementation of this chapter, Article I (formerly known as "Rules and Procedures") (After regulations are approved, they will be attached to this chapter as Appendix B).

"Security deposit" means any payment, fee, deposit, or charge, including but not limited to, an advance payment of rent, used or to be used for any purpose, including but not limited to the compensation of an owner for a tenant's default in payment of rent, the repair of damages to the premises caused by the tenant, or the cleaning of the premises upon termination of the tenancy exclusive of normal wear and tear.

"Tenant" means a person entitled, by written or oral agreement to the use or occupancy of any covered unit.

"Uninsured repairs" means that work done by an owner or tenant to a covered unit or to the common area of the property or structure containing a covered unit which is performed to secure compliance with any state or local law as to repair damage resulting from fire, earthquake, or other casualty or natural disaster, to the extent such repair is not reimbursed by insurance proceeds.  
(Ord. No. 13221, § 1(Exh. A), 4-1-2014; Ord. 12538 § 1 (part), 2003; Ord. 12399 (part), 2002)

## **8.22.030 Exemptions**

**A. Types of Dwelling Units Exempt.** The following dwelling units are not covered units for purposes of this chapter, Article I only (the Just Cause for Eviction Ordinance (Chapter 8.22, Article II) and the Ellis Act Ordinance (Chapter 8.22, Article II)) have different exemptions):

1. Dwelling units whose rents are controlled, regulated (other than by this chapter), or subsidized by any governmental unit, agency or authority.
2. Accommodations in motels, hotels, inns, tourist houses, rooming houses, and boarding houses, provided that such accommodations are not occupied by the same tenant for thirty (30) or more continuous days.

Oakland Municipal Code, Chapter 8.2  
Rent Adjustment Ordinance  
Effective: 8-1-14



3. Housing accommodations in any hospital, convent, monastery, extended care facility, convalescent home, nonprofit home for the aged, or dormitory owned and operated by an educational institution.
4. Dwelling units in a nonprofit cooperative, owned, occupied, and controlled by a majority of the residents.
5. Dwelling units which were newly constructed and received a certificate of occupancy on or after January 1, 1983. This exemption does not apply to any newly constructed dwelling units that replace covered units withdrawn from the rental market in accordance with O.M.C. 8.22.400, et seq. (Ellis Act Ordinance). To qualify as a newly constructed dwelling unit, the dwelling unit must be entirely newly constructed or created from space that was formerly entirely non-residential.
6. Substantially rehabilitated buildings.
7. Dwelling units exempt pursuant to Costa-Hawkins (California Civil Code § 1954.52).
8. A dwelling unit in a residential property that is divided into a maximum of three (3) units, one of which is occupied by an owner of record as his or her principal residence. For purposes of this section, the term owner of record shall not include any person who claims a homeowner's property tax exemption on any other real property in the state of California.

**B. Exemption Procedures.**

1. Certificate of Exemption:
  - a. A certificate of exemption is a determination by the Rent Adjustment Program that dwelling unit or units qualify for an exemption and, therefore, are not covered units. An owner may obtain a certificate of exemption by claiming and proving an exemption in response to a tenant petition or by petitioning the Rent Adjustment Program for such exemption. A certificate of exemption may be granted only for dwelling units that are permanently exempt from the Rent Adjustment Ordinance as new construction, substantial rehabilitation, or by state law (Costa Hawkins).
  - b. For purposes of obtaining a certificate of exemption or responding to a tenant petition by claiming an exemption from Chapter 8.22, Article I, the burden of proving and producing evidence for the exemption is on the owner. A certificate of exemption is a final determination of exemption absent fraud or mistake.
  - c. Timely submission of a certificate of exemption previously granted in response to a petition shall result in dismissal of the petition absent proof of fraud or mistake regarding the granting of the certificate. The burden of proving such fraud or mistake is on the tenant.
2. Exemptions for Substantially Rehabilitated Buildings.
  - a. In order to obtain an exemption based on substantial rehabilitation, an owner must have spent a minimum of fifty (50) percent of the average basic cost for new construction for a rehabilitation project.
  - 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.

RECEIVED

Case No. L17-0024

Additional Supporting Information

JUN 28 2017

06/21/2017

RENT ADJUSTMENT PROGRAM  
OAKLAND

Summary: Per the request of the hearing officer the following letter and documents are being submitted to support my Landlord Petition for Certificate of Exemption. Case Number L17-0024. The date set by my hearing officer is July 12, 2017 for submission of these documents.

To: RAP officer and Ms Sullivan

Attached is the 2011 appraisal of 556 30th St showing the total square footage of the structure to be 2,643 sq. ft. This can be confirmed on Zillow or any other property listing site which uses county data. The deed of sale does not show square footage but it does indicate that the owner of the property is Joseph G Cordaro. This document is attached.

The contractor Cara Pine, who did the bulk of renovations on the property acquired it in 2010 for \$203,000. After one year of renovations, which were documented in prior evidence submitted in early June 2017, the property was acquired by Joseph G Cordaro for \$525,000. The price paid directly reflects the amount of money put into the house for substantial renovations (\$322,000). This increase in price is not simply appreciation as the market in Oakland between 2009 - 2012 declined. Evidence for the decline in market prices can be seen in Zillow and Trulia home value trends (attached). The Zillow home valuation trend shows that market prices continued to decrease after Joseph Cordaro took ownership of the house. Appreciation did not begin to occur until the market turned around in late 2012. Furthermore, the County of Alameda reassessed the property in 2012 at a value lower than what Mr. Cordaro purchased the home in 2011, reflective of a continued downturn. These tax assessments were included in the previous evidence submitted in early June 2017 and prove that 2011 sales price was due to renovations not appreciate.

While receipts for the work done by Ms. Pine are not available since she paid herself and crew, it can be deduced that the \$322,000 difference in sale prices reflects the amount of money put into the property for renovations. These facts, along with the pictures, invoices and signed disclosure statement should provide compelling evidence for the exemptions.

It should not be forgotten that Mr. Cordaro also invested another \$51,067 into completely replacing the foundation for this 1906 Victorian Duplex and expanded the basement for storage of things like tenants' bicycles and personal belongings.

As outlined in my original petition, a construction valuation of \$171,704 was required to meet the requirements for a Certification of Exemption. The documents presented in case L17-0024 show \$215,380, an excess of \$43,676 required to qualify. From the sales price of the home and market

1 of 21

000018

conditions of Oakland in 2011, it is also reasonable to infer that \$322,000 was invested in this home for substantial rehabilitations.

I hope this letter and attached documents can serve as proof to grant a Certificate of Exemption. Please contact me if you wish to schedule an additional in person hearing or for more questions.

Sincerely,



Joseph G Cordaro  
[cordaro@gmail.com](mailto:cordaro@gmail.com)

925-294-2351 (day)  
510-384-3997 (mobile)

Current mailing address:  
105 Loren Ln  
Oakley, CA 94561

Enclosures:

2011 Appraisal (page 13 shows layout and proof of square footage)  
Deed of transfer (proving ownership)  
Zillow property (details confirming square footage)  
Home valuation and Oakland neighborhood price history (Zillow and Trulia)

Sr. Residential Income Property Appraisal Report

case# 0429229255  
file # 60208613

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 556 30th St City Oakland State CA Zip Code 94609-3202  
 Borrower JOSEPH CORDARO Owner of Public Record Pine Cara County Alameda  
 Legal Description LOT 42  
 Assessor's Parcel # 009-0708-012 Tax Year 2010 R.E. Taxes \$ 6,428.62  
 Neighborhood Name Oakland Map Reference 649-G2 Census Tract 4013.00

**SUBJECT**  
 Occupant  Owner  Tenant  Vacant Special Assessments \$ 0  PUD HOA \$  per year  per month  
 Property Rights Appraised  Fee Simple  Leasehold  Other (describe)  
 Assignment Type  Purchase Transaction  Refinance Transaction  Other (describe)  
 Lender/Client Wells Fargo Bank, N.A. - 0035880 Address Concord, CA 94520  
 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). The subject property was listed on the market for 3 days at an asking price of \$525,000. Subject was contracted on 05/05/2011 for \$530,000. Data provided by the OKC MLS system and the sales contract.

**CONTRACT**  
 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. See attached addenda.  
 Contract Price \$ 530,000 Date of Contract 05/05/2011 Is the property seller the owner of public record?  Yes  No Data Source(s) RealQuest  
 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. None noted. No concessions were noted.

**NEIGHBORHOOD**  
 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 type="checkbox"/> Stable <input checked="" type="checkbox"/> Declining	PRICE	AGE	One-Unit	82 %			
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	11 %			
Growth <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	Marketing Time <input checked="" type="checkbox"/> Under 3 mths <input type="checkbox"/> 3-6 mths <input type="checkbox"/> Over 6 mths	60	Low 50	Multi-Family	3 %			
Neighborhood Boundaries: Neighborhood boundaries: N - McArthur Blvd; E - I-580; S - I-880; W - I-880.		715	High 120	Commercial	4 %			
		430	Pred. 101	Other	- %			

 Neighborhood Description See attached addenda.  
 Market Conditions (including support for the above conclusions) The market values in the area are mostly stable with a slight increasing tendencies. The 1004MC statistic analyze shows a stable market value over past 12 months. Days on the market have remained relatively from 30 to 90 days. Conventional loans are common. Any unusual concessions or conditions are addressed in the Sales Comparison Section of the report.

**SITE**  
 Dimensions Please see plat map. Area 4,900 sq.ft. 0.11 ac. Shape Rectangular View Local/Residential  
 Specific Zoning Classification R-50 Zoning Description Two residential units.  
 Zoning Compliance  Legal  Legal Nonconforming (Grandfathered Use)  No Zoning  Illegal (describe)  
 Is the highest and best use of 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 No/Typical    
 FEMA Special Flood Hazard Area  Yes  No FEMA Flood Zone X FEMA Map # 06001C0059G FEMA Map Date 8/3/2009  
 Are the utilities and/or 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  
 There are no apparent adverse easements, encroachments, or special assessments. Title documents pertaining to the subject were not reviewed.  
 See preliminary title report for easements of record.

**IMPROVEMENTS**  

General Description		Foundation		Exterior Description		Interior	
Units <input checked="" type="checkbox"/> Two <input type="checkbox"/> Three <input type="checkbox"/> Four	<input type="checkbox"/> Concrete Slab <input checked="" type="checkbox"/> Crawl Space	Foundation Walls	Concrete/Avg.	Floors	Hdwd/Tile/carp/Gd		
<input checked="" type="checkbox"/> Accessory Unit (describe below)	<input type="checkbox"/> Full Basement <input checked="" type="checkbox"/> Partial Basement	Exterior Walls	Wd.Shngl/Good	Walls	Drywall/Gd.		
# of Stories 2. # of bldgs. 1	Basement Area 144 sq.ft.	Roof Surface	Cmp Shngl/Good	Trim/Finish	Wood/Paint/Avg.		
Type <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det/End Unit	Basement Finish 40 %	Gutters & Downspouts	Aluminium/Avg	Bath Floor	Tile/Avg.		
<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 Panel/Avg.	Bath Wainscot	Tile/Fiberglass/Ag.		
Design (Style) Victorian	Evidence of <input type="checkbox"/> Infestation	Storm Sash/Insulated	No	Car Storage			
Year Built 1906	<input type="checkbox"/> Dampness <input type="checkbox"/> Settlement	Screens	No/Some	<input checked="" type="checkbox"/> None			
Effective Age (Yrs) 12-15	<b>Heating/Cooling</b>		<b>Amenities</b>		<input type="checkbox"/> Driveway # of Cars		
Attic <input type="checkbox"/> None	<input checked="" type="checkbox"/> FWA <input type="checkbox"/> HWBB <input type="checkbox"/> Radiant	Fireplace(s) #	<input type="checkbox"/> Woodstove(s) #	Driveway Surface			
<input type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs	<input type="checkbox"/> Other <input type="checkbox"/> Fuel Gas	<input checked="" type="checkbox"/> Patio/Deck Wood	<input checked="" type="checkbox"/> Fence Steel/Wd.	Garage # of Cars			
<input type="checkbox"/> Floor <input checked="" type="checkbox"/> Scuttle	Cooling <input type="checkbox"/> Central Air Conditioning	<input type="checkbox"/> Pool	<input checked="" type="checkbox"/> Porch Concrete	Carport # of Cars			
<input type="checkbox"/> Finished <input type="checkbox"/> Heated	<input type="checkbox"/> Individual <input checked="" type="checkbox"/> Other Window	<input type="checkbox"/> Other		Att. <input type="checkbox"/> Det. <input type="checkbox"/> Built-in			

 # of Appliances Refrigerator 3 Range/Oven 3 Dishwasher 3 Disposal 3 Microwave 3 Washer/Dryer  
 Other (describe)  
 Unit # 1 contains: 5 Rooms 3 Bedrooms 2 Bath(s) 1,278 Square Feet of Gross Living Area  
 Unit # 2 contains: 5 Rooms 3 Bedrooms 2 Bath(s) 1,364 Square Feet of Gross Living Area  
 Unit # 3 contains: Rooms Bedrooms Bath(s) Square Feet of Gross Living Area  
 Unit # 4 contains: Rooms Bedrooms Bath(s) Square Feet of Gross Living Area  
 Additional features (special energy efficient items, etc.). New updated throughout.

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.): See attached addenda.



**Si Residential Income Property Appraisal Report**

case# 0429229255  
file # 60208613

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property?  Yes  No If Yes, describe.  
No adverse conditions were noted affecting livability or health and safety. Appraiser is not qualified to evaluate the soundness/structural integrity of improvements; consult a qualified structural engineer or contractor.

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)?  Yes  No If No, describe.

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 # 1	COMPARABLE RENTAL # 2	COMPARABLE RENTAL # 3					
Address	556 30th St Oakland, CA 94609-3202	414 49th Street Oakland, CA 94609	1046 Alcatraz Avenue Oakland, CA 94609	658 Aileen Street Oakland, CA 94609					
Proximity to Subject		1.23 MILES NE	2.07 MILES NW	1.56 MILES N					
Current Monthly Rent	\$ 3,550	\$ 3,500	\$ 4,095	\$ 3,550					
Rent/Gross Bldg. Area	\$ 1.34 sq.ft.	\$ 1.82 sq.ft.	\$ 1.32 sq.ft.	\$ 1.36 sq.ft.					
Rent Control	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
Data Source(s)	Vacant	MLS#40469478	MLS#40497943	MLS#40511231					
Date of Lease(s)	Vacant	Month to Month	Month to Month	Month to Month					
Location	Fwy noise/Avg.	Residential/Avg.	Residential/Avg.	Residential/Avg.					
Actual Age	105/1906	101/1910	103/1908	99/1912					
Condition	Good	Good	Good	Good					
Gross Building Area	2,643	1,924	3,100	2,618					
Unit Breakdown	Rm Count Tot Br Ba 5 3 2 2,642	Size Sq. Ft. 1,924 941	Monthly Rent 3,500 1,750	Rm Count Tot Br Ba 5 3 2 3,100	Size Sq. Ft. 3,100 1,500	Monthly Rent 4,095 2,600	Rm Count Tot Br Ba 4 2 1 2,618	Size Sq. Ft. 2,618 1,200	Monthly Rent 3,550 1,600
Unit # 1			\$ 1,750			\$ 2,600			\$ 1,600
Unit # 2			\$ 1,750			\$ 825			\$ 1,950
Unit # 3						\$ 800			\$ 670
Unit # 4									
Utilities Included	Trash Collection	Trash Collection	Trash Collection	Trash Collection					

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.) The comps displayed are considered to be the best available for the analysis. The rental comparables displayed indicated a rental range of \$1.32 to \$1.82 per square foot. No rental concessions noted.

**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	Per Unit	Total Rents	Per Unit	Total Rents
1	Vacant	Vacant	\$ N/A	\$ N/A	\$ N/A	\$ 1,700
2	Vacant	Vacant	\$ N/A	\$ N/A	\$ N/A	\$ 1,850
3						
4						
Comment on lease data All three units are vacant.			Total Actual Monthly Rent	\$ N/A	Total Gross Monthly Rent	\$ 3,550
			Other Monthly Income (itemize)	\$ N/A	Other Monthly Income (itemize)	\$ N/A
			Total Actual Monthly Income	\$ N/A	Total Estimated Monthly Income	\$ 3,550
Utilities included in estimated rents <input type="checkbox"/> Electric <input type="checkbox"/> Water <input type="checkbox"/> Sewer <input type="checkbox"/> Gas <input type="checkbox"/> Oil <input checked="" type="checkbox"/> Trash collection <input type="checkbox"/> Cable <input type="checkbox"/> Other						
Comments on actual or estimated rents and other monthly income (including personal property) All units have been forecasted at market rents per the current rental analysis and appraiser's knowledge of the current rental market.						

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) RealQuest/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) RealQuest/MLS

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
Date of Prior Sale/Transfer	05/18/2010	No prior sales w/in 12 mo.	06/04/2010	No prior sales w/in 12 mo.
Price of Prior Sale/Transfer	203,000	N/A	280,000	N/A
Data Source(s)	RealQuest/MLS doc#141931	RealQuest/MLS	RealQuest/MLS doc#157426	RealQuest/MLS
Effective Date of Data Source(s)	05/10/2011	05/10/2011	05/10/2011	05/10/2011

Analysis of prior sale or transfer history of the subject property and comparable sales The subject property was sold as a REO on 05/18/2010 for \$203,000 doc#141931. Also per county records the subject property was transferred on 06/17/2009 for \$180,000 doc# 289770; Trustee's Deed. Other than indicated, no other previous sales of the subject property are noted within the past 36 months, and of comparables within the past 12 months.

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**S. Residential Income Property Appraisal Report**

case# 0429229255  
File# 60208613

There are 45 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 60,000 to \$ 714,900					
There are 62 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 52,000 to \$ 750,000					
FEATURE	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3	
Address	556 30th St Oakland, CA 94609-3202	343 41st Street Oakland, CA 94609	514 66th Street Oakland, CA 94609	1046 Alcatraz Avenue Oakland, CA 94609	
Proximity to Subject		0.87 MILES NE	2.30 MILES N	2.07 MILES NW	
Sale Price	\$ 530,000	\$ 500,000	\$ 608,000	\$ 488,000	
Sale Price/Gross Bldg. Area	\$ 200.53 sq.ft.	\$ 163.29 sq.ft.	\$ 258.06 sq.ft.	\$ 169.44 sq.ft.	
Gross Monthly Rent	\$ 3,550	\$ 2,800	\$ 3,600	\$ 4,095	
Gross Rent Multiplier	149.30	-178.57	168.89	119.17	
Price per Unit	\$ 265,000	\$ 250,000	\$ 304,000	\$ 162,667	
Price per Room	\$ 53,000	\$ 62,500	\$ 76,000	\$ 54,222	
Price per Bedroom	\$ 88,333	\$ 125,000	\$ 152,000	\$ 97,600	
Rent Control	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Data Source(s)		Doc#122058/MLS#40501170	Doc#108524/MLS#40509448	Doc#85819/MLS#40497943	
Verification Source(s)		Days on the market 30	Days on the market 11	Days on the market 45	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) Adjustment	DESCRIPTION	+(-) Adjustment
Sale or Financing Concessions		Conventional Not Reported		Conventional Yes	-15,500
Date of Sale/Time		04/27/2011 COE	-1,500	04/12/2011	-2,000
Location	Fwy noise/Avg	Residential/Avg	-10,000	Residential/Avg	-12,000
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple	
Site	4,900 sq.ft.	3,886 sq.ft.	+2,000	3,330 sq.ft.	+3,000
View	Local/Residential	Local/Residential		Local/Residential	
Design (Style)	Victorian	Edwardian		Edwardian	
Quality of Construction	Average	Average		Average	
Actual Age	105/1906	95/1916		111/1900	
Condition	Good	Average	+25,000	Good	
Gross Building Area	2,643	3,062	-19,000	2,356	+13,000
Unit Breakdown	Total Bdrms Baths	Total Bdrms Baths		Total Bdrms Baths	
Unit # 1	5 3 2	4 2 1	+16,000	4 2 1	+16,000
Unit # 2	5 3 2	4 2 1		4 2 1	
Unit # 3				2 1 1	
Unit # 4				2 1 1	
Basement Description	144 Sq.Ft.	Unfinished		None	
Basement Finished Rooms	APN:	012-1000-002		016-1422-006	016-1448-007
Functional Utility	Average	Average		Average	
Heating/Cooling	Wall Furnace	Wall Furnace		Wall Furnace	
Energy Efficient Items	Standard	Standard		Standard	
Parking On/Off Site	2 Parking Spaces	1 Car Garage		None	+10,000
Porch/Patio/Deck	Patio/deck	Patio/porch		Patio/porch	
Fireplace	None	None		None	
Accessory Unit	Yes	None	+10,000	None	+10,000
Original Listing Price	\$525,000	\$589,900		\$599,000	\$500,000
Net Adjustment (Total)		<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 22,500	<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 22,500
Adjusted Sale Price of Comparables		Net Adj. 4.5 %		Net Adj. 3.7 %	
		Gross Adj. 16.7 %	\$ 522,500	Gross Adj. 13.4 %	\$ 630,500
Adjusted Price Per Unit (Adj. SP Comp / # of Comp Units)	\$ 261,250			\$ 315,250	\$ 166,333
Adjusted Price Per Room (Adj. SP Comp / # of Comp Rooms)	\$ 65,313			\$ 78,813	\$ 55,444
Adjusted Price Per Bedroom (Adj. SP Comp / # of Comp Bedrooms)	\$ 130,625			\$ 157,625	\$ 99,800
Value per Unit	\$ 260,000 X 2 Units = \$ 520,000			Value per GBA \$ 197 X 2,643 GBA = \$ 520,671	
Value per Rm.	\$ 52,000 X 10 Rooms = \$ 520,000			Value per Bdrms \$ 86,700 X 6 Bdrms. = \$ 520,200	
Summary of Sales Comparison Approach including reconciliation of the above indicators of value. See attached addenda.					
Indicated Value by Sales Comparison Approach \$ 520,000					
Total gross monthly rent \$ 3,550 X gross rent multiplier (GRM) 147 = \$ 521,850 Indicated value by the Income Approach					
Comments on income approach including reconciliation of the GRM Forecasted rents were used as they reflect the current market. Subject's GRM is bracketed by those of comparables and provides additional support for the final opinion of value.					
Indicated Value by: Sales Comparison Approach \$ 520,000 Income Approach \$ 521,850 Cost Approach (if developed) \$ 525,470					
See attached addenda.					
This appraisal is made <input type="checkbox"/> "as is", <input type="checkbox"/> subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, <input checked="" type="checkbox"/> subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or <input type="checkbox"/> subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair. Please see addenda.					
Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 520,000 as of 05/10/2011, which is the date of inspection and the effective date of this appraisal.					



See attached addenda.

ADDITIONAL COMMENTS

**COST APPROACH TO VALUE (not required by Fannie Mae)**

Provide adequate information for the lender/client to replicate the below cost figures and calculations.  
Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) - See cost approach comments above.

COST APPROACH

ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input checked="" type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE	= \$	280,000
Source of cost data www.building-cost.net	DWELLING 2,643 Sq.Ft. @ \$ 109.00	= \$	288,087
Quality rating from cost service Average Effective date of cost data Revised Annually	144 Sq.Ft. @ \$	= \$	
Comments on Cost Approach (gross living area calculations, depreciation, etc.)		= \$	
Normal depreciation is calculated by age-life method: (eff. age/total ec. life) x (total cost) = Depreciation	Garage/Carport Sq.Ft. @ \$	= \$	
Economic Life: 48 years	Total Estimate of Cost-New	= \$	288,087
Effective Age: 12-15 years	Less Physical Functional External		
	Depreciation 57,617	= \$(	57,617)
	Depreciated Cost of Improvements	= \$	230,470
	*As-is* Value of Site Improvements	= \$	15,000
Estimated Remaining Economic Life (HUD and VA only) 48 Years	INDICATED VALUE BY COST APPROACH	= \$	525,470

PUD INFORMATION

**PROJECT INFORMATION FOR PUDs (if applicable)**

Is the developer/builder in control of the Homeowners' Association (HOA)?  Yes  No Unit type(s)  Detached  Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project \_\_\_\_\_

Total number of phases	Total number of units	Total number of units sold
Total number of units rented	Total number of units for sale	Data source(s)

Was the project created by the conversion of existing building(s) into a PUD?  Yes  No If Yes, date of conversion. \_\_\_\_\_

Does the project contain any multi-dwelling units?  Yes  No Data Source \_\_\_\_\_

Are the units, common elements, and recreation facilities complete?  Yes  No If No, describe the status of completion. \_\_\_\_\_

Are the common elements leased to or by the Homeowners' Association?  Yes  No If Yes, describe the rental terms and options. \_\_\_\_\_

Describe common elements and recreational facilities. \_\_\_\_\_

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This report form is designed to report an appraisal of a two- to four-unit property, including a two- to four-unit property in a planned unit development (PUD). A two- to four-unit property located in either a condominium or cooperative project requires the appraiser to inspect the project and complete the project information section of the Individual Condominium Unit Appraisal Report or the Individual Cooperative Interest Appraisal Report and attach it as an addendum to this report.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

**SCOPE OF WORK:** The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

**INTENDED USE:** The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

**INTENDED USER:** The intended user of this appraisal report is the lender/client.

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

**STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS:** The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements, including each of the units. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

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**APPRAISER'S CERTIFICATION:** The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property, including all units. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison and income approaches to value. I have adequate market data to develop reliable sales comparison and income approaches to value for this appraisal assignment. I further certify that I considered the cost approach to value but did not develop it, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

**SUPERVISORY APPRAISER'S CERTIFICATION:** The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

**APPRAISER**

Signature *Cornelius*  
Name Cornelius  
Company Name CSP Appraisers  
Company Address 14787 Midland Road, San Leandro, CA 94578

Telephone Number 510-731-7801  
Email Address corneliu@cspappraisers.com  
Date of Signature and Report 05/13/2011  
Effective Date of Appraisal 05/10/2011  
State Certification # AR031183  
or State License # \_\_\_\_\_  
or Other (describe) \_\_\_\_\_ State # \_\_\_\_\_  
State CA  
Expiration Date of Certification or License 07/02/2011

ADDRESS OF PROPERTY APPRAISED  
556 30th St  
Oakland, CA 94609-3202

APPRAISED VALUE OF SUBJECT PROPERTY \$ 520,000

**LENDER/CLIENT**

Name DEVOREAHA SMITH  
Company Name Wells Fargo Bank, N.A. - 0035880  
Company Address Concord, CA 94520  
Email Address \_\_\_\_\_

**SUPERVISORY APPRAISER (ONLY IF REQUIRED)**

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Company Name \_\_\_\_\_  
Company Address \_\_\_\_\_

Telephone Number \_\_\_\_\_  
Email Address \_\_\_\_\_  
Date of Signature \_\_\_\_\_  
State Certification # \_\_\_\_\_  
or State License # \_\_\_\_\_  
State \_\_\_\_\_  
Expiration Date of Certification or License \_\_\_\_\_

**SUBJECT PROPERTY**

- Did not inspect subject property  
 Did inspect exterior of subject property from street  
Date of Inspection \_\_\_\_\_  
 Did inspect interior and exterior of subject property  
Date of Inspection \_\_\_\_\_

**COMPARABLE SALES**

- Did not inspect exterior of comparable sales from street  
 Did inspect exterior of comparable sales from street  
Date of Inspection \_\_\_\_\_



# Sn. Residential Income Property Appraisal Report

Case# 0429229255  
File # 60208613

FEATURE	SUBJECT	COMPARABLE SALE # 4			COMPARABLE SALE # 5			COMPARABLE SALE # 6		
Address	556 30th St Oakland, CA 94609-3202	1474 32nd Street Oakland, CA 94608			1539 E 38th Street Oakland, CA 94602			3042 Harrison Street Oakland, CA 94611		
Proximity to Subject		0.96 MILES W			2.67 MILES SE			0.66 MILES E		
Sale Price	\$ 530,000	\$ 500,000			\$ 575,000			\$ 487,000		
Sale Price/Gross Bldg. Area	\$ 200.53 sq.ft.	\$ 217.39 sq.ft.			\$ 232.79 sq.ft.			\$ 232.79 sq.ft.		
Gross Monthly Rent	\$ 3,550	\$ 3,400			\$ 2,800			\$ 2,740		
Gross Rent Multiplier	149.30	147.06			205.36			177.74		
Price per Unit	\$ 265,000	\$ 250,000			\$ 287,500			\$ 243,500		
Price per Room	\$ 53,000	\$ 50,000			\$ 57,500			\$ 48,700		
Price per Bedroom	\$ 88,333	\$ 100,000			\$ 143,750			\$ 121,750		
Rent Control	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Data Source(s)		Doc#71395MLS#40504059			MLS#40514761			MLS#40516357		
Verification Source(s)		Days on the market 8			L.Ag. Ann C. B. ph# 925-234-34505			L.Ag. Scott H. ph# 510-388-4536		
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) Adjustment	DESCRIPTION	+(-) Adjustment	DESCRIPTION	+(-) Adjustment	DESCRIPTION	+(-) Adjustment	
Sale or Financing Concessions		Cash		Active		Active		Active		
		Yes	-15,000	DOM 52		DOM 42		DOM 42		
Date of Sale/Time		03/03/2011	-3,000	LD: 03/19/2011		LD: 03/30/2011		LD: 03/30/2011		
Location	Fwy noise/Avg.	Residential/Avg.	-10,000	Residential/Avg.	-11,500	Residential/Avg.	-9,500	Residential/Avg.	-9,500	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple		Fee Simple		
Site	4,900 sq.ft.	5,000 sq.ft.		3,000 sq.ft.	+4,000	3,900 sq.ft.	+2,000	3,900 sq.ft.	+2,000	
View	Local/Residential	Local/Residential		Local/Residential		Local/Residential		Local/Residential		
Design (Style)	Victorian	Traditional		Spanish		Victorian		Victorian		
Quality of Construction	Average	Average		Average		Average		Average		
Actual Age	105/1906	95/1916		87/1924		101/1910		101/1910		
Condition	Good	Good		Good		Good		Good		
Gross Building Area	2,643	2,300	+15,500	2,470	+7,500	2,092	+24,500	2,092	+24,500	
Unit Breakdown	Total Bdrms Baths	Total Bdrms Baths		Total Bdrms Baths		Total Bdrms Baths		Total Bdrms Baths		
Unit # 1	5 3 2	5 3 2		5 2 1	+16,000	5 2 1	+16,000	5 2 1	+16,000	
Unit # 2	5 3 2	5 2 2		5 2 1		5 2 1		5 2 1		
Unit # 3										
Unit # 4										
Basement Description	144 Sq.Ft.	None		Partial		None		None		
Basement Finished Rooms	APN:	007-0595-020		023-0489-005		010-0793-040-01		010-0793-040-01		
Functional Utility	Average	Average		Average		Average		Average		
Heating/Cooling	Wall Furnace	Wall Furnace		Wall Furnace		Wall Furnace		Wall Furnace		
Energy Efficient Items	Standard	Standard		Standard		Standard		Standard		
Parking On/Off Site	2 Parking Spaces	4 Parking Spaces	-10,000	2 Parking Spaces		None		None		
Porch/Patio/Deck	Patio/deck	Patio/porch		Patio/porch		Patio/porch		Patio/porch		
Fireplace	None	None		2 Fireplaces	-5,000	None		None		
Accessory Unit	Yes	None	+10,000	None	+10,000	None	+10,000	None	+10,000	
Original Listing Price	\$525,000	\$475,000		\$575,000		\$487,500		\$487,500		
Net Adjustment (Total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ -12,500	<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 21,000	<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 43,000	<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 43,000	
Adjusted Sale Price of Comparables		Net Adj. 2.5 % Gross Adj. 12.7 %	\$ 487,500	Net Adj. 3.7 % Gross Adj. 9.4 %	\$ 596,000	Net Adj. 8.8 % Gross Adj. 12.7 %	\$ 530,000	Net Adj. 8.8 % Gross Adj. 12.7 %	\$ 530,000	
Adjusted Price Per Unit (Adj. SP Comp / # of Comp Units)		\$ 243,750		\$ 298,000		\$ 265,000		\$ 265,000		
Adjusted Price Per Room (Adj. SP Comp / # of Comp Rooms)		\$ 48,750		\$ 59,600		\$ 53,000		\$ 53,000		
Adjusted Price Per Bedrm (Adj. SP Comp / # of Comp Bedrooms)		\$ 97,500		\$ 149,000		\$ 132,500		\$ 132,500		
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).										
ITEM	SUBJECT	COMPARABLE SALE # 4	COMPARABLE SALE # 5	COMPARABLE SALE # 6						
Date of Prior Sale/Transfer	05/18/2010	05/19/2010	No prior sales w/in 12 mo.	No prior sales w/in 12 mo.						
Price of Prior Sale/Transfer	203,000	170,181	N/A	N/A						
Data Source(s)	RealQuest/MLS doc#141931	RealQuest/MLS doc#143649	RealQuest/MLS	RealQuest/MLS						
Effective Date of Data Source(s)	05/10/2011	05/10/2011	05/10/2011	05/10/2011						
Analysis of prior sale or transfer history of the subject property and comparable sales										
Analysis/Comments										

Freddie Mac Form 72 March 2005

Fannie Mae Form 1025 March 2005

Form 1025.(AC) — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

B-1609/42042

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The purpose of this addendum is to provide a.../client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address 556 30th St City Oakland State CA ZIP Code 94609-3202

Borrower JOSEPH CORDARO

Instructions: The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below; if it is available, however, the appraiser must include the data in the analysis. If data sources provide the required information as an average instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compete with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

Table with columns: Inventory Analysis, Prior 7-12 Months, Prior 4-6 Months, Current - 3 Months, Overall Trend. Rows include Total # of Comparable Sales, Absorption Rate, Total # of Comparable Active Listings, Months of Housing Supply, Median Sale & List Price, etc.

Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, condo fees, options, etc.). Seller participation is present but does not appear to be significantly prevalent in this area. Seller participation ranges from 1% to 3% covering buyers' closing costs and/or pre-pays. This appears to be very typical for this neighborhood and poses no adverse effects on values or marketability for subject properties.

Are foreclosure sales (REO sales) a factor in the market? Yes No If yes, explain (including the trends in listings and sales of foreclosed properties). Yes, foreclosure sales (Short sale and REO sales) dominate the market and have caused a negative affect on the value of properties in the market area.

Cite data sources for above information. Data expressed above is based upon an MLS search of the subject's market area for comparable (most similar) properties within the subject's immediate neighborhood to include approximately one mile radius of similar market areas.

Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions. The data and opinions noted above indicate overall declining of value in this area. Based on comparable information extracted, it is reasonable to assume that the majority of comparable properties would sell within three and six months, provided that they are appropriately priced and marketed.

If the subject is a unit in a condominium or cooperative project, complete the following: Project Name:

Table with columns: Subject Project Data, Prior 7-12 Months, Prior 4-6 Months, Current - 3 Months, Overall Trend. Rows include Total # of Comparable Sales, Absorption Rate, Total # of Active Comparable Listings, Months of Unit Supply.

Are foreclosure sales (REO sales) a factor in the project? Yes No If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties.

Summarize the above trends and address the impact on the subject unit and project.

Signature Appraiser Name Corneliu, Freddie Mac Company Name CSP Appraisers Company Address 14787 Midway Road, San Leandro, CA 94578 State License/Certification # AR031183 State CA Email Address corneliu@cspappraisers.com

MARKET RESEARCH & ANALYSIS  
CONDOMICHO-OP PROJECTS  
APPRAISER



Borrower/Client	JOSEPH CORDARO		
Property Address	556 30th St		
City	Oakland	County	Alameda
		State	CA
		Zip Code	94609-3202
Lender	Wells Fargo Bank, N.A. - 0035880		

• **Small Income: SUBPMTCTRREV TXT1**

Received 10 pages of Residential Income Property Purchase Agreement (revised 4/10) through Valuation Support Services website. The contract appears to be signed and dated by both parties (buyer and seller). The subject was listed on the local MLS on 05/02/2011 for \$525,000 and was pending 3 days later for \$530,000. The contract was marked to include a Statewide Buyer and Seller Advisory (C.A.R. Form SBSA) disclosure, not made available to the appraiser.

• **Small Income: COMMENTS 1**

**SITE:**

The subject site is an approximate 4,900 s.f. (as estimated from the Plat Map available through Public Record) located on a hillside location in Oakland, CA. Normal utility easements for electric, telephone, et cetera on site. No adverse easements, encroachments, or other apparent adverse conditions are known by the appraiser.

**DESCRIPTION OF IMPROVEMENTS FOR THE SUBJECT RESIDENCE:**

The subject property is a one story SFR built in 1906 built on a 0.11 acres parcel. This home consists of concrete perimeter foundation, wood frame, wood siding walls, and a composite shingle roof. Interior finished hardwood flooring throughout. Per county records, the property shows to be a duplex, a two unit property. At the time of inspection, this appraiser found one unit on the first level and a second level that was originally built as one unit, now was found converted into two units. The property was completely remodelled since it was purchased. The first level unit contains a three bedrooms and two bathrooms unit. There is laminate flooring throughout the kitchen, living, dining and bedrooms. The bathrooms contain tile flooring. The kitchen is remodeled with standard grade cabinets, corean countertops and good quality features and appliances. The bathrooms are remodeled with good quality features.

The second level front unit has one bedroom and one bathroom. There is finished hardwood flooring throughout and tile flooring in the bathroom. The bathroom has standard quality cabinets. The kitchen is newly installed with good quality features and appliances with corean countertops.

The second level unit has three bedrooms, two bathrooms and a laundry room with an access to a storage room and attic. There is a laundry room for the lower unit. At the time of inspection this appraiser found that the second level unit was converted to be a main unit and an accessory unit attached. Cost to cure \$1,000.

Landscaping front and back is in good condition. There is a wood deck in the back and a covered porch in the front of the property. There is typical physical depreciation due to age.

**COMMENTS ON SALES COMPARISON:**

The comparable selection and valuation analysis is governed by the principle of substitution: a buyer will not pay more for one property than for another that is of equal desirability. When determinable, adjustments for significant difference in improvements were derived by matched paired analysis or abstraction. When matched paired analysis per abstraction are not possible or practical, bracketing and/or the appraiser's knowledge of the market are utilized in determining the appropriate adjustments for differences. Since not every subject property can be compared to ideal comparable sales, the appraiser has selected the best available from a market search which meet the investor's underwriting standards. Comparable sales over one mile away, and over a major artery were used because they are the best available. Expanding the search to a radius over a mile developed sales that are still within the same market. These sales are the best comparables to the subject property and are therefore used in this report.

My initial comparable sale search focused on sales, listings, and pending sales with transaction dates within the past 6 months, located within 1 mile from the subject, within 300 sq. ft. above grade GLA, similar site size, similar age within a 10 year range, duplexes. The initial search resulted in 6 property, however, two were considered comparable. The search parameters were then expanded to transaction dates within the past 6 months, 20 year range and within 3 miles from the subject property, using the same other physical characteristics. Using the expanded search parameters a total of 62 properties were found (which includes those properties found in the initial search), 6 of which, 4 sales and 2 listings, were considered most comparable and included in the Sales Comparison Approach. Those not chosen were of superior/inferior quality and/or superior/inferior location. The resulting one-line MLS print-out of search is attached to the report.

**COMMENTS ON COST APPROACH:**

Subject is in established and nearly fully developed residential market that has had few if any individual lot sales in last 5 years. Land value will be estimated using abstraction method. However, client is advised that abstraction method may produce unreliable results. This is due to numerous estimates made to comps for building improvement cost, site improvement cost, estimated depreciation, and so on. Also, the land to value ratio is typical of the market and has average market acceptance. Subject's building cost estimates are based on figures from local contractors, appraisers experience with new home and remodel construction bids, and www.building-cost.net. Physical depreciation based on age/life method. Finally, it should be noted that cost approach will be given no weight in this report. Typical buyers for subject could not produce a reliable cost approach in a reasonable time frame to make purchase decision for subject. Thus, cost approach has no relevance to buyers for subject and therefore no relevance to this report. It was included only because client requested it. Finally, the appraiser is not a licensed contractor or insurance agent and the cost approach does not represent a construction estimate or insurance cost estimate and should not be used for these purposes.

ALSO, PLEASE SEE SUPPLEMENTAL ADDENDUM FOR ADDITIONAL INFORMATION REGARDING THIS REPORT.

**FHA Repair Conditions:**

Cosmetic repairs are not required; however, they were considered in the overall condition rating and valuation of the property. Any such cosmetic repairs affecting the subject, if applicable are reported in the improvements section (Page 1) of the 1004 appraisal form.

The physical condition of existing building improvements were examined at the time of the appraisal to determine whether repairs or alterations are necessary - essential to eliminate conditions threatening the continued physical security of the property.

Required repairs and/or alterations are limited to necessary requirements to:

- Protect the health and safety of the occupants (Safety)
- Protect the security of the property (Security)
- Correct physical deficiencies or conditions affecting structural integrity (Soundness)

The appraiser notes those repairs below that are necessary to make the property comply with FHA's Minimum Property Requirements (MPR) or Minimum Property Standards (MPS) together with estimated repair costs. If no inspections are required and no repairs listed below, the property does therefore conform to FHA's MPR and MPS.

Repair(s) or Alteration(s) required / Estimated repair cost(s):

Repair the back right side-bubbling paint - \$200

The accessory unit kitchen on the second level appears to be built without permit.

Remove stove and cap the utilities in the accessory unit kitchen. Cost to cure \$1000.

See pictures for all the above repairs.

# Supplemental Addendum

Borrower/Client	JOSEPH CORDA	e No. 60208613	
Property Address	556 30th St		
City	Oakland	County	Alameda
Lender	Wells Fargo Bank, N.A. - 0035880	State	CA
		Zip Code	94609-3202

**Clarification on Statement of Assumptions and Limiting Conditions #3, Page 4**  
Reporting for FEMA Special Flood Hazard Area was obtained through an Internet data source provided by ala mode appraisal software. By direction of lender/client, the appraiser reports what can be determined through the Internet data source but does not examine or include available flood maps developed by FEMA. The lender/client obtains flood zone certification from a third party vendor.

**Clarification on Certification #2, Page 5**  
"I performed a complete visual inspection of the interior and exterior areas of the subject property..."  
A complete visual inspection includes areas "readily observable" defined as observations made by the appraiser of conditions that are immediately discernible and noticeable during the typical site visit. The appraiser is not required to move furniture, equipment or cause damage to the property. The appraiser's inspection of the attic and/or crawl space if applicable is limited to head and shoulders access unless otherwise stated in this report.

**SOURCE OF MARKET VALUE DEFINITION:**

Fannie Mae

**EXPOSURE TIME:**

The subject's estimated exposure time is estimated to be the same as the marketing time noted on page 1 of the report.

**PREDOMINATE PRICE:**

The subject's correlated value in this report may or may not be above or below the predominate price noted on page 1. This has no effect on the subject or it's marketability. The predominate price is the "price most frequently found in a neighborhood" (FannieMae Handbook for Appraisers).

Furthermore, the predominate price is only defined and used by FannieMae, it's not a value defined or used in annuals by leading appraisal organizations such as USPAP and The Appraisal Institute. Therefore, "Predominate Price" is a indicator made up by a home loan lender (FannieMae), not a real estate appraisal organization. In addition, most of the homes in the market are above or below the predominate price, therefore the predominate price is a useless indicator of marketability. A more relevant indicator would be the upper or lower end of the neighborhood price range. If a value was outside these ranges it could indicate a over or under improvement to the market.

**ADDITIONAL SCOPE OF REPORT:**

The subject property was inspected on the interior and exterior. This does not include the attic, crawl space, under or behind beds and furniture, under or behind large fixtures or appliances, or in the back of closets which are full. Observations to the interior and exterior were made for the overall condition of the property and amenities included with it. The appraiser is not a home inspector, contractor, environmental engineer, or local code inspector, and this report is not a home inspection, local code inspection, or environmental inspection report. This report should not be relied upon to disclose any construction, code, or environmental conditions present in the subject and the report does not guarantee that the property is free of these defects. If there are construction, code, or environmental concerns a qualified contractor, engineer, or inspector should be consulted. Local building permit files were not inspected. It is assumed that the home was built with permits, there are no violations in building codes, and there are no unknown environmental hazards on the site. If there is a question concerning permits a full research the local building department file should be done by the current or future owner. This not done by my peers in the industry and therefore considered beyond the scope of this report. County records for the subject, used in this report, were provided by First American Real Estate Service (also known as Win2data). This is one of several private companies that supply summarized details on the property. Although these private services supply reasonable information they should not be considered absolutely perfect. The outside perimeter of the home was also measured to determine the overall living area and portions of the home devoted to garage or other areas. Recent sales and listing of homes (comps) that are similar to the subject were researched using the local Multiple Listing Service (MLS), First American Real Estate Services, and local real estate agents. The comps were generally viewed from the exterior only, they ere not inspected on the interior unless done so on a previous appraisal or other inspection. Details concerning the interior of the comps were generally taken from the information noted on mis and any photos or virtual tours posted on mis. Not all sales are available for public information, some are sold on private basis or not published in public records. When possible these are researched for information, but in many cases information may not be available. The comps that are available and considered the most similar to the subject are noted in the report.

**CLARIFICATION ON INTENDED USER/CLIENT OF THIS REPORT:**

As noted on page 4, the intended user of this report is the lender/client. The lender/client is identified at the top of page 1 and bottom of page 6. A past, present, or future borrower, homeowner, buyer, seller, realtor, or any other party "is not" the client and "not" the intended user of this report. The only client and intended user of this report is the lender/client noted at the top of page 1 and bottom of page 6. Item #21 on page 6 indicates that the lender/client may distribute this report to other parties. This does not make that recipient a client or intended user of the report. The only client and intended user of this report is the lender/client noted on page 1 and page 6. Also, item #23 on page 6 noted that other parties "may" rely on this report. Item 23 was written by Fannie Mae, not this appraiser. Although Fannie Mae says another party may rely on this report, this does not make that party a client or intended user of this report. Again, the only client and intended user of this report is noted at the top of page 1 and bottom of page 6.

**DIGITAL SIGNATURE:**

Signature on report is digital and appraiser maintained sole control of affixing it to report.

13



Borrower/Client	JOSEPH CORDARO		
Property Address	556 30th St		
City	Oakland	County	Alameda
		State	CA
		Zip Code	94609-3202
Lender	Wells Fargo Bank, N.A. - 0035880		

• **Small Income: Sales Comparison Comments**

A thorough search in the subject's market area was performed to determine the most comparable properties to the subject. The sales utilized are considered to be the most recent and pertinent sales in the subject neighborhood. All comparables are similar to the subject in terms of overall market appeal. All adjustments were based on the contributory market value of each relative to the subject. All comparables were equally considered in the final estimation of market value via the direct sales comparison approach. Adjustments: GLA: comps adjusted at \$45sq' where +/-10%. Bathrooms@ \$8k, accessory unit@10k. Parking Space@\$5k. A 2% adjustment was made for inferior location (fwy noise). Adjustments for room and bedroom count are considered to be included in GBA to reflect buyer preference. Age adjustments were not warranted due to similar overall effective age. Site adjustments were not warranted due to similar overall utility.

CONDITION: The different condition adjustments for average vs good (5%) is an estimation of the maintenance noted and the cost to make repairs/upgrades. This amount may be low, the appraiser is not a contractor. All adjustments are rounded to the nearest \$500.

• **Small Income : Improvements - Condition of the Property**

The subject property is a two story duplex with an accessory unit built in 1906 built on a .11 acres parcel. The accessory unit kitchen on the second level appears to be built without permit. Cost to cure \$1000. The subject is of average quality construction and is in overall good condition. Minor repairs needed for FHA compliance (see addenda). Typical physical depreciation due to age. Since the time of the purchase the owner made major improvements to the subject property which include the following, new kitchen, new plumbing, new bathrooms, refinished floor in 1 unit, new flooring in other units, new heating, new interior and exterior painting, refinished rails, new roof, and new windows. The increase in value of the subject property since the last transfer is due mainly to the major improvements to the property. The contributory value of the improvements in the resulting increase in value of the property are supported by the market as evidenced by comparables with similar transfer histories and increase in value secondary to improvements to the property. The property was vacant but some utilities were on, therefore mechanical, electrical and plumbing fixtures were tested. The water heater in the lower unit was not on. See below for repairs needed. All other utilities were on and in proper working order at the time of inspection.

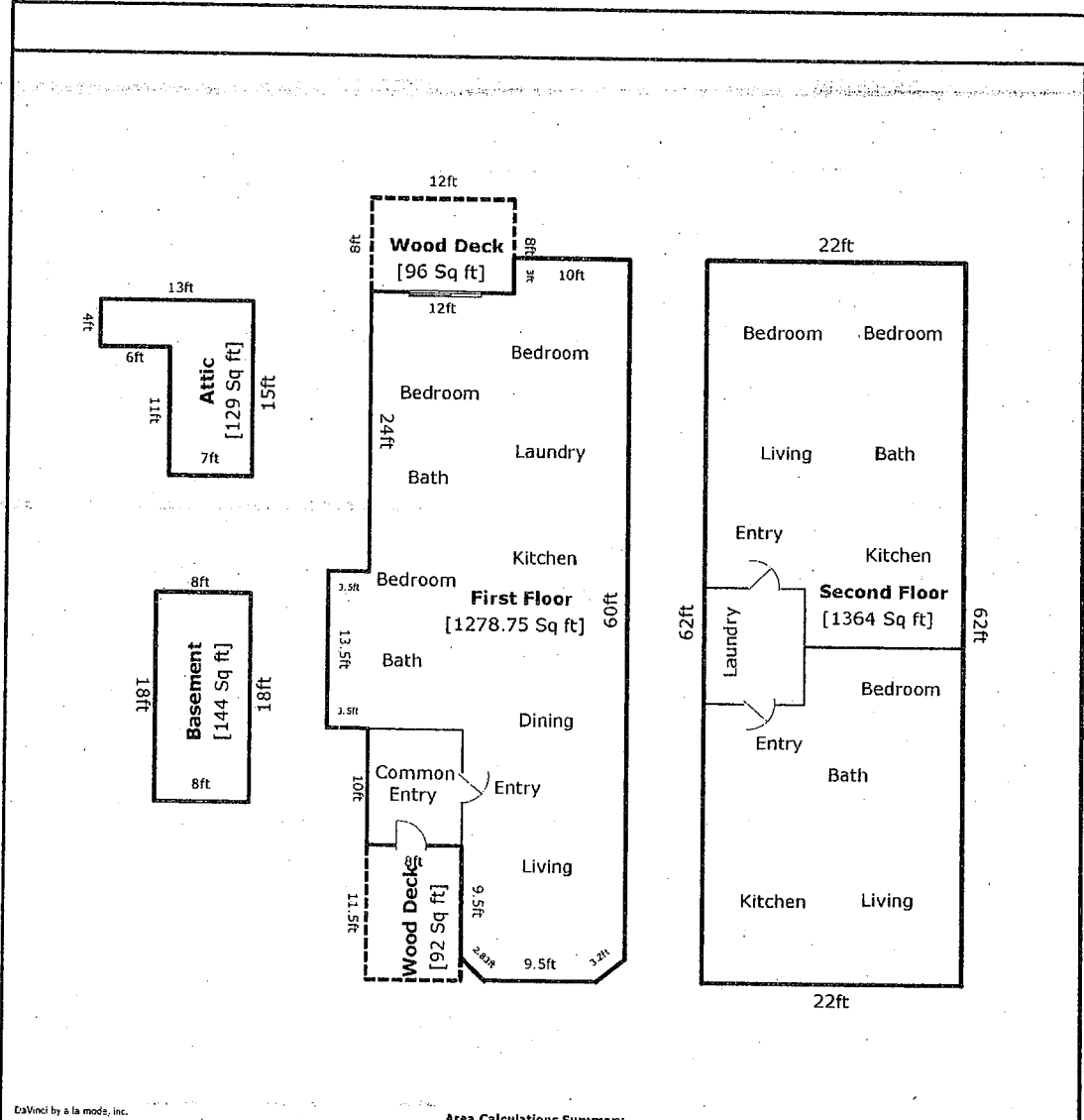
• **Small Income : Reconciliation - Comments**

Most weight is given to comparable #1 because are located nearest to the subject and has the most reliable adjustments. Comparables #5 and #6 are currently active on the local MLS and appear to reflect the current market activity in the subject's property area.

**Rels Valuation California Registration/License No. 1322.**

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Borrower/Client	JOSEPH CORDARO		
Property Address	556 30th St		
City	Oakland	County	Alameda
State	CA	Zip Code	94609-3202
Lender	Wells Fargo Bank, N.A. - 0035880		



DaVinci by a la mode, inc.

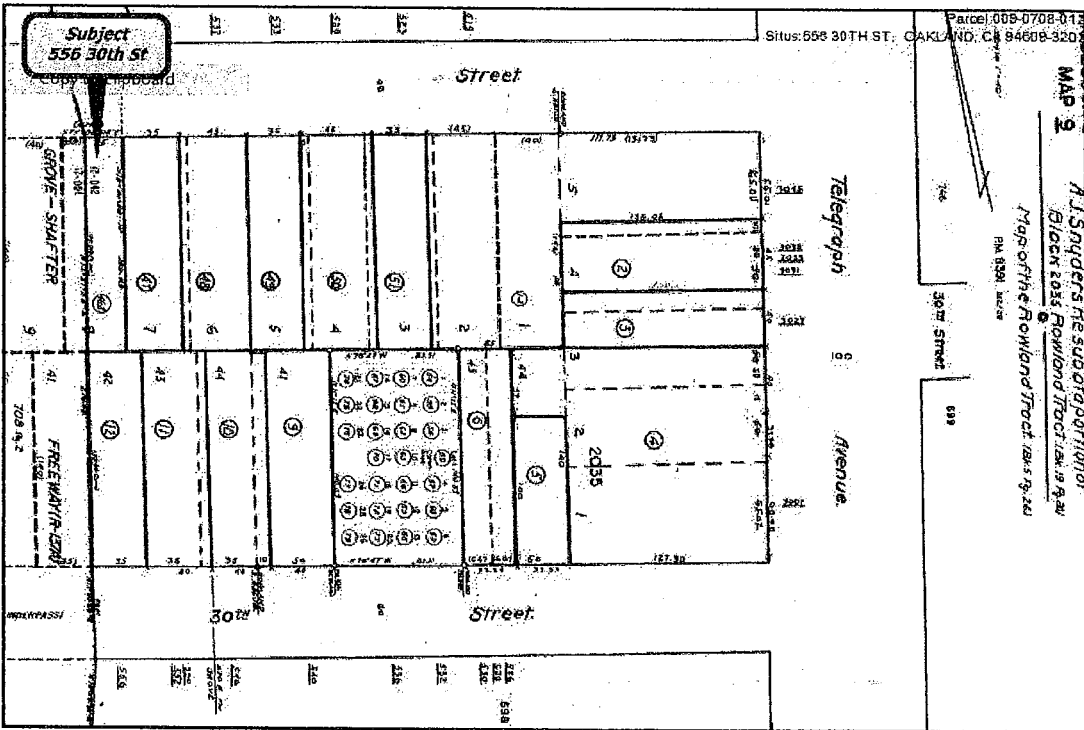
**Area Calculations Summary**

Living Area	Calculation Details
<b>First Floor</b>	<b>1278.8 Sq ft</b>
	$13.5 \times 3.5 = 47.25$ $10 \times 3 = 30$ $22 \times 47.5 = 1045$ $14 \times 9.5 = 133$ $9.5 \times 2 = 19$ $0.5 \times 2 \times 2.5 = 2.5$ $0.5 \times 2 \times 2 = 2$
<b>Second Floor</b>	<b>1364 Sq ft</b>
	$62 \times 22 = 1364$
<b>Total Living Area (Rounded):</b>	<b>2643 Sq ft</b>
<b>Non-living Area</b>	
Wood Deck	96 Sq ft
	$12 \times 8 = 96$
Wood Deck	92 Sq ft
	$8 \times 11.5 = 92$
Attic	129 Sq ft
	$4 \times 6 = 24$ $7 \times 15 = 105$
Basement	144 Sq ft
	$18 \times 8 = 144$

15



Borrower/Client	JOSEPH CORDARO		
Property Address	556 30th St		
City	Oakland	County	Alameda
State	CA	Zip Code	94609-3202
Lender	Wells Fargo Bank, N.A. - 0035880		



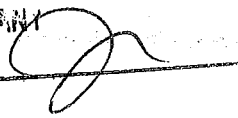
RECORDING REQUESTED BY

Placer Title Company

Escrow Number: 810-12970-JB

**AND WHEN RECORDED MAIL TO**

JOSEPH G. CORDARO  
556 30<sup>TH</sup> ST.  
OAKLAND, CA 94609

This is a true and correct copy of the  
document recorded 5-25-11  
under Recorder's Series No. 2011-154404  
PLACER TITLE COMPANY  
By: 

A.P.N.: 009-0708-012

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT DEED**

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$577.50 City Transfer Tax: \$7,875.00

(X) computed on full value of property conveyed, or

( ) computed on full value less value of liens and encumbrances remaining at time of sale.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **CARA PINE , AN UNMARRIED WOMAN**

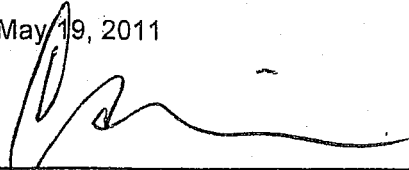
Hereby GRANT(S) to **JOSEPH G. CORDARO** , a single person

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

LOT 42, BLOCK 2035, A.J. SNYDER'S RESUBDIVISION OF A PORTION OF BLOCK 2035, MAP OF THE ROWLAND TRACT, ETC., FILED APRIL 16, 1904, MAP BOOK 19, PAGE 30, ALAMEDA COUNTY RECORDS.

ASSESSOR'S PARCEL NUMBER: 009-0708-012

Dated: May 19, 2011

By:   
CARA PINE

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

SAME AS ABOVE

Name Street Address City & State

17

000034

34

STATE OF CALIFORNIA  
COUNTY OF Alameda

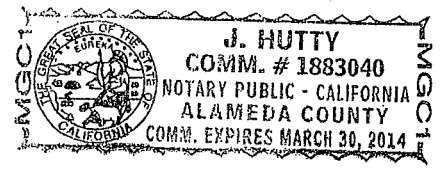
On 5-20-11 before me, J. Hutty, Notary Public,  
personally appeared Cara Pine

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: [Handwritten Signature]  
Commission Expiration Date: 3-30-14



MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

SAME AS ABOVE

Name \_\_\_\_\_ Street Address \_\_\_\_\_ City & State \_\_\_\_\_  
Page 2 18 000035

Zillow information on property showing square footage of 2,600

**556 30th St, Oakland, CA 94609**  
6 beds · 4 baths · 2,600 sqft

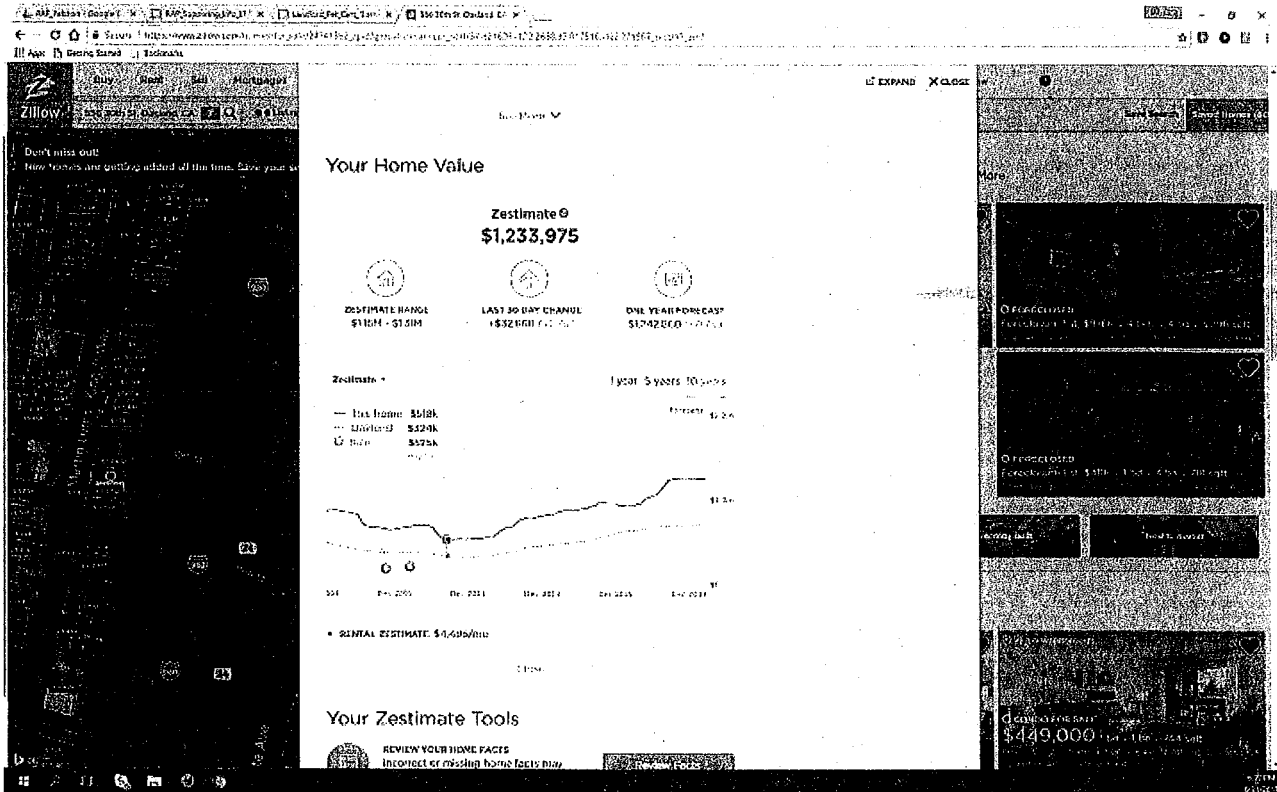
**Zestimate:** \$1,233,975  
1st floor: 1,100 sqft  
Use Zestimate to see how you compare.

**EST. MONTHLY PAYMENT:** \$4,700/mo  
See current rates.

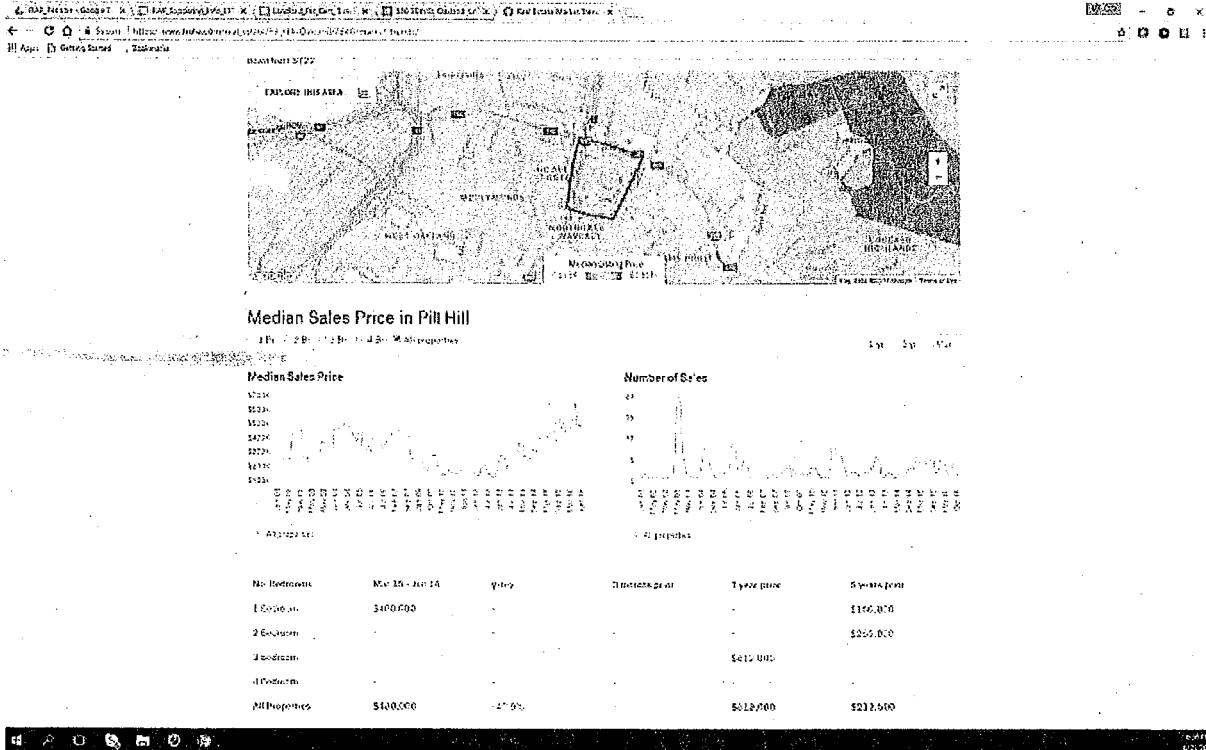
**Home Shoppers are Waiting**  
REZ shoppers are waiting for you to respond and price things.

**Property Description:**  
Note: This property is not currently for sale or for rent. The description below may be from a previous listing.  
PROPERTY DETAILS: Renovation of huge close 1800s duplex in North Oakland offered at \$528,000. This property has been lovingly restored, including stripping and refishing the intricate woodwork found on the banisters and trim. Although the property is recognized as a duplex, features include a third kitchen; the upstairs has been renovated and updated by the current owner, allowing for a flexible use of the space. The current configuration includes a 3-bedroom, 2-bath unit on...

Home and Oakland Value trend from 2007 - 2017. Property was purchased by Mr. Cordaro in May 2011 for \$525,000. It was sold a year earlier for \$203,000. The sale price difference (\$322,000) directly reflects the substantial renovations done on the home. The Zillow trends for home value shown below prove that this substantial increase in value was not due to change in Market trends.



Another data point showing that in May 2010 - 2011 the market was near the bottom. The trend for home values in the area of Pill Hill, where 556 30th St is located, was decreasing.




## CHRONOLOGICAL CASE REPORT

Case Nos.: T17-0116  
Case Name: Zamora v. Telles  
Property Address: 2032 47th Avenue, Oakland, CA  
Parties: Maria Zamora (Tenant)  
Leah Simon-Weisberg (Tenant Representative)  
Walter Telles (Property Owner)

### OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	February 22, 2017
Owner Response filed	--
Hearing Decision issued	August 9, 2017
Owner Appeal filed	August 30, 2017
Tenant Response to Appeal filed	September 15, 2017

RECEIVED

 CITY OF OAKLAND	<b>CITY OF OAKLAND</b> <b>RENT ADJUSTMENT PROGRAM</b> 250 Frank Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	For date stamp, <b>30 2017</b> <b>RENT ADJUSTMENT PROGRAM</b> <b>OAKLAND</b>
	<b>APPEAL</b>	

<b>Appellant's Name</b> WAH Telle		<input type="checkbox"/> Owner <input type="checkbox"/> Tenant	
<b>Property Address (Include Unit Number)</b> 2032 4th			
<b>Appellant's Mailing Address (For receipt of notices)</b>		<b>Case Number</b> 17-0116 Zahnd Telle	
		<b>Date of Decision appealed</b> Aug 17	
<b>Name of Representative (if any)</b>		<b>Representative's Mailing Address (For notices)</b>	

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.



**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.
- Any response to the appeal by the other party must be received by the Rent Adjustment Program with a proof of service on opposing party within 35 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.

August 30, 2017

(Pages 1 of 3  
incl. cover)

Attention: City of Oakland Rent Adjustment Program – Attention Kelly

Fax Number: 510 – 238-6181

From Walter P. Telles – T170116 - Zamora vs. Telles

Subject Appeal – 2032 – 47<sup>th</sup> Avenue, Oakland, California

RECEIVED

AUG 30 2017

RENT ADJUSTMENT PROGRAM  
OAKLAND

Walter Telles, Property Owner, is appealing the decision made on August 29, 2017. He is appealing the decision that the water leaks and mold found on August 1, 2015 were inaccurate. Zamora indicated that Telles never attended to the mold and water leaks, and just installed the pumps after the water had leaked into the room. Telles noticed that upon arrival that the pumps he had installed were "Unplugged" thus not working, causing the water damaged shown on the photographs submitted on June 29, 2016 and January 20, 2017. The pumps need to be plugged in to operate.

The bedroom itself could not be painted because of the junk and clutter that was throughout the room making it impossible to clean and paint. Please note that the building inspector, Linda Moroz, noted on her report that there was no mold. This report was done on July 31, 2017.

Please call me with questions – 510-407-1003 – Walter P. Telles

000042

Maria Zamora  
2032 47th Ave. Lower Unit  
Oakland, California, Ca 94621

2017 SEP 15 PM 1:00

## Oakland Rent Adjustment Board

Zamora v. Telles; Case Number T 17- 0116

### Tenant Response to Appeal

Tenant Appellee (Tenant) respectfully submits her response to the appeal submitted by Landlord Appellant (Landlord). Please note, Tenant was not properly served a copy of Landlord's appeal. However, in an abundance of caution, Tenant submits this response within 15 days of the date indicated on the letter attached to Landlord's appeal.

The copy of the appeal brief left at Tenant's door does not contain the second page of the appeal form and boxes a-e are not checked, therefore Tenant assumes Landlord's appeal is based on the August 31, 2017 letter attached to the document left on her door (Letter). The Letter indicates Landlord appeals the Decision on the grounds that the Decision is not substantially supported by the facts. The Landlord bases the entirety of his Appeal on inadmissible evidence.

Tenant contends the Decision is substantially supported by the evidence admitted at the June 20, 2017 and the site inspection on July 26, 2017.

### **Facts and Procedural History**

Tenant filed her petition on February 22, 2017 alleging she has never received the form Notice of the existence and scope of the Rent Adjustment Program (RAP Notice); that there existed a health, safety, fire or building code violation in her unit, and that her housing services had been decreased. Landlord did not file a response.

At the hearing, Landlord was unable to provide a valid reason for failure to file a response, claiming he "mis-placed the file." Landlord was properly precluded from presenting any evidence at the hearing. *See T02-0404 Santiago v. Vega* (Party that fails to file a timely response is precluded from introducing evidence); *see also T10-0075 Adams/Baca v. RMD Services*. Tenant credibly testified that she never received RAP Notice and regarding the various conditions claimed in her petition. Tenant also submitted for proof photographic evidence of various conditions claims.

Tenant introduced testimony that when it rains water leaks into her bedroom closet and into the bedroom. This problem began in 2012, and notified the Landlord that same year. The source of the water has not yet been repaired. Tenant's adult son (also a tenant in the unit) credibly testified that when it rains water comes up

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through the drain in the shower as well as through the walls and floor. Despite having two sump pumps installed by the Landlord (one of which ceased working and was never replaced by the Landlord) the water intrusion remained unabated.

Tenant's son further testified that as a result of the water intrusion and resulting mold, Tenant moved out of her bedroom into his bedroom, and he began sleeping on the couch in the living room. *See* Decision pp 2-3. Tenant also submitted photographic evidence of the water intrusion and resulting mold. *See* Exhibits 1-11, 13, and 14.

The Hearing Officer conducted a site inspection prior to issuing the Decision granting Tenant's claim with respect to:

- Water leaks and damage in closet, bathroom and bedroom,
- Mold in the carpet, and
- Broken window.

The most egregious of the conditions for which Tenant was awarded a reduction in damages was for the water leaks and resulting mold. The Hearing Officer awarded the Tenant a reduction of 25% from August 1, 2014 through June 30, 2017. Landlord's Appeal is limited to this award.

### **Standard of Review**

In order to succeed on an appeal based on insufficient evidence to support the decision, the appellant must establish that the factual findings by the hearing officer are not substantially supported by the evidence. In other words, the Landlord in the instant Appeal must demonstrate that the evidence presented at the hearing does not substantially support the Decision. *See* T00-0340, 0367, and 0368 *Knox v. Progeny Properties*; *see also* T03-0198 *Diamond v. Rose Ventures* (Hearing decision will not be overturned when based on witness credibility and supported by substantial evidence); *see also* T06-0181 *Pinnock v. Fong* (Board affirmed hearing decision which was supported by substantial evidence).

### **The Decision is Substantially Supported by the Evidence**

Tenant credibly testified as to the issues of water intrusion and resulting mold. There was no contradictory evidence, nor did any cross-examination call into question Tenant's credibility.

Specifically, she testified that when it rains water leaks into her bedroom closet and into the bedroom. This problem began in 2012, and notified the Landlord that same year. The source of the water has not yet been repaired. Tenant's adult son (also a tenant in the unit) credibly testified that when it rains water comes up through the drain in the shower as well as through the walls and floor. Despite having two sump

pumps installed by the Landlord (one of which ceased working and was never replaced by the Landlord) the water intrusion remained unabated.

Tenant's son further testified that as a result of the water intrusion and resulting mold, Tenant moved out of her bedroom into his bedroom, and he began sleeping on the couch in the living room. *See* Decision pp 2-3.

Tenant also submitted photographic evidence of the water intrusion and resulting mold. Indeed, the Hearing Officer was "shock[ed]" by the photographic evidence submitted by the Tenant and found that Tenant "suffered a great deal of water intrusion and resulting mold for a number of years." *See* Decision p. 5, *see also* Exhibits 1-11, 13, and 14 all of which were admitted into evidence without objection. Copies of the photographs in question are attached hereto for ease of review.

### **Conclusion**

Appellant respectfully requests the Board affirm the Decision below as the factual findings are substantially supported by the evidence at the hearing below.



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:** T17-0116, Zamora v. Telles  
**PROPERTY ADDRESS:** 2032 - 47<sup>th</sup> Ave., Oakland, CA  
**DATE OF HEARING:** June 20, 2017  
**DATE OF INSPECTION:** July 26, 2017  
**DATE OF DECISION:** August 9, 2017  
**APPEARANCES:** Maria Zamora (Tenant)  
Ludivina Zamora (Witness for Tenant)  
Alejandro Fregoso (Witness for Tenant)  
Leah Simon-Weisberg (Attorney for Tenant)  
Walter Telles (Owner)  
Mabel Nielsen (Interpreter)

### **SUMMARY OF DECISION**

The tenant's petition is partly granted.

### **CONTENTIONS OF THE PARTIES**

The tenant filed a petition on February 22, 2017, which alleges that she has never received the form Notice of the existence and scope of the Rent Adjustment Program (RAP Notice); that at present there exists a health, safety, fire or building code violation in her unit; and that her housing services have been decreased, as follows:

- Water leaks and damage in closet, bathroom, and bedroom
- Mold in the carpet
- Refrigerator does not work properly
- Broken window

000046

- Cockroaches and rats
- Payment for gas service for her unit and the other unit in the building
- Only one heater for the two apartments
- Upstairs tenant has control over water in the tenant's unit

The owner did not file a response to the tenant's petition.

### THE ISSUES

- (1) Is there a valid reason for the owner failing to file a response to the tenant's petition?
- (2) When, if ever, did the tenant receive the RAP Notice?
- (3) Have the tenant's housing services been decreased and, if so, by what percentage of the total housing services that are provided by the owner?

### EVIDENCE

No Response: At the Hearing, the owner testified that he did not file a response to the tenant's petition because he "mis-placed the file."

RAP Notice: The tenant testified that she has never received the RAP Notice. The owner did not dispute this testimony.

Rent History: The tenant testified that she has paid rent of \$1,000 per month for the past 16 years. The owner did not dispute this testimony.

#### Decreased Housing Services:

Water Leaks / Mold: The tenant testified that she lives in the lower unit of a 2-unit building. When it rains, water leaks into her bedroom closet and into the bedroom. This problem began in the year 2012, and she notified the owner that year when he came to pick up the rent. The source of the water leak has never been repaired. The tenant submitted photographs that depict extensive mold and evidence of water intrusion on walls and floors in several rooms of the tenant's unit.<sup>1</sup> In one photo, there is significant growth of what appear to be mushrooms on an area of carpeting.<sup>2</sup> The tenant's witnesses testified that they took the photos on June 29, 2016 and January 20, 2017.

Alejandro Fregoso, who is the tenant's adult son, lives with the tenant. He testified that when it rains, water comes up through the drain in the shower, as well as through the walls and floor. He further testified that there are 2 sump pumps in the bathroom, which are intended to prevent water from entering the unit from the floor. The owner installed these pumps after water began to come up through the floor. However, one of the pumps stopped working, and was not replaced by the owner. The tenants had notified the owner that water entered the floor whenever

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<sup>1</sup> Exhibit Nos. 1 through 11, 13, and 14. These Exhibits, and all others to which reference is made in this Decision, were admitted into evidence without objection.

<sup>2</sup> Exhibit No. 10.

it rained, beginning approximately 3 ½ years ago. As the result of extensive mold, his mother moved out of her bedroom into his bedroom, and he began sleeping on the couch.

Mr. Fregoso further testified that on May 27, 2017, the owner performed the following repairs: the broken window was replaced; the carpet in one of the bedrooms was removed and replaced with linoleum; and the owner painted the walls in the unit.

On July 26, 2017, the tenant's unit was inspected by Linda Moroz, a Hearing Officer with the Rent Adjustment Program. Following her inspection, Ms. Moroz prepared a Declaration, a copy of which is attached as Attachment "A."

Ms. Moroz's Declaration states, in part: "I entered the apartment, walked around and inspected the living room, kitchen, and the bathroom. All bedroom doors were closed. I asked and received permission to enter two of the three bedrooms. I was prevented to enter the third bedroom; an adult female came out of there and she said I cannot enter and inspect it; the children were playing in that bedroom. . .

The living area seemed cleaned and maintained, there was a lot of clutter on the kitchen counter and in the bedrooms. I did not notice any mold in the bathroom; the bathroom walls and ceiling seemed clean without any spots or sign of water intrusion. . . I . . . inspected the second bedroom. The condition of the floor and walls seemed standard, no sign of any damage. The third bedroom was a large room with wood floor and large window. . . and seemed to be used for storage. The condition of the walls and floor was standard and did not seem to have any damage."

Refrigerator: The tenant testified that the refrigerator in her unit stopped working in February 2016. She notified the owner at that time, and the owner had the refrigerator taken away. The owner said that he would replace it, but this was not done. On cross-examination, the tenant testified that she has been using a refrigerator that belongs to her sister.

Broken Window: The tenant testified that, when she returned home from work in December 2016, she noticed that a window in her unit had been broken, and there was broken glass on the floor. She immediately notified the owner, but the window was not replaced until approximately May 1, 2017. The tenant submitted photos of a window covered with plywood and the same window in which glass had been installed.<sup>3</sup>

Cockroaches and Rats: The tenant testified that there have been rats and roaches in her unit since 2013, and she notified the owner at that time. The owner had the unit fumigated twice in 2013, but not since that time. Ms. Moroz states in her Declaration: "I did not see any roaches, rats or rat droppings in the kitchen. I looked around the stove, floor, and kitchen counter."

Gas Service: The testified that when she moved into her unit, the gas bill was in the name of the upstairs unit, and she paid one-half of the bill. The electric service was put in the tenant's name in 2005, when a second meter was installed. The tenant further testified that there is only one gas meter for the building. The tenant submitted several PG&E bills from 2015 and

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<sup>3</sup> Exhibit No. 12



2017 in her name for both gas and electric service.<sup>4</sup> Ms. Moroz states: "I observed two electric and two gas meters on the outside of the dwelling."

Heater: The tenant testified that, when she moved in, there were 2 gas heaters in her unit. One heater was removed 5 years ago, which she believes increases her gas bills.

Water: The tenant testified that the tenant in the upstairs unit can control the water for her apartment, and this person has shut off her water several times. The tenant first testified that this began "a couple of months ago." She then said that this began approximately 6 months ago. The tenant further testified that the upstairs tenant does this hoping that she will move out, so that the upstairs tenant's daughter can move in. She told the owner, who she believes has spoken about this with the upstairs tenant.

### FINDINGS OF FACT AND CONCLUSIONS OF LAW

No Response: The Rent Adjustment Ordinance<sup>5</sup> requires an owner to file a response to a tenant petition within 30 days after service of a notice by the Rent Adjustment Program that a tenant petition was filed. "If a tenant files a petition and if the owner wishes to contest the petition, the owner must respond . . ."<sup>6</sup> Mis-placing correspondence is hardly a valid reason for failing to act in accordance with the law. Therefore, the owner's participation in the Hearing was limited to cross-examination and presenting a summation.<sup>7</sup>

RAP Notice: The tenant's uncontested testimony is credited. It is found that the tenant has never received the RAP Notice.

Decreased Housing Services: Under the Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent<sup>8</sup> and may be corrected by a rent adjustment.<sup>9</sup> However, in order to justify a decrease in rent, a decrease in housing services must be either the elimination or reduction of a service that existed at the start of the tenancy or a violation of the housing or building code which seriously affects the habitability of the tenant's unit.

There is also a time limit for claiming decreased housing services. A tenant petition must be filed within 90 days after the date of service of a rent increase notice or change in the terms of a tenancy or the date the tenant first receives the RAP Notice, whichever is later.<sup>10</sup> Where the RAP notice has never been given, as in this case, a tenant can be granted restitution for rent overpayments due to decreased housing services for a maximum of 3 years.<sup>11</sup> The tenant's claims of decreased housing services therefore begins on August 1, 2014.

<sup>4</sup> Exhibit Nos. 15A through 15D.

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

<sup>6</sup> O.M.C. Section 8.22.070(C)

<sup>7</sup> Santiago v. Vega, Case No. T02-0404

<sup>8</sup> O.M.C. Section 8.22.070(F)

<sup>9</sup> O.M.C. Section 8.22.110(E)

<sup>10</sup> O.M.C. Section 8.22.090(A)(2)

<sup>11</sup> Appeal Decision in Case No. T06-0051, Barajas/Avalos v. Chu

Water Leaks / Mold: The photographs submitted by the tenant are quite shocking. The tenant suffered a great deal of water intrusion and resulting mold for a number of years. Mr. Fregoso testified that the owner did some work to correct these problems in late May 2017, and the unit was in good condition by the time of Ms. Moroz's inspection in late July. Ms. Moroz's inspection occurred in late July, by which time there had been no rain for a number of months. Although there may still be a problem with water intrusion once it begins raining, it would be improper to speculate about what may occur at a later time. This Decision therefore considers only what has occurred in the past.

The extent of water intrusion and mold growth significantly affected the tenant's ability to live in the unit. This situation reduced the package of housing services by 25% from August 1, 2014 through June 30, 2017. As set forth on the Table below, because of this decrease in her housing services, the tenant overpaid rent during that time.

Refrigerator: Although the owner clearly should have replaced the refrigerator, because of the tenant's self-help, she has not lost any housing service in this regard. Therefore, the claim is denied.

Broken Window: The owner should have reasonably replaced the window by January 1, 2017. His failure to do so reduced the package of housing services by 1% from January through April 2017. As set forth on the Table below, because of this decrease in her housing services, the tenant overpaid rent during that time.

Cockroaches and Rats: There was no evidence of roaches or rats at the time of Ms. Moroz's inspection, and neither of her witnesses testified on this issue. Further, there was apparently no inspection by either the City or the County Vector Control agency. The tenant has not sustained her burden of proof on this issue, and the claim is denied.

Gas Service: Claims based upon events of more than 3 years ago are barred by the filing requirement. With regard to the current situation, the evidence clearly shows that, contrary to the testimony of the tenant, there are 2 gas and electric meters. Therefore, the claim is denied.

Heater: The second heater was removed 5 years ago and, therefore, the claim is time-barred. Further, neither of the tenant's witnesses testified in support of the tenant on this matter. Therefore, the claim is denied.

Water: This is a highly unusual claim, and the tenant's testimony was not supported by either of her witnesses. The tenant has not sustained her burden of proof, and the claim is denied.

Conclusion: As set forth on the following Table, the tenant overpaid rent in the amount of \$8,790. This is a very large amount of money compared with the monthly rent. Therefore, the overpayment is ordered repaid over a period of 24 months.<sup>12</sup> The rent is temporarily reduced by \$366.25 per month, to \$633.75 per month, beginning with the rent payment in September 2017 and ending with the rent payment in August 2019.

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<sup>12</sup> Regulations, Section 8.22.110(F)

**VALUE OF LOST SERVICES**

Service Lost	From	To	Rent	% Rent Decrease	Decrease /month	No. Months	Overpaid
Water Leaks / Mold	1-Aug-14	30-Jun-17	\$1,000	25%	\$250.00	35	\$8,750.00
Broken Window	1-Jan-17	30-Apr-17	\$1,000	1%	\$10.00	4	\$40.00
<b>TOTAL LOST SERVICES</b>							<b>\$8,790.00</b>

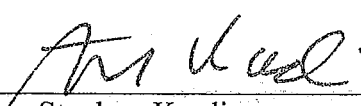
**RESTITUTION**

MONTHLY RENT	\$1,000
<b>TOTAL TO BE REPAID TO TENANT</b>	<b>\$8,790.00</b>
TOTAL AS PERCENT OF MONTHLY RENT	879%
AMORTIZED OVER 24 MO. BY HEARING OFFICER IS	<b>\$732.50</b>

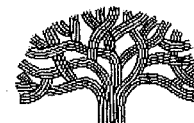
**ORDER**

1. Petition T17-0116 is partly granted.
2. The Base Rent is \$1,000 per month.
3. Because of past decreased housing services, the tenant has overpaid rent in the amount of \$8,790. This overpayment is adjusted by a rent reduction for 24 months.
4. The rent is temporarily reduced by \$366.25 per month, to \$633.75 per month, beginning with the rent payment in September 2017 and ending with the rent payment in August 2019.
5. In September 2019, the rent will increase to \$1,000 per month.
6. The owner may otherwise be eligible for a rent increase.
7. **Right to Appeal: This decision is the final decision of the Rent Adjustment Program Staff.** Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) calendar days after service of the decision. The date of service is shown on the attached Proof of Service. If the Rent Adjustment Office is closed on the last day to file, the appeal may be filed on the next business day.

Dated: August 9, 2017

  
 \_\_\_\_\_  
 Stephen Kasdin  
 Hearing Officer  
 Rent Adjustment Program

000051



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

CITY OF OAKLAND

Housing and Community Development Department  
Rent Adjustment Program

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

### DECLARATION OF SITE INSPECTION

**CASE NUMBER:** T17-0116, Zamora v. Teles

**PROPERTY ADDRESS:** 2032 47<sup>th</sup> Ave., Oakland, CA

**DATE OF INSPECTION:** July 26, 2017, at 3:30 p.m.

I, Linda M. Moroz, declare as follows:

I am the Hearing Officer with the City of Oakland Rent Adjustment Program. In that capacity, I conducted a site inspection of the above-referenced property relating to Tenant Petition T17-0116.

I met the owner Teles outside of the property, the tenant was at home and opened the door.

The inspection was limited to the following items: general housekeeping, bathroom mold, roaches, rats, condition of floor and walls in the bedrooms and whether they are being used, and number of PG&E gas meters.


I entered the apartment, walked around and inspected living room, kitchen, and the bathroom. All bedroom doors were closed. I asked and received permission to enter two of the three bedrooms. One bedroom had bed in it and looked cluttered with many other items stocked around it. The second bedroom looked like it was used as storage with items stocked up in the middle of the room in a large pile. I was prevented to enter the third bedroom; an adult female came out of there and she said I cannot enter and inspect it; the children were playing in that bedroom.

1. General housekeeping: the living area seemed cleaned and maintained, there was a lot of clutter on the kitchen counter and in the bedrooms.
2. Bathroom mold: I did not notice any mold in the bathroom; the bathroom walls and ceiling seemed clean without any spots or sign of water intrusion.

3. Roaches and rats: I did not see any roaches, rats or rat droppings throughout the apartment. I did not see any roaches, rats or rat droppings in the kitchen, I looked around the stove, floor, and kitchen counter.
4. Are both bedrooms being used? What is condition of floor and walls?: Two bedrooms looked like they were being used, one by children and the second one had bed with beddings on it. I could not inspect the children bedroom but inspected the second bedroom. The condition of the floor and walls seemed standard, no sign of any damage. The third bedroom was a large room with wood floor and large window. It had a large pile of stuff stored in the middle of the room and seemed to be used as storage. The condition of the walls and floor was standard and did not seem to have any damage.
5. Number of PG&E Gas meters: I observed two electric and two gas meters on the outside of the dwelling.

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

Dated: July 31, 2017



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

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T17-0116 RJ/SK

RECEIVED  
CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM

<b>CITY OF OAKLAND</b> <b>RENT ADJUSTMENT PROGRAM</b> Mail To: P. O. Box 70243 Oakland, California 94612-0243 (510) 238-3721	For date stamp. 2017 FEB 22 PM 12:43
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**Please Fill Out This Form As Completely As You Can. Failure to provide needed information may result in your petition being rejected or delayed.**

**TENANT PETITION**

**Please print legibly**

Your Name Maria Zamora	Rental Address (with zip code) 2032 47th Ave Oakland, CA 94621	Telephone ( 5 1 0 ) 7 1 2 - 6 1 2 1
Your Representative's Name NA	Mailing Address (with zip code)	Telephone
Property Owner(s) name(s) Walter Telles	Mailing Address (with zip code) 2040 E 15th Street Oakland, CA 94606	Telephone

Number of units on the property: 2

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

**I. GROUNDS FOR PETITION:** Check all that apply. You must check at least one box. For all of the grounds for a petition see OMC 8.22.070 and OMC 8.22.090. **I (We) contest one or more rent increases on one or more of the following grounds:**

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

\* TENANT IS MONOLINGUAL SPANISH

Tenant Petition, effective 1-15-15

SPEAKER & REQUESTS INTERPRETER\*

000054

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

Date you moved into the Unit: approx 1995 Initial Rent: \$ 1200 /month

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

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

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

Date Notice Served (mo/day/year)	Date Increase Effective (mo/day/year)	Amount Rent Increased		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

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

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

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

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

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

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

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

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

*Abdulla Zamora*

Tenant's Signature

Date

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

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

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

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

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

Tenant's Signature

Date

**VI. IMPORTANT INFORMATION:**

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

**File Review**

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

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

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



**Addendum A-Decrease in Services**

Description of Decreased Service	Approximate Date this Service was Lost	Date Tenant Notified Landlord and how	Date fixed, if any	Estimated Value to Loss of Service
1. Severe water leak in the closet wall which causes flooding when it rains.	2012	Notified owner verbally in 2012	NA	10%
2. Water leaks through floor in bathroom when it rains.	2015	Notified owner verbally in 2015	NA	10%
3. Mold infestation in carpet due to water damage and it sinks when you step on it.	2013	Notified owner verbally in 2013	NA	5%
4. The refrigerator does not work properly.	Approx February 2016	Notified owner verbally in approximately February 2016	NA	5%
5. There is a broken window.	December 2016	Notified owner verbally in December 2016	NA	5%
6. There is a cockroach and rats infestation in the property.	2013	Verbally notified owner in 2013	There are less than there were but it is still a problem.	10%
7. The walls in my bedroom are water damaged and there is mold.	December 2015	Notified owner verbally in December 2015	NA	10%

**Addendum B - Changed Conditions**

1. I am paying the gas utilities for my apartment and the other apartment.
2. Now there is only one heater for the two apartments.
3. Now the upstairs tenant has control over turning my water on and off.