

HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD  
REGULAR MEETING

June 14, 2018  
6:00 P.M.  
CITY HALL, HEARING ROOM #1  
ONE FRANK H. OGAWA PLAZA  
OAKLAND, CA

AGENDA

CONSIDERATION OF APPEALS WILL NOT START BEFORE 7:00 p.m.

1. CALL TO ORDER
2. ROLL CALL
3. Board Training
4. CONSENT ITEMS
  - i. Approval of Minutes
    - a. April 26, 2018
  - ii. Minutes Available for Review
    - a. April 19, 2018
    - b. May 10, 2018
    - c. May 17, 2018
5. OPEN FORUM
6. NEW BUSINESS
  - A. Appeal Hearings in:
    - 1) T16-0076, Lee v. Millar
    - 2) T17-0305, Mountain v. CNML Crescent
    - 3) L16-0065, DODG Corporation v. Tenants
7. SCHEDULING AND REPORTS
8. ADJOURNMENT

2018 JUN -6 PM 3:38

FILED  
OFFICE OF THE CITY CLERK  
OAKLAND

**Accessibility.** 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。

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

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

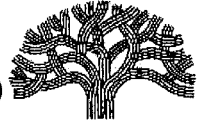
**Foreign language interpreters** may be available from the Equal Access Office (510) 239-2368. Contact them for availability. Please refrain from wearing **strongly scented products** to this meeting.

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P.O. BOX 70243, OAKLAND, CA 94612-2043

Department of Housing and Community Development  
Rent Adjustment Program

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

## OUTLINE FOR BOARD TRAINING June 14, 2018

### 1. Substantive Law

- Rent Increases
  - Allowable Increases without Petition
    - CPI
    - Banking
  - Petition/Pre-approval Required after 2/1/17
    - Capital improvement
    - Increased housing service costs
    - Uninsured repair costs
    - Fair return
- Most Common Types of Petitions
  - Capital Improvement Petitions (Owner)
    - Improvement eligible as capital improvement
      - Capital improvement v. deferred maintenance (Regulation Appendix 10.2.2.4.b)
      - E.g. replacement of leaky roof v. repairs to ceiling or walls damaged through leaky roof
      - E.g. visible problems or could be seen through reasonable inspection
    - Amortization period-expiration-penalty
    - Rent increase limitations-imputed interest
  - Exemptions (Owner)
    - Local exemptions
      - New construction
        - Built after 1/1/1983 or

- Converted from entirely non-residential space
  - Substantial rehabilitation
    - 50 percent cost of new construction
    - Moratorium in effect
  - Government-subsidized housing
  - Owner-occupied duplex/triplex
  - Costa-Hawkins (SFR, condos)
  - Owner may also raise exemptions in response to tenant petitions
- Unlawful Rent Increase (Tenant)
  - Less common with flipping of petitions
  - RAP notice
  - Time to file petition
    - 90 days if RAP notice given with notice
    - 120 days if RAP notice not provided with notice
- Decreased Housing Services (Tenant)
  - Habitability problems
  - Decrease in services provided at commencement of tenancy
  - Time to file petition
    - Discrete decrease – later of 90 days of the decrease or 90 days after given RAP notice
    - Ongoing problems – any time
- All petitions
  - Business license/RAP fee?
  - RAP notice given?
  - Tenant current on rent or lawfully withholding rent?
  - Calculation of overpayments/underpayments
  - Response due within 30 days after service by Rent Program
- Petition processing
  - Evidence submitted 14 days before hearing
- Just Cause for Eviction

## 2. Board Procedures

- Robert's Rules
- Board Function
  - Legislative

- Brown Act/Sunshine Ordinance
- Appeals
  - Due process
  - Brown Act/Sunshine Ordinance
  - Board members as neutral arbiters
  - Backlog-Michele Byrd, Director of Housing and Community Development

### 3. Appeal Procedures

#### 1. Preliminary Review of Appeals:

- Appeal is reviewed by Program Manager;
- Appeal form and attachments may not exceed 25 pages;
- Untimely appeals are dismissed;
- Timely appeals are reviewed by Hearing Officer for possible clerical errors;
- A Corrected Decision is issued in case of clerical errors;
- Decision can be set aside and a new hearing scheduled if the appellant has “good cause” for non-appearance;
- If it is decided that the appeal should go to the Board, a tentative date is set in the database;
- Either party can request a one-time postponement for good cause; postponements are approved by the Program Manager. Additional postponements granted only under exceptional circumstances.

#### 2. Appeal Process:

- Oral arguments – each party has 15 minutes – 5 for opening, 5 for rebuttal, 5 for questions from the Board (or Appeal Panel); the Board may extend or reduce time in a particular case, so long as each party has equal time;
- Board may only decide the appeal on the issues raised in the appeal pleadings;

- Substantial evidence standard.
  - Not reweighing the evidence.
  - Is there sufficient evidence to support the decision without considering contrary evidence.
- De Novo standard for interpretation of law.
- The Board may not hear any new evidence at the appeal hearing. The Board is not hearing the matter *de novo* – only deciding whether the original decision was properly conducted or considered;
  - Exception: board schedules a new evidentiary hearing-e.g.-if evidence not available at underlying hearing
- The Board may overturn the hearing officer's decision, approve the decision, or remand the case back to the Hearing Officer to allow for certain evidence to be admitted or considered or to apply a different legal standard;
- *Topanga*
  - Facts and evidence must be logically connected to decision
  - Remand to the HO because ...
  - Connect the dots
- The Board may remand the case back to staff or Hearing Officer for recalculations;
- Appeal Decisions are drafted by Staff;
- Draft decisions are approved by the City Attorney's office;
- Board Decision is final. Appeal is by Writ to Superior Court.

CITY OF OAKLAND  
HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD

Meeting

April 26, 2018

7:00 p.m.

City Hall, Hearing Room #1

One Frank H. Ogawa Plaza, Oakland, CA

MINUTES

1. CALL TO ORDER

The HRRRB was called to order at 7:26 p.m. by Board Chair Jessie Warner

2. ROLL CALL

MEMBER	STATUS	PRESENT	ABSENT	EXCUSED
U. Fernandez	Tenant			X
D. Mesaros	Tenant	X		
T. Mason	Tenant alt.		X	
Ed Lai	Homeowner			
R. Stone	Homeowner	X		
M. Cook	Homeowner	X		
J. Warner	Homeowner	X		
K. Friedman	Landlord			X
B. Scott	Landlord Alt.	X		
D. Madison	Landlord Alt.		X	

Staff Present

Kent Qian Deputy City Attorney  
Barbara Kong-Brown Senior Hearing Officer

3. CONSENT ITEMS

a . Approval of Minutes for March 29, 2018

M. Cook moved to approve the minutes. R. Stone seconded. The Board voted as follows:

Aye: M. Cook, D. Mesaros, R. Stone, J. Warner, B. Scott  
Nay: 0  
Abstain: None

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The motion passed by consensus.

#### 4. OPEN FORUM

- a. Leah Simon-Weisberg
- b. Leni Papalonkas
- c. Grant Rich
- d. Dana Aronson
- e. Jenny Nigro
- f. Christina Robinson
- g. Alex Nigro
- h. Dominique Nigro
- i. Mary Kallock
- j. Kelly Phillips
- k. Jackie Zanen
- l. James vann
- m. Kari Napoli
- n. Susan Schacher
- o. Lydia Henkel
- p. Kendra Edwards
- q. Sarah Hoover
- r. Joni smith
- s. Grace Bean
- t. Elina Greenbergt
- u. Chelsea Harrigan
- v. Tom Deckert

#### 5. NEW BUSINESS

- i. Staff presented a Memo to the Board regarding case L15-0008 in response to the Board inquiry of what information is provided to landlords regarding Substantial Rehabilitation cases and to provide copies of cases L15-0008, Nguyen v. Tenants, and T-04-0158 entitled Ullman v. Breen
- ii. Hearing in appeal cases:
  - a. L16-0094 Wiebe v. Tenants

Appearances: There was no appearance by the owner

J. Warner moved to dismiss the appeal pending a showing of good cause. B. Scott seconded.

The Board voted as follows;

Aye: M. Cook, R. Stone, B. Scott, J. Warner, D. Mesaros  
Nay: 0  
Abstain: None

The motion passed by consensus

b. L16-0048, Truckee Zurich place LLC v. Tenants

Appearances: Clifford Fried, Esq. Landlord Appellant  
Representative  
Jackie Zenari Tenant Appellee Representative

Ms. Kong-Brown recused herself from participating in this appeal.

Landlord appeal

The owner appeals from denial of an exemption for a four unit building on the basis of substantial rehabilitation. The hearing decision determined that the owner failed to submit proof of permits; the project was not completed within 2 years without good cause; and there was no proof of payment for specific work on the project.

The owner contends that there is past precedent for granting capital improvements without invoices. In T09-0138, Peterson v. Krause, the landlord had very little documentation due to passage of time. The hearing officer accepted \$100,000 of undocumented expenses, which represented 2/3 of the amount the owner spent. In the second case, T17-0122, Westly v. Tenants, some of the owners were contractors and the hearing officer allowed cancelled checks from the bank as proof of payment. The owner also had good cause for not being able to complete the work within a 2 year period.

The Board should allow interim adjustments due to the excessive delay from when the petition was filed, December 2015, and the hearing decision was not issued until July 2017.

The tenant representative contends that the owner did not provide documentation of the required expenditures to qualify for an exemption based on substantial rehabilitation. The owner paid himself for the work and there is very little evidence of the cost of the work. He did not provide any invoices from vendors or building records. He moved a sum of money from his company to another company that he owns. During the hearing there was no evidence to show why the work took seven years and he cannot submit new information now. Running out of money is not good cause.

The Appeal Panel recently held in the Oakvel case that invoices and proof of payment is required.

After questions to the parties and Board discussion, R. Stone moved to affirm the Hearing Decision on the grounds that the owner did not complete the work within a two year period and did not provide documentation of the expenses. D. Mesaros seconded. The Board voted as follows:

Aye: M. Cook, R. Stone, J. Warner, D. Mesaros  
Nay: 0  
Abstain: B. Scott

The motion carried.

c.L15-0073, 525-655 Hyde Street LLC v. Tenants

Appearances: Stanley Amberg, Esq. Tenant Appellant  
Clifford Fried, Esq. Landlord Representative

This is both an owner appeal and a tenants' appeal by four tenants. The owner petition for capital improvement pass-throughs was partially granted. The owner contends that the costs of the sliding door was left out and three units were cut off from the Hearing Decision in identifying which units were subject to the capital improvement pass-through.

He also contends that the hearing officer used an incorrect date for the 24 month completion period. The petition was filed December 2015 and the hearing officer used March 1, 2016, the effective date of the proposed rent increase, to exclude any costs that were not paid within 24 months, from March 1, 2014.

Appeal of Tenant Penalozza, Unit 204

The owner contends that tenant Penalozza never filed a response or appeared in the underlying hearing and her appeal should be dismissed.

Appeal of Tenant Amberg-Procedural Issue

The owner contends that tenant Amberg's appeal should be dismissed because she did not file a response to the landlord petition. Tenant Amberg contends that she did not file a response because there was mail fraud and her explanation should be considered a response to the owner's petition.

Appeal of Tenants Fernando and Kate Garcia, Todd McMahon and Mari Oda, & Julie Amberg

The tenants contend that the landlord petition was not filed until January 2017 when all documents were submitted because the petition was not completed until then. The owner petition states that it should include itemized capital improvements, the

affected units, the cost for each unit, and organized documentation. This information was not included in the owner petition that was filed in December 2015 and this is a denial of due process.

The capital improvement pass-through for the two balconies and exterior wall should be excluded because the work was needed due to dry rot.

The owner representative stated that the landlord response to one of the tenant appeals filed on September 14, 2017, was omitted from the Board agenda packet and was not considered by the Board, which raises a due process issue. Staff advised the Board that the landlord response of September 14, 2017, was inadvertently omitted from the Board Agenda Packet because there were two responses to two tenant appeals and staff thought there was only one response.

After Board discussion and questions to the parties J. Warner recommended a recess for the Board to consider the Owner's 9/14/17 response to the tenants' appeal. C. Fried objected to the recess on the grounds of due process and requested that the Board have sufficient time to review the response and continue the Appeal Hearing to another date.

R. Stone moved for a limited remand to the hearing officer for a more detailed decision with appropriate findings on deferred maintenance, and cite to applicable precedent, to explain the difference between deferred maintenance and a capital improvement and what should be allowed and what should be denied so the Board can be more informed about her decision. The hearing is continued pending receipt of the hearing officer's decision on limited remand. B.Scott seconded.

The Board voted as follows:

Aye: M. Cook, D. Mesaros, R. Stone, J.Warner, B. Scott  
Nay: 0  
Abstain: None

The motion was approved by consensus.

iii. Extension of Board Meeting

R. Stone moved to extend the Board meeting past 10:00 p.m. J. Warner seconded.

The Board voted as follows:

Aye: D. Mesaros, R. Stone, J.Warner  
Nay: 0  
Abstain: M. Cook, B. Scott

The motion carried.

## 6. SCHEDULING & REPORTS

### a. Board Training

A Board training is scheduled for June 14, 2018, commencing at 6:00 p.m. Outreach will be made to all board members, including alternates to attend this meeting.

## 7. ADJOURNMENT

The meeting was adjourned by consensus at 10:00 p.m.

CITY OF OAKLAND  
HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD

PANEL MEETING  
April 19, 2018  
7:00 p.m.  
City Hall, Hearing Room #2  
One Frank H. Ogawa Plaza, Oakland, CA

MINUTES

1. CALL TO ORDER

The HRRRB Panel was called to order at 7:03 p.m. by Panel Chair, Kevin Blackburn.

2. ROLL CALL

MEMBER	STATUS	PRESENT	ABSENT	EXCUSED
Ubaldo Fernandez	Tenant	X		
K. Blackburn	Homeowner	X		
K. Friedman	Owner	X		

Staff Present

Luz Buitrago	Deputy City Attorney, Office of the City Attorney
Linda M. Moroz	Hearing Officer, Rent Adjustment Program

3. OPEN FORUM

No speakers.

4. NEW BUSINESS

- i. Appeal Hearing in cases:
  - a. T17-0152; Holt v. Tang  
T17-0313; Holt v. Tang
  - b. T16-0734; Beard v. Stewart

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**a. T17-0152 & T17-0313; Holt v. Tang**

Appearances:

Anthony Holt            Tenant Appellant

Chao-Hun Tang        Owner Appellee

Tenant appealed the Hearing Decision which denied the claim for decreased housing services.

Board Discussion

The tenant submitted a handwritten statement with the appeal when the appeal was filed. The attachment was omitted from the packet and was not served on the owner. The Board recommended that the tenant reads his handwritten statement into the record but the owner objected to the statement to be read into the record by the tenant. K. Blackburn moved to continue the case. U. Fernandez seconded.

The Board panel voted as follows:

Aye: U. Fernandez, K. Blackburn, K. Friedman

Nay: 0

Abstain: 0

The Motion passed.

**b. T16-0734; Beard v. Stewart**

Appearances:

Nancy M. Conway        Attorney for Tenant Appellant

Gregory McConnell     Representative for Owner Appellee

Tenant appealed the Hearing Decision but the appeal was filed one day after the deadline. The only issue for the panel is to decide whether there is good cause in one-day delay in filing of the appeal.

Board Discussion

After arguments made by both representatives and Board discussion, U. Fernandez moved to allow the appeal to go forward based on finding of good cause consistent with the language in the ordinance regarding delay due to tenant's counsel medical emergency. K. Blackburn seconded.

The Board panel voted as follows:

Aye: U. Fernandez, K. Blackburn, K. Friedman  
Nay: 0  
Abstain: 0

The Motion passed.

**5. SCHEDULING AND REPORTS**

None.

**6. ADJOURNMENT**

The meeting was adjourned at 7:52 p.m.



CITY OF OAKLAND  
HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD

PANEL MEETING  
May 10, 2018  
7:00 p.m.  
City Hall, Hearing Room #1  
One Frank H. Ogawa Plaza, Oakland, CA

MINUTES

1. CALL TO ORDER

The HRRRB Panel was called to order at 7:10 p.m. by Panel Chair, Jessica Warner.

2. ROLL CALL

MEMBER	STATUS	PRESENT	ABSENT	EXCUSED
Jessie Warner	Homeowner	X		
Benjamin Scott	Landlord Alt.	X		
Debbie Mesaros	Tenant	X		

Staff Present

Kent Qian	Deputy City Attorney, Office of the City Attorney
Barbara Kong-Brown	Senior Hearing Officer, Rent Adjustment Program

3. OPEN FORUM  
No Speakers

4. NEW BUSINESS

- i. Appeal Hearing in cases:
  - a. T16-0076, Lee v. Millar
  - b. T16-0076, Prager v. Lagos

**a. T16-0076, Lee v. Millar**

000017

The tenant objected to Rent Board Member Benjamin Scott's participation in consideration of her appeal due to a conflict of interest. The case was taken off calendar and will be re-scheduled.

**c. T16-0683, Prager v. Lagos**

Appearances	Panos Lagos	Owner Appellant Representative
	Mark Prager	Tenant Appellee

The owner appealed from a hearing decision which denied his petition for an exemption from the Rent Adjustment Program based on new construction. Prior to 1986, there was a single family residence on the property. The prior owner demolished the single family residence and constructed a 10 unit apartment building. The City issued a Certificate of Occupancy for the subject property in 1986.

The Hearing Decision stated that in order to qualify for the new construction exemption the new construction had to be created from space not already being used for residential purposes. The rationale used was that the owner did not provide any evidence regarding the footprint of the prior single family residence so there was no way to establish that the tenant's unit is new construction.

The owner contends that the grounds relied upon by the hearing officer did not exist, that the footprint envelope was deleted in November 2011, and the hearing officer used a non-existent legal basis for an incorrect ruling.

The tenant contends that in prior substantial rehabilitation cases evidence was needed to show no prior residential use, and he

Board Discussion

There were questions to staff regarding the meaning of the relevant Rent Ordinance regarding new construction contained in Section 8.22.030 A (5) which states in part; "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.

Staff advised that the Board had recently affirmed a hearing decision granting an exemption on a case with similar facts (T16-0377, Buggs v. Bay Property).

J. Warner moved to re-schedule this matter for consideration by the full Board at the earliest date, with a request for a staff report to include a review of standards that hearing officers have applied in prior cases where there was a prior residential use and where the prior building was demolished. B. Scott seconded.

The Board panel voted as follows:

Aye: D. Mesaros, J. Warner, B. Scott  
Nay: 0  
Abstain: 0

The motion was approved by consensus

**5. ADJOURNMENT**

The meeting was adjourned at 7:37 p.m.

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

**PANEL MEETING  
May 17, 2018  
7:00 p.m.  
City Hall, Hearing Room #2  
One Frank H. Ogawa Plaza, Oakland, CA**

**MINUTES**

**1. CALL TO ORDER**

The HRRRB Panel was called to order at 7:04 p.m. by Panel Chair, Robert Stone.

**2. ROLL CALL**

MEMBER	STATUS	PRESENT	ABSENT	EXCUSED
Ubaldo Fernandez	Tenant	X		
Robert Stone	Homeowner	X		
Karen Friedman	Owner	X		

Staff Present

Luz Buitrago	Deputy City Attorney, Office of the City Attorney
Linda M. Moroz	Hearing Officer, Rent Adjustment Program

**3. OPEN FORUM**

No speakers.

**4. NEW BUSINESS**

- i. Appeal Hearing in cases:
  - a. L17-0024, Cordaro v. Tenants
  - b. T17-0116, Zamora v. Telles

**a. L17-0024, Cordaro v. Tenants**

Appearances:

Joseph Cordaro      Owner Appellant

000020

Stephanie Ullman    Tenant Appellee  
Kathleen Jones    Tenant

Owner appealed the Hearing Decision which denied the exemption based on substantial rehabilitation.

Board Discussion

After arguments made by the owner and the tenants, questions to the owner, and Board discussion, U. Fernandez moved to affirm the Hearing Decision based on substantial evidence. K. Friedman seconded.

The Board panel voted as follows:

Aye: U. Fernandez, R. Stone, K. Friedman

Nay: 0

Abstain: 0

The Motion was approved by consensus.

**b.     T17-0116, Zamora v. Telles**

Appearances:

Walter Telles            Owner Appellant

Jackie Zaneri            Representative for Tenant Appellee

Owner appealed the Hearing Decision which granted the claim for decreased housing services with respect to mold.

Board Discussion

After arguments made by the owner, the tenant's representative, and questions to the parties, U. Fernandez moved to affirm the Hearing Decision based on substantial evidence. K. Friedman seconded.

The Board panel voted as follows:

Aye: U. Fernandez, R. Stone, K. Friedman

Nay: 0

Abstain: 0

The Motion was approved by consensus.

**6.     ADJOURNMENT**

The meeting was adjourned at 7:52 p.m.

## CHRONOLOGICAL CASE REPORT

Case Nos.: T16-0076

Case Name: Lee v. Millar

Property Address: 848 Erie Street, #2, Oakland, CA

Parties: Mary E. Lee (Tenant)  
Bruce Millar (Former Property Owner)  
Carolyn S. Millar (Former Property Owner)  
Dixon Family Trust (Property Owner)

### TENANT APPEAL:

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

2016 JUL -6 PM 11:35

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

**APPEAL**

Petitioner's Name  
**MARY E. LEE**

Landlord  Tenant

Property Address (Include Unit Number)  
**848 ERIE ST., #2  
OAKLAND, CA 94612-2205**

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

Case Number  
**716-0076**

Date of Decision appealed  
**6/17/16**

Name of Representative (if any)

Representative's Mailing Address (For notices)

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

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

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

8. **You must serve a copy of your appeal on the opposing party(ies) or your appeal may be dismissed.** I declare under penalty of perjury under the laws of the State of California that on July 6, 2016, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

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

<i>Mary E. Lee</i>	<i>July 6, 2016</i>
<b>SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE</b>	<b>DATE</b>

**IMPORTANT INFORMATION:**

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

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



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

I am appealing the decision based on many reasons;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- f) December 22, 2015-Bruce G. Millar refused to fix kitchen pipe leak which flooded the kitchen floor. The Code Compliance officer wanted to speak with the landlord first, so I gave Mr. Millar's phone number. Upon this conversation, Mr. Shintz did not spend even 60 seconds in my apartment nor look at the pipe. Instead he kept saying that, "you're going to get evicted!" This happened on Christmas Eve, which left me very depressed and in bed all day without being able to fix anything to eat, despite being very hungry. At the urging of a friend, I went to Church for the Christmas Caroling, which helped greatly.
- g) Mr. Shintz contacted Adult Protective Services to help me. Adult Protective Services, Taurus and Stephanie (Supervision) was very helpful and supportive and said that my apartment is considered uninhabitable since Mr. Millar left me without a cooking appliance for two years. They had seen my apartment and advised me to **not move**. They had believed that Mr. Millar was going to knock out the kitchen cabinet and replace them and the kitchen tiling that had been there forever and was chipping. However this was not done, yet Mr. Millar would call this a renovation. Contrary to Mr. Miller's letter, again, he grossly exaggerated and turns the situation around to make himself look shiny and be damning to me, he claims that apartment has been condemned. I don't believe the apartment has been condemned, however Adult Protective Services got approval of their supervisor to be a witnesses on my behalf in court, should we needed to go with the Eviction Defense Center.
- h) Based on my reading of Mr. Millar's letter to the Rent Adjustment Program in defense of himself, he claims that the apartment was condemned (13P-Landlord evidence as produced during hearing). It was never condemned! He should know when it is condemned. He is very familiar with real estate, I am not! He then twist and with a big strength of his imagination falsely claims that the Supervisor, Stephanie at Adult Protective Services and her worker Taurus Johnson was claiming that the state of my apartment was uninhabitable. **They were not!** They were making reference to the stove being unusable as did other acquaintances who owns lots of property, to be without a stove for two years leaves the apartment uninhabitable. It's ironic, that Mr. Millar would choose to turn off the stove in September when it was cleaned, although right after a claim filed with the RAP rather than other times.

- i) Additionally, the refrigerator was purchased with my own funds. Mr. Millar had no right to neither take pictures of that nor even open it, as he has. More importantly, he donated my refrigerator for this refurbished used refrigerator that is more than **3 years old**. It initially did not work and perished my new good food and ice cream until I called and had them fix it in March 2016. He traded my refrigerator in for this one, without my permission. Is this nerve or what? He does not honor boundaries. Then on the day that the refurbished one was to be delivered, I could not stay home due to Mr. Millar's worker Francisco's hostility and physical abuse. I had told Santos (the other worker) to have the food from the old refrigerator moved into the new one. However, Mr. Millar took all of that food.
  
- j) By the way, the new stove that Mr. Millar furnished is a 2012 stove purchased in 2016. I do appreciate this refurbished refrigerator and stove though. It is just Mr. Millar's unethical presentation of his evidence and ill gotten means of achieving it.
  
- k) In June 2015, I would get a letter from Mr. Millar's attorney and then again in July duplicating the same letter, only the cover letter changes a bit. I responded by writing Mr. Millar's attorney with a long letter detailing my experience during my tenancy and Mr. Millar's harassment. Finally, I sent a letter from my **therapist** and then from a **hoarder's group** that I was attending and doing homework for requesting more time.
  
- l) Although, Mr. Millar is now claiming that he has continually sent letters to me to clean up, he had not. Just the hand written letter sent to me in June 2014. Upon, that letter, I really tried to clean up and do it a little at a time, as being overwhelmed will defeat the purpose, also recommended by the Hoarder's group.
  
- m) During the month of August, I cleared the living room up for the workers to come in and demolish that deck, as per request of the landlord and I was timely. Whether Mr. Millar had the workers come through my living room rather than demolish the deck from the outside is a question as to whether he chose that route as a method of harassment. My neighbor whose familiar with construction work, says that the workers did not have to come through my living room and tromping through my carpeting, rather they could have demolished it from the outside.

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

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

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

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

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



P.O. BOX 70243, OAKLAND, CA 94612-2043

CITY OF OAKLAND

Department of Housing and Community Development  
Rent Adjustment Program

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

**HEARING DECISION**

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

**SUMMARY OF DECISION**

The tenant's petition is denied.

**CONTENTIONS OF THE PARTIES**

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

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

000032



- Bathroom vanity
- Inadequate hot water

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

### THE ISSUES

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

### EVIDENCE

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

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

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

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

Mr. Millar testified that in September 2014, he was in the tenant's unit to inspect window installation. While there, he went into the kitchen, and saw that the top of the stove was covered with grease, as well as various objects. Mr. Millar turned off the gas line to the stove. He then sent a letter to the tenant, dated September 27, 2014.<sup>3</sup> The letter states, in part: "I also checked out your kitchen as I have written to you many times about its condition and you have promised many times to clean it up. I turned off the gas to the stove. This was done in the interest of

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

<sup>2</sup> Exhibit No. 1B.

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

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

Mr. Millar submitted photographs of a portion of the kitchen including the stove that were taken on May 20, 2014 and July 15, 2015.<sup>5</sup> Both of these photos reflect various items, including cooking utensils and plastic bags on top of the stove – which appears to be very dirty – as well as what can only be described as garbage nearly covering the floor and piled on an adjacent counter.

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

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

Kitchen floor: The tenant testified that the kitchen floor surface was in such poor condition that she was unable to clean it. She submitted a photograph that reflects a filthy, crumbling floor surface.<sup>8</sup> In addition to those photographs mentioned above, the owner also submitted photographs of the kitchen counter and a large area of the floor that were taken on September 25, 2015.<sup>9</sup> These photos reflect a pile of what can only be described as debris approximately 2 feet high on the counters, and so much of what appears to be garbage on the floor that it is not possible to see the floor surface.

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

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

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

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<sup>4</sup> Exhibit No. 13C.

<sup>5</sup> Exhibit Nos. 10A & 10B.

<sup>6</sup> Exhibit Nos. 2A & 2B.

<sup>7</sup> Exhibit Nos. 10D and 12B.

<sup>8</sup> Exhibit No. 3.

<sup>9</sup> Exhibit No. 10E.

<sup>10</sup> Exhibit Nos. 11A & 11B.

Walls: The tenant testified that the walls were never painted, and they became stained due to steam from the bathroom and an accumulation of dust.

Bathroom vanity: The tenant testified that the bathroom vanity cabinet had become dilapidated over the years. She submitted a photograph that reflects chipped and peeling paint on several surfaces of the cabinet. The cabinet was replaced as part of a bathroom remodel as of March 8, 2016, as reflected in photographs taken that day.<sup>11</sup>

Hot water: The tenant dismissed this claim at the Hearing.

Photographs: Copies of photographs of the unit mentioned above are attached to this Decision, as Attachments "A" through "E."

Answer to Unlawful Detainer Complaint: The owner submitted a copy of a document entitled "Answer to Complaint" bearing Case No. RG15-780571 in an Alameda County Superior Court action entitled "Bruce G. Millar et al. v. Mary Lee." This document bears the tenant's name as "Defendant in Pro Per," and is attached to a Proof of Service to the owners' lawyer dated August 6, 2015.<sup>12</sup>

Paragraph 3 of this document states, in part: "Plaintiff has breached the warranty of habitability. The habitability defects include but are not limited to: inadequate weatherproofing on doors and windows; defective heater; no operable stove or oven; . . . dilapidated flooring; cracks and holes in walls; peeling paint; . . . ant/insect infestation; dilapidated vanity in bathroom; dilapidated kitchen sink."

Court Stipulation: On November 20, 2015, the parties entered into a written Stipulation for Judgment and Settlement Agreement (Unlawful Detainer Action) in the above captioned case, which was approved by a Judge of the Superior Court.<sup>13</sup> This Stipulation provided, among other things, that the tenant pay back rent, clean the unit, and allow the owner to make regular inspections of the unit.

### **FINDINGS OF FACT AND CONCLUSIONS OF LAW**

RAP Notice: It is found that the tenant received the RAP Notice on July 29, 2014.

Unlawful Detainer Action: This case was concluded by the Stipulation signed on November 20, 2015. This date was before the tenant filed her petition and, therefore, the Answer and Stipulation have no effect upon the tenant's claims of decreased housing services after that date.

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<sup>11</sup> Exhibit Nos. 11A & 11B.

<sup>12</sup> Exhibit Nos. 8A through 8E.

<sup>13</sup> Exhibit Nos. 9A through 9F

Decreased Housing Services: Under the Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent<sup>14</sup> and may be corrected by a rent adjustment.<sup>15</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. A tenant will only be given relief for an owner's failure to make repairs if an owner has notice of a problem, a reasonable opportunity to do the needed work, and access to the appropriate area of the rental unit.

There is also a time limit for claiming decreased housing services. A tenant petition must be filed within 60 days after the date of service of a rent increase notice or change in the terms of a tenancy or the date the tenant first receives the RAP Notice, whichever is later.<sup>16</sup> However, when a tenant complains of ongoing problems with his or her unit, the Board has declared that such claims should not be completely denied if the tenant received the RAP Notice more than 60 days before the petition was filed.

The tenant first received the RAP Notice in the year 2014, far more than 60 days before filing her petition on February 5, 2016. Therefore, in accordance with the Regulations and Board decision,<sup>17</sup> the tenant can only be granted relief on her claims for decreased housing services beginning 60 days before the date on which she filed her petition. Allowable claims of decreased housing services therefore begin on December 5, 2015.

Stove: It is found that, when the owner disconnected the gas service to the stove, the condition of the stove, and the objects in and around it, presented an obvious fire hazard. Therefore, under these particular circumstances, the owner was justified in turning off the gas until such time as a new stove could be safely installed in the kitchen. The claim is denied.

Stove Pipe: A tenant is responsible for the routine cleaning of his or her unit. If the stovepipe was dirty, it was not the owners' duty to clean it, and the claim is denied.

Walls: Cleaning of walls is also the responsibility of a tenant, and the claim is denied.

Kitchen Floor: The photograph submitted by the tenant indeed reflects disintegration of the linoleum surface. However, the tenant's testimony that she was therefore unable to clean the floor is belied by the fact it would appear from the photographs that no portion of the unit had been cleaned for many months, if not years. Those portions of the floor that were not covered with debris appear to be absolutely filthy. Therefore, under these circumstances, the condition of the floor had no effect upon the tenant's housing services, and the claim is denied.

Spiders and Ants: In view of the condition of the unit before it was renovated, it is not surprising that insects and other pests would have found a home there. The claim is denied.

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<sup>14</sup> O.M.C. Section 8.22.070(F)

<sup>15</sup> O.M.C. Section 8.22.110(E)

<sup>16</sup> O.M.C. Section 8.22.090(A)(2)

<sup>17</sup> Appeal Decision in Case No. T09-0086, Lindsey v. Grimsley, et al.

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

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

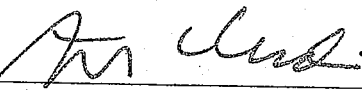
Walls: Given the condition of the unit before renovation, it is would be surprising if the walls were not stained. Further, cleaning of walls is the responsibility of a tenant. The claim is denied.

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

### ORDER

1. Petition T16-0076 is denied.
2. Right to Appeal: **This decision is the final decision of the Rent Adjustment Program Staff.** Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) calendar days after service of the decision. The date of service is shown on the attached Proof of Service. If the Rent Adjustment Office is closed on the last day to file, the appeal may be filed on the next business day.

Dated: June 17, 2016



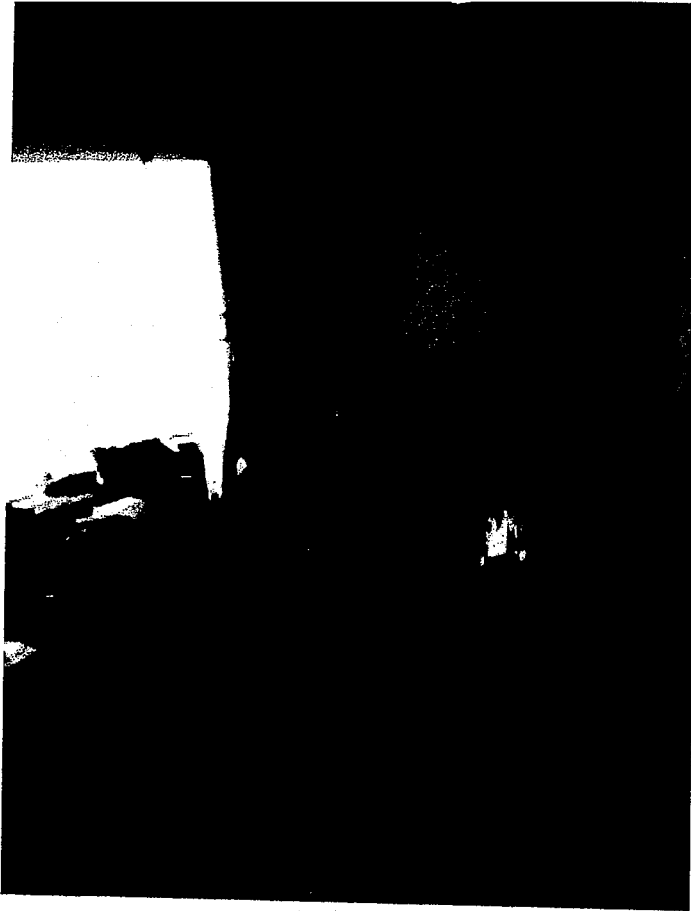
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Stephen Kasdin  
Hearing Officer  
Rent Adjustment Program



000038

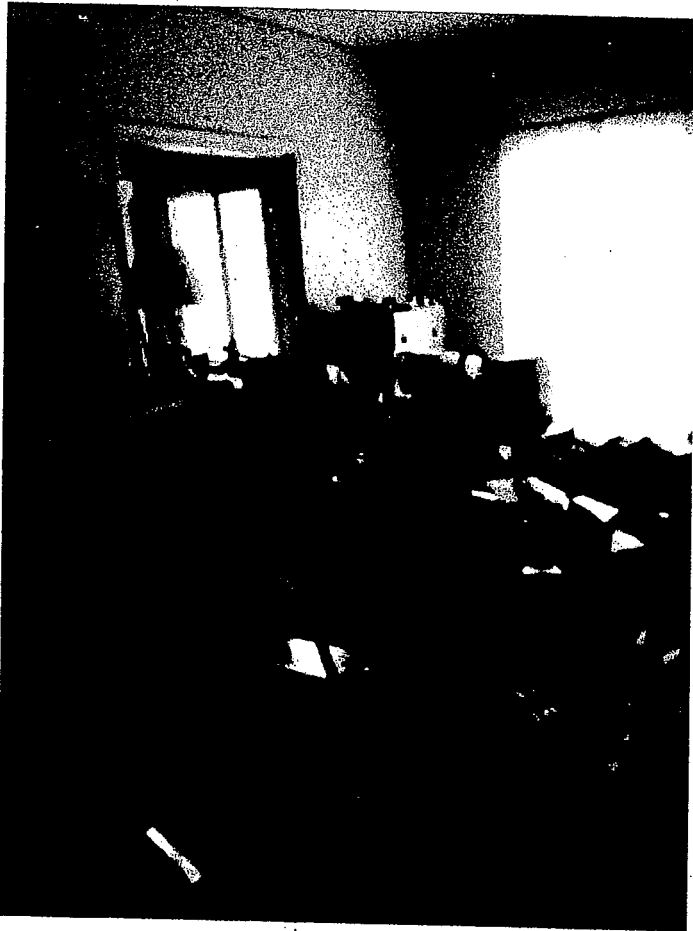
ATTACHMENT 24M



5/20/14



7/15/15



000039

ATTACHMENT "B"

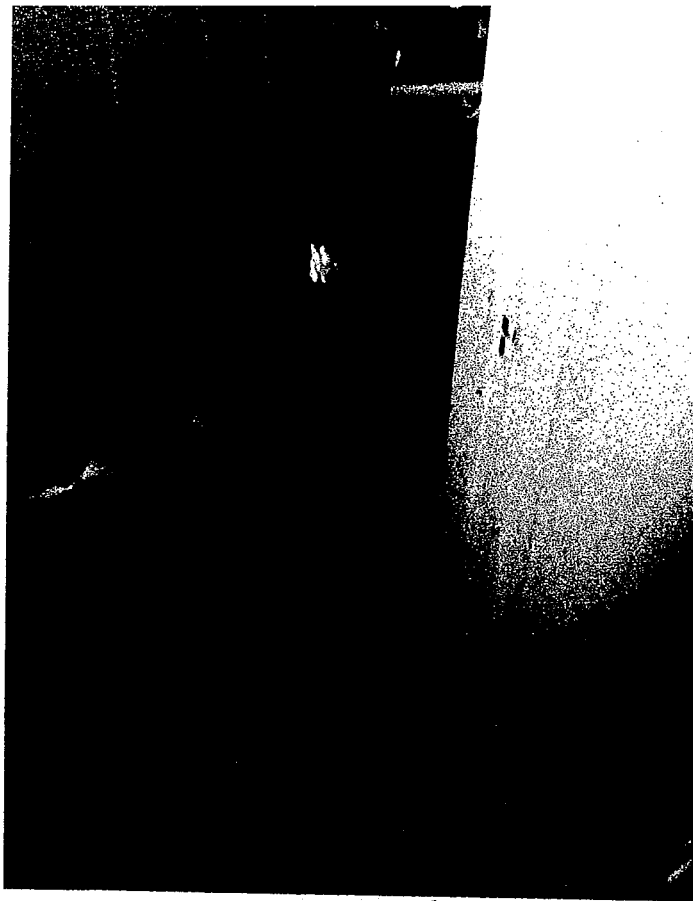


000040 ATTACHMENT "C"





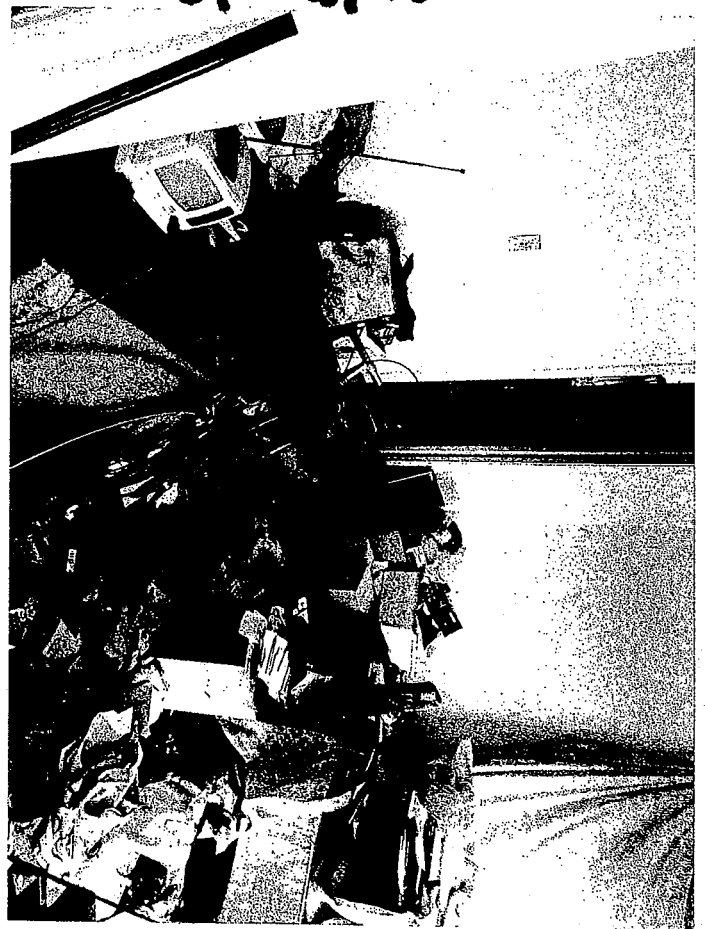
000041 ATTACHMENT "A"



8/26/15



8/26/15



000042 ATTACHMENT "E"

# PROOF OF SERVICE

Case Number T15-0076

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

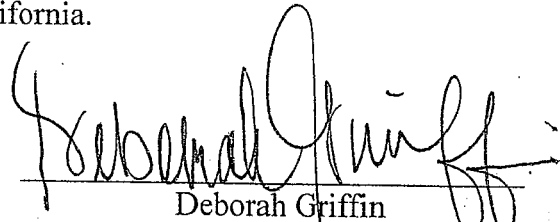
Today, I served the attached **Hearing Decision** by placing a true copy of it in a sealed envelope in City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5<sup>th</sup> Floor, Oakland, California, addressed to:

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

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

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

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

  
Deborah Griffin  
Oakland Rent Adjustment Program

000043

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

For filing stamp.

**RECEIVED**

**MAR 17 2016**

**RENT ADJUSTMENT PROGRAM  
OAKLAND**

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

**CASE NUMBER** T 16-0096

**OWNER RESPONSE**

Please print legibly.

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

Have you paid for your Oakland Business License? Yes  No  Number 28045835  
(Provide proof of payment.)

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

There are 4 residential units in the subject building. I acquired the building on 5/15/14.

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

**I. RENTAL HISTORY**

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

The tenant's initial rent including all services provided was \$ 215 / month.

Have you (or a previous Owner) given the City of Oakland's form entitled **NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM ("RAP Notice")** to all of the petitioning tenants? Yes  No  I don't know  If yes, on what date was the Notice first given? 4/02/14

Is the tenant current on the rent? Yes  No

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

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

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

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

**II. JUSTIFICATION FOR RENT INCREASE**

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

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

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

### III. DECREASED HOUSING SERVICES

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

### IV. EXEMPTION

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

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

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

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

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

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

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

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

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

### V. IMPORTANT INFORMATION

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

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

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

**VI. VERIFICATION**

Owner must sign here:

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

*Bruno G. Mellor*  
Owner's Signature

3/04/10  
Date

**VII. MEDIATION AVAILABLE**

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

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

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

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

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

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date

March 9, 2016

RECEIVED

MAR 17 2016

OAKLAND RENT ADJUSTMENT

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

To Whom It May Concern,

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

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

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

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

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

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

Sincerely,



Bruce G. Millar

Enclosure: Letters  
Legal documents  
Photos

000049

T16-0076 RC/SK

<p><b>CITY OF OAKLAND</b>  <b>RENT ADJUSTMENT PROGRAM</b>          Mail To: P. O. Box 70243          Oakland, California 94612-0243          (510) 238-3721</p>	<p>For date stamp. <b>ARBITRATION PROGRAM</b>          2016 FEB -5 PM 4:41</p>
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**Please Fill Out This Form As Completely As You Can.** Failure to provide needed information may result in your petition being rejected or delayed.

**TENANT PETITION**

Please print legibly

Your Name <i>MARY E. LEE</i>	Rental Address (with zip code) <i>848 - ERIE ST. #2 OAKLAND, CA.</i>	Telephone <i>10-2205</i>
Your Representative's Name <i>N/A</i>	Mailing Address (with zip code) <i>N/A</i>	Telephone <i>N/A</i>
Property Owner(s) name(s) <i>Bruce G. Melan</i>	Mailing Address (with zip code) <i>P.O. Box 11165 Oakland, Ca. 94611</i>	Telephone

Number of units on the property: 4

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

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

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

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

Date you moved into the Unit: July 1, 1982 Initial Rent: \$ 215.00 /month

When did the owner first provide you with a written NOTICE TO TENANTS of the existence of the Rent Adjustment Program (RAP NOTICE)? Date: 7/29/14. If never provided, enter "Never."

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

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

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

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

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

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

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

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

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

To have a unit inspected and code violations cited, contact the City of Oakland, Code Compliance Unit, 250 Frank H. Ogawa Plaza, 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.

Mary E. Lee  
Tenant's Signature

Feb. 5, 2016  
Date

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

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

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

2016 FEB 5 PM 4:41  
RENT ADJUSTMENT PROGRAM

**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): \_\_\_\_\_

- 1) **No working oven** since June 25<sup>th</sup>, 2014.  
PG&E – 2 workers working on smart meter turned off my gas to oven. Came into re-light and could not re-light, as a result gave hazard notice. When Bruce G. Millar (in upstairs apartment overheard this and misunderstanding believed that I had called PG&E, he told me to move or we will fight this out in court.) When I filed claim form with PG&E to have my oven re-light, they learned I was not owner and told me to turn over to owner with hazard notice. I was not aware that I needed to make a copy, since, owner never re-light, but continue to make nuisance complaints of not having an immaculate apartment for re-lighting the oven.
  - a) September 28, 2014- Bruce G. Millar came in apartment, while I was not home, and turned off pilot light to top burners. I did not know until I was ready to steam marinated salmon for cooking. I, then called Bruce G. Millar 3 times, without success of a return phone call. I then called PG&E, whom came out and took off the nut to the gas line and wrote hazard notice for owner to replace with a new stove. To date, I do not have use of a stove.
  - b) January 19<sup>th</sup>, 2016 – Adult Protective Services came and inspected my apartment and says it is uninhabitable.
- 2) There's **black grease leaking out** of silver metal pipe leading from the stove to the outside.
- 3) There's grease on walls in the kitchen over the stove-never a paint job since 1974.
- 4) The kitchen floor is not cleanable; it has become paste upon mopping.
  - a) There was a leak in the kitchen sink pipe that Bruce G. Millar refused to fix until I called City of Oakland's Code & Compliance. January 6, 2016.
- 5) There are Black Widow spiders, spiders and a huge ant infestation, all in the kitchen, bathroom, and living room.
- 6) There's missing knobs on cabinet doors, the wood on cabinet drawers are chipping saw dust, rotten away and spitted up and cracked. There's grout that has chipped away on the kitchen since having me worried the sink may drop.
- 7) There's rotten wood windows that won't close well in the dining room and bedroom that he has know of before he bought this building.
- 8) There is chipping and peeling paint in the living room, occupying a fourth of the living room and also in the opposite side of the room. The owner had come in while he suing me for eviction and had someone scrapped the paint onto my clothing on my couch and on the floors without clean up.
- 9) The hall wall has brown walls from steam and dust.
- 10) The bathroom has a rotten vanity and it is unlevelled, consequently I have had to keep 2 sponges on the edge continuously in order for water not to drain onto my neighbor's garage. Bruce G. Millar was going to cite me for these sponges as a clause in his eviction points, until he realized why they were there.
- 11) There is chipped paint and walls are brown from steam and dust in the bathroom.
- 12) The hot water heater does not give enough hot water to complete a short shower.
- 13) These are among some of the items of concern and not just limited to these.

2016 FEB 5 PM 4:41  
CITY OF OAKLAND  
COMMUNITY DEVELOPMENT DEPARTMENT


## CHRONOLOGICAL CASE REPORT

Case Nos.: T17-0305  
Case Name: Mountain v. CNML Crescent  
Property Address: 480 Crescent Street, #306, Oakland, CA  
Parties: Georgina Mountain (Tenant)  
CNML Crescent Properties (Property Owner)

### TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	May 14, 2017
Owner Response filed	August 25, 2017
Hearing Decision issued	August 31, 2017
Tenant Appeal filed	September 19, 2017

000054

 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	2017 SEP 19 12:13 PM	<b><u>APPEAL</u></b>

Appellant's Name GEORGINA MOUNTAIN		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
Property Address (Include Unit Number) 480 CRESCENT # 306, OAKLAND CA 94610			
Appellant's Mailing Address (For receipt of notices) 480 CRESCENT ST #306 OAKLAND, CA 94610		Case Number T17-0305	
		Date of Decision appealed	
Name of Representative (if any)		Representative's Mailing Address (For notices)	

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

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

For more information phone (510) 238-3721.

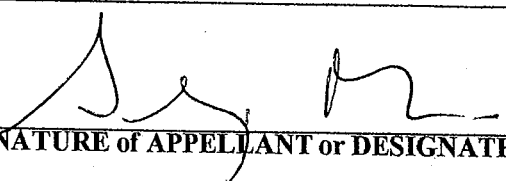
- f)  I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. (In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue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

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

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

I declare under penalty of perjury under the laws of the State of California that on 9/19, 2017, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<b>Name</b>	GEORGINA MOUNTAIN
<b>Address</b>	490 CRESCENT ST. #306
<b>City, State Zip</b>	OAKLAND, CA 94610
<b>Name</b>	
<b>Address</b>	
<b>City, State Zip</b>	

	9/19/17
<b>SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE</b>	<b>DATE</b>

For more information phone (510) 238-3721.

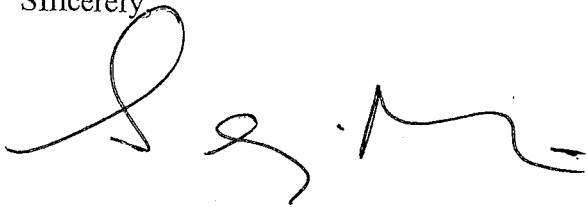


September 18<sup>th</sup>, 2017

The Rent Adjustment Program  
250 Frank Ogawa Plaza, Suite 5313  
Oakland CA 94612-2034

I am enclosing evidence for the appeal of Case No. T17-0305, case title and file name is Mountain v. CNML Crescent Properties LLC. The first piece of evidence is page 13 of the hearing decision on case number L15-0065, CNML Crescent Props.LLC v. Tenants stating that rents where tenants moved in after the date of November 1, 2014 will not be increased. Civil Code Section 1954.53 is cited in the document. The second piece of evidence is the lease agreement stating that the lease commences on May 16, 2015. When referencing the units with no rent increase my unit was excluded from this list for reasons unknown to me – I believe this omittance was made in error.

Sincerely,

A handwritten signature in black ink, appearing to read "G. Mountain", written over a horizontal line.

Georgina Mountain  
480 Crescent St. # 306  
Oakland, CA 94610

000057

before the implementation date of this Ordinance [August 1, 2014] and the Owner reasonably diligently pursues completion of the work.<sup>170</sup>

The changes in the Ordinance apply to both the 70% calculation and the limitation of rent increases to 10% of the current rent. Neither of these limitations applies to a situation in which substantial work was performed and substantial monies paid or liabilities incurred before August 1, 2014.

Units With No Rent Increase: All work was largely completed and paid for by November 1, 2014. State law provides that, with few exceptions – none of which apply here – “an owner of residential real property may establish the initial rent for a dwelling or unit.”<sup>171</sup> Therefore, the rents for the following units – where the tenants moved in after that date – will not be increased, since their initial rents were presumably based upon the condition of the building at the time of move-in. The units are as follows: Units 107, 201, 301, and 305. Further, no rent increase is allowed for the following vacant units, and those with “new tenants”: Units 102, 103, & 303.

Effective Date of Rent Increases: The owner’s petition was filed on October 29, 2015. As an alternative to filing a petition seeking approval for rent increases, the owner could have served rent increase notices upon the tenants. The owner submitted documentation of costs that, if approved, would increase each tenant’s rent by more than 10%. Rent increases greater than 10% require at least 60 days’ written notice.<sup>172</sup> Therefore, the earliest effective date for rent increases would have been January 1, 2016.

Costs Allowed and Disallowed: Pre - August 1, 2014:

Common Areas: Construction of stairways, security gates, the laundry and storage rooms, exterior painting, wood siding and stucco work, water heater installation, concrete work, dry rot repair, and GFCI outlet installation in the total amount of \$256,706 is properly documented. This work meets the standards of the Regulations, and primarily benefits all of the tenants, who live in the subject building. Repair of a pipe is routine maintenance, and the cost is not allowed.

However, the owner submitted documentation showing that payments to Gallagher in the total amount of \$199,400<sup>173</sup> were made before January 1, 2014. This was more than 24 months before the earliest effective date of a rent increase. Therefore, it is proper to deduct \$199,400 from the total costs, reducing the costs to \$57,306. Further, refund checks paid by Gallagher to Lapham Co., which total \$3,500, should also be deducted from the costs, resulting in net costs of \$53,806. Table “A,” attached to this Decision, sets forth the proper calculation for a rent increase based upon this work, being \$33.21 per month.

Individual Units: Invoices for some work in individual units are dated before January 1, 2014. However, since there were large payments to Gallagher both before and after January 1, 2014, as itemized above, it is impossible to determine when work in individual units was paid for.

<sup>170</sup> Ordinance No. 13226

<sup>171</sup> Civil Code Section 1954.53

<sup>172</sup> Civil Code Section 827.

<sup>173</sup> Exhibit Nos. 50, 60, & 81

(individually / jointly and severally) hereinafter referred to as Tenant, the sum of: \$2,390.00, evidenced by CASHIER'S CHECK or MONEY ORDER, as a deposit which upon acceptance of this rental agreement, the Owner of the premises, hereinafter referred to as Owner/Agent, c/o Lapham Company, Inc. shall apply said deposit as follows:

Payable Prior to Occupancy:		
Rent:	Other:	Total:
\$1,795.00		
Parking \$95.00		
Deposit: \$500.00		\$2,390.00

Pro-Rated Rent due for the second month: \_\_\_\_\_, due: \_\_\_\_\_

Tenant hereby offers to rent from the Owner upon the following terms and conditions, the premises situated in the City of Oakland, County of Alameda, State of California, commonly known as:

**480 Crescent Street, Oakland, CA 94610** unit # 306

consisting of: 1 bedrooms/ 1 bathrooms.

11  
1795  
95  
1795

**May 16, 2015**

1. **TERMS:** The term hereof shall commence on:

May 16, 2015 and continue for 12 months, thereafter either party can terminate this agreement by Tenant giving 30 days advance written notice to Lapham Co. Inc. and Lapham Co. Inc. giving 60 days advance written notice to the Tenant. Tenant must pay rent during the notice period and cannot apply security deposit to rent. In the event this lease is broken by the Tenant prior to the end of the first 12 months, then Tenant agrees to pay advertising costs & administrative fees equal to 1/2 of one month's rent of the subject premises and Tenant is responsible for all rent payments due until the commencement date of a new lease. Tenant is also responsible to refund any rent concession. Rental rate may adjust after the initial 12 month term pursuant to local ordinance.

2. **RENT:** Rent shall be:

\$1,795.00 per month + parking: \$ 95.00 {Parking is available at this time parking space # #24 TBD ack payable in advance, upon the 1st day of each calendar month to the Owner or authorized agent, at the following address: **The Lapham Company, 4844 Telegraph Avenue, Oakland CA. 94609, 510-594-7600**, or at such other places as

may be designated by the Owner from time to time. In the event rent is not received by the fifth (5<sup>th</sup>) day of the month, Tenant agrees to pay a late charge of \$50.00. The parties agree that this late fee is presumed to be the amount of damage sustained by late payment of rent. It would be impracticable or extremely difficult to fix the actual damage. This sum represents a reasonable endeavor by the Owner/Agent to estimate fair average compensation for any loss or cost that may be sustained as a result of late payment of rent. Pursuant to California law, if Tenant passes a check on insufficient funds, Tenant will be liable to Owner/Agent for the amount of the check and a service charge of \$25.00 for each check passed on insufficient funds. After move-in funds are paid in certified funds, monthly rent is payable by personal check or certified funds.

**Cash is not accepted.** Rent payments may be mailed or delivered to the main office listed above during normal business hours. Monday - Friday, 9:00am - 12:00pm and 1:00pm - 5:00pm. There shall be a charge of \$25.00 for any three-day notice to pay rent that is served on Tenant. Dishonored checks will not be re-deposited and must be replaced with cashiers check or certified funds only. In the event of a second dishonored check, all subsequent payments must be made in Certified Funds. All funds for a given month paid after the 15th must be in certified funds. Rental payments are first applied toward past due rent, late fees, legal service fees, damages during occupancy and interest, and then applied toward current rent.

3. **SECURITY DEPOSIT TERMS:** Owner/Agent hereby acknowledges receipt of a security deposit in the amount of \$ \$500.00

which, when combined with all other advanced deposits herein, does not exceed two months rent for and unfurnished unit or three months rent for a furnished unit. The security deposit shall cover: defaults in the payment of rent, cost to repair damages to the premises caused by Tenant, exclusive of ordinary wear and tear and/or to clean the premises, if necessary, upon termination of the tenancy in order to return the unit to the same level of cleanliness it was in at the inception of the tenancy, and/or to restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear. Owner may, but shall not be obligated to apply all or portions of said deposit on account of Tenant's obligations hereunder. **Tenant shall not have the right to apply the Security Deposit in payment of any or the last month's rent.** See Paragraph 15 for instructions regarding refund of Security Deposit.

4. **UTILITIES:** Tenant shall be responsible for all utilities and services and agrees to make full payment for same, except Water and Garbage

which shall be paid by Owner/Agent. Tenant shall also be responsible for any phone installation. Owner/Agent warrants one phone line to be in proper working order.

Applicable utilities (PG&E) must be transferred into Tenant's name for billing purposes prior to date of occupancy and as of the start date if this agreement. A \$25.00 administrative fee will be charged to Tenant if Owner/Agent is billed for utilities which are the Tenant's responsibility to pay under the terms of this lease.

SM  
Tenant(s) Initials

In the event that electric and/or natural gas service is charged to Owner/Agent due to master metering, then Tenant's prorata portion of said service(s) shall be:

\_\_\_\_\_ per month, subject to periodic audit, and subject to annual adjustments at the same annual rate of adjustment set forth in the local city ordinance. The subject property is serviced by a third party resident utility billing service for the following utilities:

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250 FRANK H. OGAWA PLAZA, SUITE 5313, OAKLAND, CALIFORNIA 94612-2034

Community and Economic Development Agency  
Rent Adjustment Program

TEL (510) 238-3721  
FAX (510) 238-3691  
TDD (510) 238-3254

## **ADMINISTRATIVE DECISION**

**CASE NUMBER:** T17-0305, Mountain v. CNML Crescent Prop., LLC

**PROPERTY ADDRESS:** 480 Crescent St., Unit #306, Oakland, CA

**DATE OF DECISION:** August 31, 2017

### **BACKGROUND**

On May 14, 2017, the tenant Georgina Mountain filed a Tenant Petition alleging the following issues: (1) the tenant is contesting exemption, alleging that the exemption was based on fraud or mistake; and (2) the tenant is contesting a single rent increase in the amount of \$295.39.

The owner filed a Property Owner Response which included prior Hearing Decisions L16-0018 and L15-0065. The Hearing Decisions relate to the subject unit and address both issues raised in the tenant petition.

The hearing was scheduled for September 18, 2017.

### **REASON FOR ADMINISTRATIVE DECISION**

An Administrative Decision is a decision issued without a hearing. The purpose of a hearing is to allow the parties to present testimony and evidence to allow resolution of disputes of material fact. However, in this case, sufficient uncontested facts have been presented to issue a decision without a hearing and there are no material facts in dispute. Therefore, an Administrative Decision is being issued.

Hearing Decision L16-0018 (CNML Crescent Properties v. Tenants): This Hearing Decision denied the owner's petition for certificate of exemption based on substantial rehabilitation. The exemption for the subject property was not granted. Because the subject unit is not exempt from the Rent Adjustment Ordinance, this is not an issue.

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Hearing Decision L15-0065 (CNML Crescent Properties v. Tenants): The Hearing Decision granted a capital improvements pass through for the tenant's unit in the amount of \$295.39 for 60 months, increasing the monthly rent to \$2,185.39. The tenant was promptly notified of the owner's petition, the hearing and the hearing decision which was issued on March 28, 2017, and served with a proof of service on March 29, 2017. The Tenant did not appeal. Accordingly, the rent increase in the amount of \$295.39 was approved as to the tenant's unit. It is the same rent increase the tenant is currently contesting in her Tenant Petition filed on May 14, 2017. Therefore, this claim is dismissed as it has been already decided in a prior Hearing Decision.

**ORDER**

1. Tenant Petition T17-0305 is dismissed.
2. The hearing set for September 18, 2017, is cancelled.

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

Dated: August 31, 2017



---

**Linda M. Moroz**  
Hearing Officer  
Rent Adjustment Program

**PROOF OF SERVICE**

**Case Number T17-0305**

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

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

**Tenant**

Georgina Mountain  
480 Crescent St #306  
Oakland, CA 94611

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on August 31, 2017 in Oakland, CA.



---

Linda M. Moroz  
Oakland Rent Adjustment Program

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**PROOF OF SERVICE**

**Case Number T17-0305**

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

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

**Owner**

CNML Crescent Properties LLC c/o Mich  
2350 Broadway St  
San Francisco, CA 94115

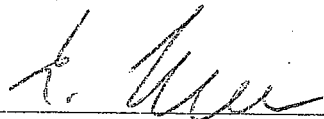
**Owner Representative**

Fried and Williams c/o Liz Hart  
1901 Harrison St 14th Fl  
Oakland, CA 94612

The Lapham Properties  
4844 Telegraph Ave  
Oakland, CA 94609

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

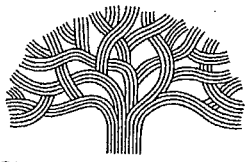
I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on August 31, 2017 in Oakland, CA.



Linda M. Moroz

Oakland Rent Adjustment Program

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CITY OF OAKLAND

**CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM**

P.O. Box 70243  
Oakland, CA 94612-0243  
(510) 238-3721

For date stamp.

RECEIVED  
CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM  
**PROPERTY OWNER**  
2017 AUG 25 PM 2: **RESPONSE**

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

**CASE NUMBER T - T17-0305**

Your Name CNML Crescent Properties LLC c/o The Lapham Properties	Complete Address (with zip code) 4844 Telegraph Avenue Oakland, CA 94609	Telephone:
		Email:
Your Representative's Name (if any) Clifford Fried, Esq. c/o Fried & Williams, LLP Elizabeth Hart	Complete Address (with zip code) 1901 Harrison St. 14th Fl. Oakland, CA 94612	Telephone:
		Email:
Tenant(s) Name(s) Georgina Mountain	Complete Address (with zip code) 480 Crescent St. #306 Oakland, CA 94610	
Property Address (If the property has more than one address, list all addresses) 480 Crescent Street, Oakland, CA 94610		Total number of units on property 27

Have you paid for your Oakland Business License? Yes  No  Lic. Number: 00157112  
The property owner must have a current Oakland Business License. If it is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. **Please provide proof of payment.**

Have you paid the current year's Rent Program Service Fee (\$68 per unit)? Yes  No  APN: 010-0823-042-0  
The property owner must be current on payment of the RAP Service Fee. If the fee is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. **Please provide proof of payment.**

Date on which you acquired the building: 03/28/2013

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

Type of unit (Circle One): House / Condominium/ Apartment, room, or live-work

**I. JUSTIFICATION FOR RENT INCREASE** You must check the appropriate justification(s) box for each increase greater than the Annual CPI adjustment contested in the tenant(s) petition. For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent



Board Regulations. You can get additional information and copies of the Ordinance and Regulations from the Rent Program office in person or by phoning (510) 238-3721.

You must prove the contested rent increase is justified. For each justification checked on the following table, you must attach organized documentary evidence demonstrating your entitlement to the increase. This documentation may include cancelled checks, receipts, and invoices. Undocumented expenses, except certain maintenance, repair, legal, accounting and management expenses, will not usually be allowed.

<u>Date of Contested Increase</u>	<u>Banking (deferred annual increases)</u>	<u>Increased Housing Service Costs</u>	<u>Capital Improvements</u>	<u>Uninsured Repair Costs</u>	<u>Debt Service</u>	<u>Fair Return</u>
05/24/17	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If you are justifying additional contested increases, please attach a separate sheet.

**II. RENT HISTORY** If you contest the Rent History stated on the Tenant Petition, state the correct information in this section. If you leave this section blank, the rent history on the tenant's petition will be considered correct

The tenant moved into the rental unit on May 16th, 2015.

The tenant's initial rent including all services provided was: \$ 1,795 / month.

Have you (or a previous Owner) given the City of Oakland's form entitled "NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM" ("RAP Notice") to all of the petitioning tenants?  
 Yes  No  I don't know

If yes, on what date was the Notice first given? 05/15/15

Is the tenant current on the rent? Yes  No

Begin with the most recent rent and work backwards. If you need more space please attach another sheet.

<u>Date Notice Given (mo./day/year)</u>	<u>Date Increase Effective</u>	<u>Rent Increased</u>		<u>Did you provide the "RAP NOTICE" with the notice of rent increase?</u>
		<u>From</u>	<u>To</u>	
05/24/17	08/01/17	\$ 1,890	\$ 2,185.39	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No

### III. EXEMPTION

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

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

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

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

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

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

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

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

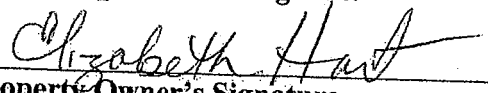
The unit is located in a building with three or fewer units. The owner occupies one of the units continuously as his or her principal residence and has done so for at least one year.

### IV. DECREASED HOUSING SERVICES

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

### V. VERIFICATION

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

  
\_\_\_\_\_  
Property Owner's Signature  
Representative

August , 2017  
\_\_\_\_\_  
Date

**IMPORTANT INFORMATION:**

**Time to File**

This form **must be received** by the Rent Adjustment Program (RAP), P.O. Box 70243, Oakland, CA 94612-0243, within 35 days after a copy of the tenant petition was mailed to you. Timely mailing as shown by a postmark does not suffice. The date of mailing is shown on the Proof of Service attached to the response documents mailed to you. If the RAP office is closed on the last day to file, the time to file is extended to the next day the office is open.

You can date-stamp and drop your Response in the Rent Adjustment drop box at the Housing Assistance Center. The Housing Assistance Center is open Monday through Friday, except holidays, from 9:00 a.m. to 5:00 p.m.

**File Review**

You should have received a copy of the petition (and claim of decreased housing services) filed by your tenant. When the RAP Online Petitioning System is available, you will be able to view the response and attachments by logging in and accessing your case files. If you would like to review the attachments in person, please call the Rent Adjustment Program office at (510) 238-3721 to make an appointment.

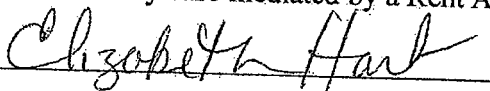
**Mediation Program**

Mediation is an entirely voluntary process to assist you in reaching an agreement with your tenant. In mediation, the parties discuss the situation with someone not involved in the dispute, discuss the relative strengths and weaknesses of the parties' case, and consider their needs in the situation. Your tenant may have agreed to mediate his/her complaints by signing the mediation section in the copy of the petition mailed to you. If the tenant signed for mediation and if you also agree to mediation, a mediation session will be scheduled before the hearing with a RAP staff member trained in mediation.

If the tenant did not sign for mediation, you may want to discuss that option with them. You and your tenant may agree to have your case mediated at any time before the hearing by submitted a written request signed by both of you. If you and the tenant agree to a non-staff mediator, please call (510) 238-3721 to make arrangements. Any fees charged by a non-staff mediator are the responsibility of the parties that participate. You may bring a friend, representative or attorney to the mediation session. Mediation will be scheduled only if both parties agree and after your response has been filed with the RAP.

**If you want to schedule your case for mediation and the tenant has already agreed to mediation on their petition, sign below.**

I agree to have my case mediated by a Rent Adjustment Program Staff member at no charge.



Property Owner's Signature

\_\_\_\_\_ Date

Rev. 3/28/17

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

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Good Cause for  
Delayed  
Owner's Response form

The Owner was unable to file a timely Owner's Response form due to the Tenant filing her petition with an improper address for the Owner.

The Owner first received notice of the Tenant's petition when she paid her August 2017 rent to Lapham Properties. Included with the Rent payment was a letter from the Tenant dated July 31<sup>st</sup>, 2017 with a copy of the May 19<sup>th</sup>, 2017 RAP letter confirming receipt of the Tenant's petition and a copy of the RAP's Notice of Hearing for September 18<sup>th</sup>, 2017. The Owner was completely unaware of this petition prior to the Tenant's payment of August rent.

The Lapham Company is an authorized agent of the Owner and has been so well before the tenancy began.

The City of Oakland invoices The Lapham Company as the agent of the Owner: see page 8.

The County of Alameda's Assessor invoices The Lapham Company as the agent of the Owner: see page 12.

The Lapham Company signed the Tenant's rental agreement as an agent of the Owner: see pages 13-34.

The Lapham Company accepts the Tenant's rent payments as the agent of the Owner.

If there is a maintenance issue, The Lapham Company acts as the agent of the Owner.

Most compellingly, the Rental Agreement signed by the Tenant on May 15<sup>th</sup>, 2015 stipulates in clause 16 that legal service for the Owner is to be to The Lapham Company at 4844 Telegraph Avenue, Oakland, CA 94609.

The Owner's failure to respond in a timely fashion to the Tenant's petition is due to the Tenant's failure to use the correct address for the Owner and should be determined by the RAP's Hearing Officer as Good Cause.

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Owner's Statement of Protest

The grounds for the petition are not correct – the Rent Increase being challenged by the Tenant is not as a consequence of the property being granted an exemption from the City of Oakland's RAP. The Rent Increase being challenged by the Tenant in this petition is an allowable rent increase granted by the RAP under the grounds of Capital Improvements – see Hearing Decision L15-0065 attached as pages 35 - 64 with the RAP's proof of service documenting the Tenant was notified of the Decision and its Appeal period.

However this was not the only time the Tenant failed to act upon receiving formal notice from the RAP. The Tenant not only failed to file a Tenant's Response to EITHER of the Owner's petitions; L15-0065 for Capital Improvement pass-throughs (filed Oct. 29<sup>th</sup>, 2015) or L16-0018 for Exemption under the grounds of Substantial Rehabilitation (filed March 3<sup>rd</sup>, 2016); the Tenant also failed to attend any of the myriad Hearings (aborted and otherwise) when these issues were adjudicated by the RAP. Furthermore; the Tenant failed to file a timely Appeal to either case.

Attached are no less than NINE separate RAP notices of Petitions, Hearings, Rescheduled Hearings or Decisions. It is worthy of notice that the adjudication process for both of these cases has extended over 22 month. At no point in this process did the Tenant act to establish or protect their rights under the Rent Control Ordinance.

To allow the Tenant to successfully request the RAP authorized Rent Increase be re- adjudicated is a gross violation of the Owner's Due Process rights. The Owner respectfully asks that T17-0305 be dismissed.

000069

## Index of documents filed with the Owner's Response

DOCUMENT	PAGE
Good Cause for Delayed Owner Response form	5
Owner's Statement of Protest	6
Index of Documents attached to Owner's Response form	7
2017 City of Oakland Business License	8
Proof of payment for 2017 RAP fees	9
Copy of the RAP Notice signed by the tenant on May 15 <sup>th</sup> , 2015	10 - 11
Copy of 2017 County of Alameda Property Tax statement	12
Copy of Rental Agreement signed by Tenant on May 15 <sup>th</sup> , 2015	13 - 34
L15-0065 Decision	35 - 64
L16-0018 Decision	65 - 76
RAP Notice of Owner's L15-0065 Petition dated Nov. 12 <sup>th</sup> , 2015	77
RAP Notice of March 8 <sup>th</sup> , 2016 Mediation Hearing for L15-0065	78 - 80
RAP Notice of Owner's L16-0018 Petition dated March 7 <sup>th</sup> , 2016	81
RAP Notice of June 23rd, 2016 Hearing for L16-0018	82 - 84
RAP Notice of June 23rd, 2016 Hearing for L15-0065	85 - 87
RAP Notice of July 22 <sup>nd</sup> , 2016 Hearing for L16-0018	88 - 92
RAP Notice of October 7th, 2016 Hearing for L16-0018	93 - 98
RAP Notice of October 14th, 2016 Hearing for L16-0018	99 - 101
RAP Notice of January 6 <sup>th</sup> , 2017 Hearing for L15-0065	102 - 107

000070

**PROOF OF SERVICE**

**Case Number T17-0305**

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

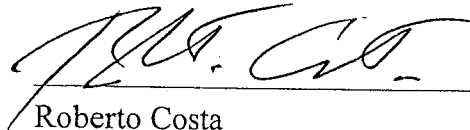
**Today, I served the attached Owner Response Form by placing a true copy of it in a sealed envelope in a City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California, addressed to:**

**Tenant**

Georgina Mountain  
480 Crescent St #306  
Oakland, CA 94611

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on August 25, 2017 in Oakland, CA.



Roberto Costa

Oakland Rent Adjustment Program

000071

RECEIVED

MAY 14 2017

RENT ADJUSTMENT PROGRAM  
OAKLAND

Staff Dashboard

T17-0305 RC/LM

Home T17-1026 Submitted Petition Form

Petition type Tenant

Applicant and Property Information

Applicant Info

Georgina Mountain,  
,  
480 crescent street, Apt. 306  
Oakland, California 94611  
T

Property owner

CNML Crescent Properties LLC c/o Mich,  
CNML Crescent Properties LLC c/o Mich,  
2350 Broadway Street, ,  
San Francisco, California 94115  
T

Property manager

CNML Crescent Properties LLC c/o Mich,  
CNML Crescent Properties LLC c/o Mich,  
2350 Broadway Street, ,  
San Francisco, California 94115  
T



Number of units 27

Type of unit you rent Apartment, Room or Live-work

Are you current on your rent? Yes

### Grounds for Petition

I) I wish to contest my unit is exempt from the Rent Adjustment Ordinance because the exemption was based on fraud or mistake (OMC 8.22, Article 1)

### Rent Increases

When did you move into the unit? 5/16/2015

Initial monthly rent \$1890

When did the property owner first provide you with a written NOTICE TO TENANTS of the existence of the Rent Adjustment Program (RAP NOTICE)? 8/2/2016

Did the property owner provide you with a RAP Notice, a written notice of the existence of the Rent Adjustment Program? Yes

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

No

000073

Did you receive a RAP Notice with the notice of rent increase?

Monthly rent increase \$295.38999999999999

Date increase effective 9/1/2017

Are you contesting this increase in this petition? Yes

Have you ever filed a petition for your rental unit? No

### Description of loss of service and problems

The housing services I am being provided have decreased. No

Are you being charged for a service originally provided to you by the property owner? No

Loss of service documentary evidence

Are you claiming any serious problems with the condition of your unit? No

Problem documentary evidence

### Additional Documentation

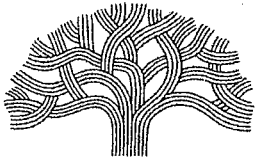
000074

## CHRONOLOGICAL CASE REPORT

Case Nos.: L16-0065  
Case Name: DODG Corp. v. Tenants  
Property Address: 2601 Martin Luther King, Jr. Way, Oakland, CA  
Parties: Harmit S. Mann (Property Owner)  
DODG Corp. v. Tenants (Property Owner)

### OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Owner Petition filed	September 19, 2016
Tenant Response filed	---
Hearing Decision issued	July 5, 2017
Owner Appeal filed	August 3, 2017



CITY OF OAKLAND

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

RECEIVED  
AUG 03 2017  
RENT ADJUSTMENT PROGRAM  
OAKLAND

For date stamp

RECEIVED

AUG 03 2017

RENT ADJUSTMENT PROGRAM  
OAKLAND APPEAL

Appellant's Name DODG Corporation		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) 2601 MARTIN LUTHER KING JR. WAY, OAKLAND, CA			
Appellant's Mailing Address (For receipt of notices) 4849 E. 12TH STREET OAKLAND, CA 94601		Case Number L16-0065	Date of Decision appealed 07/05/2017
Name of Representative (if any) HARMIT S. MANN (OWNER) ERICA MACLEOD (AGENT FOR OWNER)		Representative's Mailing Address (For notices) 4849 E. 12TH STREET OAKLAND, CA 94601	

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.

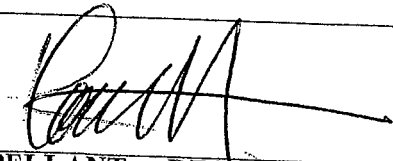
- f)  I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. (In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue 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.**

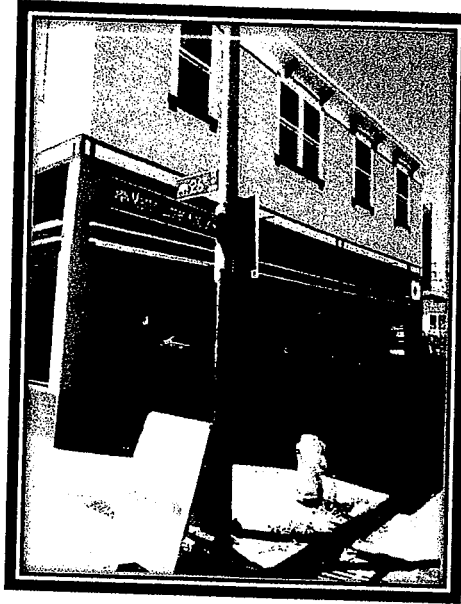
I declare under penalty of perjury under the laws of the State of California that on JULY 24, 2017, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<b><u>Name</u></b>	TENANTS
<b><u>Address</u></b>	2601 MARTIN LUTHER KING JR. WAY, #1, #2, #3, #4
<b><u>City, State Zip</u></b>	OAKLAND , CA 94612
<b><u>Name</u></b>	
<b><u>Address</u></b>	
<b><u>City, State Zip</u></b>	

	7/24/17
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

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

CASE NO.: L16-0065017 AUG -2 PM 4:43  
DODG CORP VS. TENANTS



HEARING DECISION .....	3 - 10
OWNER APPEAL .....	11 - 13.

RE-SUBMISSION OF INVOCIES

CITY OF OAKLAND BUILDING PERMIT FEES

B1702491 .....	14 - 15
B1601094 .....	16 - 17
B1504554 .....	18 - 21
B1401302 .....	22 - 27

CITY OF OAKLAND MECHANICAL PERMIT FEES

M1501252 .....	28 - 29
M1501785 .....	30 - 31

CITY OF OAKLAND ELECTRICAL PERMIT FEES

E1502565 .....	32 - 33
E1503680 .....	34 - 35

CITY OF OAKLAND PLUMBING PERMIT FEES

P1502061 .....	36 - 37
P1502914 .....	38 - 39

CITY OF OAKLAND SEWER PERMIT FEES

SL1403670.....	40 - 48
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CITY OF OAKLAND ALTERNATE METHOD REQUEST

AMR1500132 .....	49 - 50
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ENRIQUE LUNA .....	51 - 52
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JUAN CARLOS JORDAN .....	53 - 56
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PG&E .....	57 - 62
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SALIM KERAWALA .....	63 - 64
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SINGS INVESTMENTS .....	65 - 87
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Department of Housing and Community Development  
Rent Adjustment Program

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

**HEARING DECISION**

**CASE NUMBER:** L16-0065, DODG Corp. v. Tenants  
**PROPERTY ADDRESS:** 2601 Martin Luther King, Jr. Way, Oakland, CA  
**DATES OF HEARING:** January 19 & May 9, 2017  
**DATE OF DECISION:** July 5, 2017  
**APPEARANCES:** Harmit S. Mann (Owner)<sup>1</sup>  
Erica MacLeod (Agent for Owner)<sup>2</sup>  
(No Appearance by any Tenant)

**SUMMARY OF DECISION**

The owner's petition is denied.

**CONTENTIONS OF THE PARTIES**

The owner filed a petition for a Certificate of Exemption on a 4-unit residential building on the ground that it is a "substantially rehabilitated" building, pursuant to Oakland Municipal Code (O.M.C.) Section 8.22 and Rent Adjustment Program Regulations. No tenant filed a response to the owner's petition, nor did any tenant appear at the Hearing.

**THE ISSUE**

Are the subject rental units exempt from the Rent Adjustment Ordinance on the ground that they have been "substantially rehabilitated"?

<sup>1</sup> Appeared only on January 19, 2017

<sup>2</sup> Appeared only on May 9, 2017



## EVIDENCE

Background: The owner submitted no documents prior to the Hearing on January 19, 2017. At the Hearing on that date, the owner presented a number of documents, and testified that he had not submitted them earlier because he was not familiar with the process. It was noted at the time that the Notice of Hearing stated, in bold type, "All proposed tangible evidence . . . must be submitted to the Rent Adjustment Program not less than seven (7) days prior to the Hearing." However, this Hearing Officer decided to continue the Hearing to allow the owner to present documentation in support of his claim.

At the Hearing on May 9, 2017, the owner's agent testified that there are 4 residential units on the second floor of a 2-story building that has commercial units on the ground floor. The owner submitted numerous documents, which were marked 1 through 98, and admitted into evidence. These documents reflect expenses in the years 2014 and 2015.

Nature of the Building: The owner submitted a document regarding the subject property, entitled "Property Details," on the website "titlepro" which appears to contain information from the Alameda County Assessor's Office.<sup>3</sup> This document states that the building area is 4,050 square feet. The owner's agent testified that the subject building is of wood frame construction. She further testified that the owner was engaged in construction at other locations at the time that work was going on at the subject property. She further testified that the owner maintains documentation of costs for materials in separate files for different addresses.

### Costs:

Building Permit Fees: The owners submitted 15 pages of documents from the City of Oakland Building and Fire Departments.<sup>4</sup> These documents are difficult to read because of the way in which they are copied. On Exhibit No. 22, a receipt has been placed over a permit invoice in such a way that the address cannot be read. On Exhibit No. 24, the address is visible, but the amount of the fee on the permit invoice has been covered over. Exhibit No. 26 contains both the address and a receipt in the amount of \$430.<sup>5</sup> Both the address and fee on Exhibit Nos. 27, 29 and 35 have been covered by a receipt. The fees on the permit documents on Exhibit Nos. 31 and 33 are covered by a receipt. The Fire Department receipt on Exhibit No. 32 does not contain an address. The receipt on Exhibit No. 36 does not state an address.

Alejandro Suarez: The owner submitted an invoice with no amount stated and a check to Mr. Suarez for \$700 for balcony repair.<sup>6</sup>

Alfa Environmental: The owner submitted an email from California Real Estate Services, Inc. to Mannedge which states: "Please bring the check for \$420 payable to "Alfa Environmental," together with a check to this company for this amount."<sup>7</sup> There is no invoice

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<sup>3</sup> Exhibit No. 1C

<sup>4</sup> Exhibit Nos. 22 through 36

<sup>5</sup> All amounts stated in this Decision are rounded to the nearest dollar.

<sup>6</sup> Exhibit Nos. 3 & 43

<sup>7</sup> Exhibit Nos. 5 & 6

from Alfa Environmental, and the email does not state an address at which work was supposed to be performed.

American Emperor: Invoices and credit card slips for construction materials totaling \$5,067 were submitted.<sup>8</sup> At the top of Exhibit No. 15, in the amount of \$216, is written ""2601 MLK / 280 Hegenberger Rd." The owner's agent testified that she was unaware of where the materials in this invoice were used.

Bay Stone Depot: The owner submitted an invoice for flooring materials and check in the amount of \$21,000.<sup>9</sup>

EBMUD: The owner submitted a check register and check for \$369.<sup>10</sup> No invoice was submitted.

Enrique Luna: The owner submitted a typed narrative regarding electrical work from an unknown person to be performed at an unknown location. The lower half of this narrative is covered over by a check register<sup>11</sup> and accompanied by checks for \$3,460 and \$540 payable to Mr. Luna.<sup>12</sup>

Juan Carlos Jordan: The owner submitted a handwritten statement from Mr. Jordan which states, "2601 MLK Fixings," and the amount of \$2,000, and a check to him in that amount.<sup>13</sup> The owner also submitted the top portions of two invoices from "Handyman Services 'Jordan.'" The bottoms of the invoices are covered by a check register, so that the amounts of the invoices cannot be seen, as well as two checks to Mr. Jordan, each in the amount of \$3,750.<sup>14</sup>

KK Builders: The owner submitted invoices for work on the subject building that total \$61,650, together with checks for this amount.<sup>15</sup>

PG&E: The owner submitted a check register and check in the amount of \$4,000.<sup>16</sup> No invoice was submitted. The owner also submitted two PG&E receipts, in the amounts of \$10,788 and \$4,566.<sup>17</sup>

Precision Sewers: The owner submitted an invoice and check for a sewer lateral in the amount of \$4,450.<sup>18</sup>

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<sup>8</sup> Exhibit Nos. 7 through 19

<sup>9</sup> Exhibit Nos 20 & 21

<sup>10</sup> Exhibit Nos. 37 & 38

<sup>11</sup> The term "check register," as used in this Decision, does not refer to a carbon imprint from a check. Rather, it is a typed statement on a piece of paper.

<sup>12</sup> Exhibit Nos. 39 through 41

<sup>13</sup> Exhibit Nos. 42 & 43

<sup>14</sup> Exhibit Nos. 44 through 47

<sup>15</sup> Exhibit Nos. 48 through 57

<sup>16</sup> Exhibit Nos. 58 & 59

<sup>17</sup> Exhibit Nos. 60 & 61

<sup>18</sup> Exhibit Nos. 62 & 63

Salim Kerawala: The owner submitted a document entitled Proposal / Contract for architectural work; the bottom of this document is covered by a check register, so the amount of the proposal cannot be read; the owner also submitted a check to Mr. Kerawala in the amount of \$2,000.<sup>19</sup>

Sings Investment Inc: The owner submitted check registers and checks in the total amount of \$177,800.<sup>20</sup> No contract or invoice was submitted.

Bill Wong: The owner submitted a check register and check in the amount of \$2,500.<sup>21</sup> No contract or invoice was submitted.

Thomas Dolan Architecture: The owner submitted invoices and proof of payment in the amount of \$5,000.<sup>22</sup>

### FINDINGS OF FACT AND CONCLUSIONS OF LAW

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

- a. In order to obtain an exemption based on substantial rehabilitation, an owner must have spent a minimum of fifty (50) percent of the average basic cost for new construction for a rehabilitation project.
- b. The average basic cost for new construction shall be determined using tables issued by the chief building inspector applicable for the time period when the substantial rehabilitation was completed.<sup>23</sup>

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.

An owner has the burden of proving that a building has been "substantially rehabilitated." In making this determination, the California Evidence Code is instructive: "If weaker and less satisfactory evidence is offered when it was within the power of the party to produce stronger and more satisfactory evidence, the evidence offered should be viewed with distrust."<sup>24</sup> Further, the applicable rules of evidence are stated in Government Code Section 11513.<sup>25</sup>

Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to

<sup>19</sup> Exhibit Nos. 64 & 65

<sup>20</sup> Exhibit Nos. 66 through 72, 75 through 77, & 78 through 94

<sup>21</sup> Exhibit Nos. 73 & 74

<sup>22</sup> Exhibit Nos. 95 through 98

<sup>23</sup> O.M.C. Section 8.22.030(B)(2)

<sup>24</sup> Evidence Code, Section 412

<sup>25</sup> Regulations, Section 8.22.110(E)(4)

rely in the conduct of serious affairs . . .

Either an invoice or proof of payment standing alone falls far short of these standards. Further, a "check register" prepared by an owner, can state anything, and is not reliable evidence.

Square Footage: The document submitted by the owner is found to be reliable evidence; the subject building contains 4,050 square feet.

The Calculation: The attached Table "A" issued by the Building Services agency states that the cost of new construction for a wood frame apartment building (Type V) in the year 2015 was \$145.07 per square foot.<sup>26</sup> This amount multiplied by 4,050 square feet equals \$587,533.50. Fifty per cent of \$587,533.50 is \$293,766.75. Therefore, if the owner spent at least \$293,766.75 on the construction project, the building is exempt from the Rent Adjustment Ordinance.

Expenses Allowed and Disallowed:

Building Permit Fees: The owner was engaged in more than one construction project during the relevant time period. Therefore, only documentation containing both the address and amount of a building permit will be allowed. Only Exhibit No. 26, in the amount of \$430, meets the required standard.

Alejandro Suarez: Applying the above standards, an invoice with no amount stated is not reliable evidence, and this amount is not allowed.

Alfa Environmental: There is no invoice from Alfa Environmental, and the email does not state an address at which work was supposed to be performed. This charge is not allowed.

American Emperor: The sworn testimony of the owner's agent regarding the keeping of separate files for various projects is credited. The amount of \$4,851 is allowed.

Bay Stone Depot: The amount of \$21,000 is allowed.

EBMUD: Since there was no invoice, the claimed amount is not allowed.

Enrique Luna: The bottom of the purported invoice was covered over, and the amount is not allowed.

Juan Carlos Jordan: The handwritten statement contains both the address and the amount, which was paid for by check. The amount of \$2,000 is allowed. However, the invoices covered by check registers do not meet the required evidentiary standard, and these amounts are not allowed.

KK Builders: The amount of \$61,650 is well documented, and is allowed.

---

<sup>26</sup> Official Notice is taken of the fact that construction costs in the year 2013 were less than the costs in 2015.

PG&E: The owner clearly made substantial payments to PG&E, far in excess of the claimed amount of \$4,000. However, since no invoice was submitted, no amount is allowed.

Precision Sewers: The amount of \$4,450 is properly documented, and is allowed.

Salim Kerawala: The proposal was covered over, so no amount can be seen. Therefore, no amount is allowed.

Sings Investment Inc: Although there were substantial payments, a purported project of this size must be supported by a contract or invoice. Since none were submitted, none of the claimed cost is allowed.

Bill Wong: No contract or invoice was submitted, and he cost is not allowed.

Thomas Dolan Architecture: The owner submitted invoices and proof of payment, and the amount of \$5,000 is allowed.

Discussion: The documented expenses total \$99,381. This amount is far less than the required amount for the building to be declared "substantially rehabilitated." Therefore, the owner's petition is denied.

### ORDER

1. Petition L16-0065 is denied.
2. The subject building is not a "substantially rehabilitated" building.
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) 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: July 5, 2017



Stephen Kasdin  
Hearing Officer  
Rent Adjustment Program

**PROOF OF SERVICE**

**Case Number L16-0065**

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

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

**Tenants**

Resident  
2601 Martin Luther King Jr. Way #4  
Oakland, CA 94612

Resident  
2601 Martin Luther King Jr. Way #3  
Oakland, CA 94612

Resident  
2601 Martin Luther King Jr. Way #2  
Oakland, CA 94612

Resident  
2601 Martin Luther King Jr. Way #1  
Oakland, CA 94612

**Owner**

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

**Owner Representative**

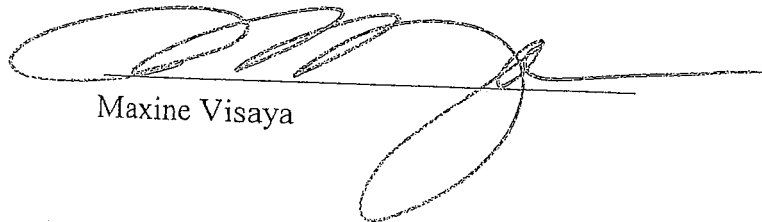
Erica MacLeod  
4849 E. 12th St  
Oakland, CA 94601

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

000086

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on July 13, 2017 in Oakland, CA.

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

Maxine Visaya

000087

# APPEAL EXPLANATION -

WE ARE APPEALING THE DECISION  
DUE TO EXPENSES NOT SHOWING  
ON SUBMITTED DOCUMENTS PREVIOUSLY.

THE ATTACHED INVOICES SHOULD  
CLARIFY COST ~~AND~~ PROVE WE  
DID IN FACT SUBSTANTIALLY  
REHABILITATE THE PROPERTY.

ATTACHED ARE ONLY THE INVOICES THAT  
WE NOT ALLOWED DUE TO AMOUNTS  
NOT SHOWING.

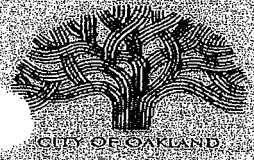
RESPECTFULLY,

DDDS CORPORATION

000088

13





# CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA • 2ND FLOOR • OAKLAND, CA 94612

Planning and Building Department  
www.oaklandnet.com

PH: 510-238-3891  
FAX: 510-238-2263  
TDD: 510-238-3254

Permit No: B1702491 Non-Residential Building - Alteration

Filed Date: 6/8/2017

Job Site: 2601 M L KING JR WY

Schedule Inspection by calling: 510-238-3444

Parcel No: 009 068100400

District:

Project Description: Complete work started under B1401302 - Create 2 live-work units (1/3 live and 2/3 work) on ground floor and mezzanines. No exterior change. (Two apartments on 2nd floor--no work)

Related Permits:

Name	Applicant	Address	Phone	License #
Owner:	DODG CORPORATION	4849 E 12TH ST. OAKLAND, CA	510-599-6266	
Contractor:	Bill Wong	X 822 FRANKLIN STREET #4 OAKLAND, CA	510-717-2228	
Contractor:	SINGS INVESTMENT INC	822 FRANKLIN STREET #4 OAKLAND, CA	(510) 268-8889	858548

*510-599-6266*

**PERMIT DETAILS:** Non-Residential/Building/Alteration

**General Information**

Green Code Checklist: Sets Of Plans: 3 Report - Soil/Geotech: 3  
Structural Calculations: 2 Energy Calculations (T24): 3

**Proposed Building Information**

Building Use: Live/Work Per JLWQ Number Of Stories: 2 Fire Sprinklers: Yes  
Occupancy Group: R-3 Residential 1 And 2 Units Number Of Units: 2 Total Floor Area (sq ft): 0  
Construction Type: VB - Combustible Construction, No Fire Rating No. of Additional Bedrooms: Additional Floor Area (sq ft):

**Work Information**

Job Value: \$1,000.00

**TOTAL FEES TO BE PAID AT FILING: \$278.63**

Application Fee	\$57.00	CBSC	\$0.90	CITY CBSC	\$0.10
ITY SMIP	\$0.03	General Plan Surcharge	\$4.30	Inspection Fee	\$180.00
Records Management Fee	\$23.07	SMIP	\$0.48	Technology Enhancement Fee	\$12.75

Plans Checked By \_\_\_\_\_ Date \_\_\_\_\_ Permit Issued By M.E. Date 6-8-17  
Finalized By \_\_\_\_\_ Date \_\_\_\_\_

**Special Inspections**

Special Inspection	Comments
Foundation System	CONCRETE, REINFORCING STEEL
Seismic Force Resisting System	SEISMIC RESIST
Delayed Fire-Resistant Materials	WELDING

000089

Planning and Building Department

250 Frank H. Ogawa Plaza  
510-238-4774

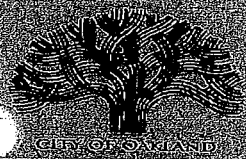
=====			
844 Accela Permit			
Permit Number: B1702491	1x	0.00	0.00
Fee			
SMIP	1x	0.48	0.48
Fee			
CITY SMIP	1x	0.03	0.03
Fee			
General Plan Surcharge	1x	4.30	4.30
Fee			
Application Fee	1x	57.00	57.00
Fee			
Inspection Fee	1x	180.00	180.00
Fee			
Records Management Fee	1x	23.07	23.07
Fee			
Technology Enhancement Fee	1x	12.75	12.75
Fee			
CBSC	1x	0.90	0.90
Fee			
CITY CBSC	1x	0.10	0.10
844 Accela Permit			
Permit Number: E1702093	1x	0.00	0.00
Fee			
Application Fee	1x	70.00	70.00
Fee			
Inspection	1x	110.00	110.00
Fee			
Records Management Fee	1x	17.10	17.10
Fee			
Technology Enhancement Fee	1x	9.45	9.45

Payer Name: HARMIT S MANN

SubTotal:	485.18
Total:	485.18

=====

Visa Card  
Number : \*\*\*\*\*8740  
Date : 08/19



# CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA • 2ND FLOOR • OAKLAND, CA 94612

Planning and Building Department  
www.oaklandnet.com

PH: 510-238-3891  
FAX: 510-238-2265  
TDD: 510-238-3254

**Permit No:** B1601094 Non-Residential Building - Alteration  
**Job Site:** 2601 MILLIKING JR WY  
**Parcel No:** 009 068 100400  
**District:**  
**Project Description:** Like for like window replacement, paint for facade improvements, replacement (Part of City facade improvement program) DRX160375  
**Related Permits:** DRX160375  
**Filed Date:** 3/15/2016  
**Schedule Inspection by calling:** 510-238-3444

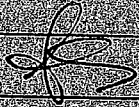
Name	Applicant	Address	Phone	License #
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<b>Owner:</b>	DODG CORPORATION	PO BOX 2245 OAKLAND, CA		
<b>Owner-Builder:</b>	Mitlmann	PO BOX 2245 OAKLAND, CA	510-599-6266	

**PERMIT DETAILS** Non-Residential/Building/Alteration

General Information		Proposed Building Information		Work Information	
Green Code Checklist		Sets Of Plans	0	Report - Soil/Geotech	
		Structural Calculations		Energy Calculations (1724)	
Building Use	Mixed Use	Number Of Stories	2	Fire Sprinklers	
Occupancy Group	X X To Be Determined	Number Of Units	999	Total Floor Area (sqft)	0
Construction Type	VB - Combustible Construction No Fire Rating	No. of Additional Bedrooms		Additional Floor Area (sqft)	
Job Value	\$18,000.00				

TOTAL FEES TO BE PAID AT FILING: \$964.40			
Application Fee	\$70.00	CBSC	\$0.90
City SMIP	\$0.25	General Plan Surcharge	\$77.40
Processing Fee	\$84.00	Records Management Fee	\$79.84
Technology Enhancement Fee	\$24.12	City CBSC	\$50.10
		Inspection Fee	\$603.00
		SMIP	\$4.79

Plans Checked By: \_\_\_\_\_ Date: \_\_\_\_\_ Permitted by:  Date: 3.15.16  
 Finalized by: \_\_\_\_\_ Date: \_\_\_\_\_

APPLICANT  
COPY

000091

City of Oakland

Planning and Building Department

250 Frank H. Ogawa Plaza  
510-238-4774

844 Accela Permit

Permit Number: B1601094 0.00 0.00

Fee  
Application Fee 70.00 70.00

Fee  
Inspection Fee 603.00 603.00

Fee  
General Plan Surcharge 77.40 77.40

Fee  
CITY CBSC 0.10 0.10

Fee  
CBSC 0.90 0.90

Fee  
CITY SMIP 0.25 0.25

Fee  
Processing Fee 84.00 84.00

Fee  
SMIP 4.79 4.79

Fee  
Records Management Fee 79.84 79.84

Fee  
Technology Enhancement Fee 44.12 44.12

Payer Name: HARMIT S. MANN

SubTotal: 964.40  
Total: 964.40

Visa Card  
Number : \*\*\*\*\*4834 964.40

3/15/2016 15:05  
#0602115 /77/24

Thank You

000092



# CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA • 2ND FLOOR • OAKLAND, CA 94612

Planning and Building Department  
www.oaklandnet.com

PH: 510-238-3831  
FAX: 510-238-2263  
TDD: 510-238-5254

Permit No: B1504554 Non-Residential Building - Alteration

Filed Date: 10/23/2015

Job Site: 2601 MLKING JR WY #4

Schedule Inspection by calling: 510-238-3444

Parcel No: 009-068100400

District:

Project Description: Remodel unit #4 at 2nd floor; remove non-bearing walls and reconfigure to relocate kitchen and 1/2 bathroom and 1 new bedroom

Related Permits: P1502914 M1501785 E1503680

Name	Applicant	Address	Phone	License #
Owner:	DODG CORPORATION	PO BOX 2245 OAKLAND, CA		
Owner-Builder:	DODG CORPORATION	PO BOX 2245 OAKLAND, CA	510-717-2225	

**PERMIT DETAILS:** Non-Residential/Building/Alteration

**General Information**

Green Code Checklist: \_\_\_\_\_

Sets Of Plans: 2

Structural Calculations: \_\_\_\_\_

Report - Soil/Geotech Energy Calculations (T24): \_\_\_\_\_

**Proposed Building Information**

Building Use: Apartments 3-5 Units

Occupancy Group: R-2 Residential > 2 Units

Construction Type: VA - Combustible Construction - 1

Hour Fire Rating: \_\_\_\_\_

Number Of Stories: \_\_\_\_\_

Number Of Units: \_\_\_\_\_

No. of Additional Bedrooms: 1

Fire Sprinklers: \_\_\_\_\_

Total Floor Area (sq ft): 10

Additional Floor Area (sq ft): \_\_\_\_\_

**Work Information**

Job Value: \$50,000.00

**TOTAL FEES TO BE PAID AT FILING: \$860.63**

Overtime Plan Check and Processing	\$750.00	Records Management Fee	\$71.25	Technology Enhancement Fee	\$39.38
------------------------------------	----------	------------------------	---------	----------------------------	---------

Plans Checked By: \_\_\_\_\_ Date: \_\_\_\_\_

Permit Issued By: AB Date: 11-6-15

Finalized By: \_\_\_\_\_ Date: \_\_\_\_\_

## FIELD COPY

000093

City of Oakland  
Planning and Building Department

250 Frank H. Ogawa Plaza  
510-238-4774

844 Accela Permit 0.00 0.00  
Permit Number: B1504554

Fee 750.00 750.00  
Overtime Plan Check and Processing

Fee 71.25 71.25  
Records Management Fee

Fee 39.38 39.38  
Technology Enhancement Fee

844 Accela Permit 0.00 0.00  
Permit Number: P1502914

Payer Name: DODG CORPORATION

SubTotal: 2,190.53  
Total: 2,190.53

Check Number : 3640 2,190.53

11/6/2015 15:04  
#0570552 /77/24

Thank You

000094



**CITY OF OAKLAND**

250 FRANK H. OGAWA PLAZA • 2ND FLOOR • OAKLAND, CA 94612

Planning and Building Department  
www.oaklandnet.com

PH: 510-238-3891  
FAX: 510-238-2263  
TDD: 510-238-3254

Permit No: B4504554 Non-Residential Building - Alteration

Filed Date: 10/23/2015

Job Site: 2601 M.L. KING JR. WY

Schedule Inspection by calling: 510-238-3444

Parcel No: 009 068100400

District:

Project Description: Remodel unit #4 at 2nd floor; remove non-bearing walls and reconfigure to relocate kitchen and 1/2 bathroom and a new bedroom

Related Permits:

Name	Applicant	Address	Phone	License #
Owner: DODG CORPORATION		PO BOX 2215 OAKLAND, CA		
Owner Agent: DODG CORPORATION		PO BOX 2215 OAKLAND, CA	(510) 717-2225	

**APPLICATION ONLY  
NOT A PERMIT**

PERMIT DETAILS: Non-Residential/Building/Alteration

**General Information**

Green Code Checklist

Sets Of Plans: 2  
Structural Calculations:

Report - Soil/Geotech  
Energy Calculations (T24)

**Proposed Building Information**

Building Use: Apartments 3-5 Units

Number Of Stories: 2

Fire Sprinklers:

Occupancy Group: R-2 Residential - 2 Units

Number Of Units:

Total Floor Area (sq ft): 0

Construction Type: VA - Combustible Construction - 1

No. of Additional Bedrooms: 1

Additional Floor Area (sq ft):

Hour Fire Rating:

**Work Information**

Job Value: \$50,000.00

**TOTAL FEES TO BE PAID AT FILING: \$3,130.34**

Application Fee	\$70.00	Bedroom Tax	\$100.00	CBSC	\$1.80
City CBSC	\$0.20	City SMIP	\$0.70	General Plan Surcharge	\$215.00
Inspection Fee	\$1,008.00	Plan Check and Processing Fee	\$1,323.96	Records Management Fee	\$259.16
SMIP	\$13.30	Technology Enhancement Fee	\$143.22		

**APPLICANT  
COPY**

000095

City of Oakland *apt plans*

Planning and Building Department

250 Frank H. Ogawa Plaza  
510 238-4774

844 Accela Permit	0.00	0.00
Permit Number: B1504554		
Fee		
Application Fee	70.00	70.00
Fee		
Bedroom Tax	100.00	100.00
Fee		
	1,003.00	
Inspection Fee		1,003.00
Fee		
General Plan Surcharge	215.00	215.00
Fee		
	1,323.96	
Plan Check and Processing Fee		1,323.96
Fee		
CITY CBSC	0.20	0.20
F		
CBSC	1.80	1.80
Fee		
CITY SMIP	0.70	0.70
Fee		
SMIP	13.30	13.30
Fee		
Records Management Fee	259.16	259.16
Fee		
Technology Enhancement Fee	143.22	143.22

Payer Name: DODG CORPORATION

SubTotal: 3,130.34  
 Total: 3,130.34

Check Number: 3573 3,130.34

10/23/2015 15:41  
 #0567275 /77/24

*Given to Bill Wong*

< You

000096

DODG CORPORATION

City of Oakland

Construction & Renovations: City Permit Permit Fee 2601 MLK Jr Wy

*apt floor plans*

*For Bill Wong*

9/23/2015

3573

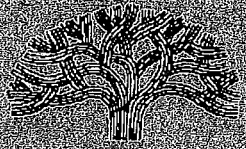
*\$3,130.34*

Wells Fargo

Permit Fee 2601 MLK Jr Wy

www.techchecks.net ORDER # 240657





# CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA • 2ND FLOOR • OAKLAND, CA 94612

Planning and Building Department  
www.oaklandnet.com

PH: 510-238-3891  
FAX: 510-238-2263  
TDD: 510-238-3254

**Permit No:** B1401302 Non-Residential-Building-Alteration

**Filed Date:** 11/5/2014

**Job Site:** 2601 MILL KING IRVY

**Schedule Inspection by calling:** 510-238-3444

**Parcel No:** 009-068100400

**District:**

**Project Description:** Create 2 live work units (1/3 live and 2/3 work) on ground floor and mezzanines. No exterior change. (two apartments on 2nd floor - no work)

**Related Permits:**

Name	Applicant	Address	Phone	License #
<b>Owner/Builder:</b> DODG CORPORATION	X	4849 E 12TH ST, OAKLAND, CA	510-599-6266	

<b>PERMIT DETAILS</b> Non-Residential/Building/Alteration	
<b>General Information</b>	
Green Code checklist:	
Sets Of Plans	3
Structural Calculations	2
Report - Soil/Geotech	
Energy Calculations (124)	3
<b>Proposed Building Information</b>	
Building Use	Live/Work Per-11 WQ
Occupancy Group	a- Business
Construction Type	VB - Combustible Construction
No. Fire Rating	
Number Of Stories	2
Number Of Units	4
No. Of Additional Bedrooms	2
Fire sprinklers	
Total Floor Area (sq ft)	0
Additional Floor Area (sq ft)	
<b>Work Information</b>	
Job Value	\$49,000.00

<b>TOTAL FEES TO BE PAID AT FILING: \$2,648.38</b>			
Application Fee	\$74.00	Bedroom Tax	\$200.00
CITY CBSC	\$0.10	CITY SMIP	\$0.51
General Plan Surcharge	\$49.00	Inspection Fee	\$842.00
Records Management Fee	\$219.26	SMIP	\$9.76
Technology Enhancement Fee	\$121.17	State Regs	\$277.86
		Field Check/Inspection	\$99.00
		Plan Check and Processing Fee	\$757.80

000097

Planning and Building Department

250 Frank H. Ogawa Plaza  
510-238-4774

844 Accela Permit	0.00	0.00
Permit Number: B1401302		
Fee		
Application Fee	71.00	71.00
Fee		
Bedroom Tax	200.00	200.00
Fee		
Inspection Fee	842.00	842.00
Fee		
Field Check Inspection	99.00	99.00
Fee		
General Plan Surcharge	49.00	49.00
Fee		
Plan Check and Processing Fee	757.80	757.80
Fee		
CITY CBSC	0.10	0.10
Fee		
CBSC	0.90	0.90
Fee		
CITY SMIP	0.51	0.51
Fee		
SMIP	9.78	9.78
Fee		
State Regs	277.86	277.86
Fee		
Records Management Fee	219.26	219.26
Fee		
Technology Enhancement Fee	121.17	121.17

Payer Name: ODDG CORPORATION

SubTotal:	2,648.38
Total:	2,648.38
Check Number : 3015	2,648.38

11/5/2014 14:40  
#0482947 /77/24

Thank You

Wells Fargo

Permit Fees

DODG CORPORATION

City of Oakland  
Construction & Renovations City Permit Permit Fees 2601 MLK

11/5/2014

2,648.38

3015

000098



# CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA • 2ND FLOOR • OAKLAND, CA 94612

Planning and Building Department  
www.oaklandnet.com

PH: 510-238-3891  
FAX: 510-238-2633  
TDD: 510-238-3254

**Permit No:** B1401302 **Non-Residential Building Alteration** **Filed Date:** 11/5/2014  
**Job Site:** 2601 MILL KING JR WY **Schedule Inspection by calling:** 510-238-3444  
**Parcel No:** 009-068100400  
**District:**  
**Project Description:** Create 2 live work units (1/3 live and 2/3 work) on ground floor and mezzanines. No exterior change. (Two apartments on 2nd floor - no work)  
**Related Permits:**

Name	Applicant	Address	Phone	License #
Owner/Builder	DODG CORPORATION	4849 E 12TH ST, OAKLAND, CA	510-599-6266	

**PERMIT DETAILS:** Non-Residential/Building/Alteration

**General Information**

Green Code Checklist: \_\_\_\_\_

Sets Of Plans: 3  
 Structural Calculations: 2  
 Report - Soil/Geotech: \_\_\_\_\_  
 Energy Calculations (J24): 3

**Proposed Building Information**

Building Use: Live/Work Per ILWO  
 Occupancy Group: R-3 Residential 1 And 2 Units  
 Construction Type: VB - Combustible Construction  
 No. Fire Rating: \_\_\_\_\_

Number Of Stories: 2  
 Number Of Units: 4  
 No. of Additional Bedrooms: 2

Fire Sprinklers: Yes  
 Total Floor Area (sq.ft): 0  
 Additional Floor Area (sq.ft): \_\_\_\_\_

**Work Information**

Job Value: \$49,000.00

**TOTAL FEES TO BE PAID AT FILING: \$657.51**

Overtime Plan Check and Processing	\$578.00	Records Management Fee	\$54.73	Technology Enhancement Fee	\$30.00
------------------------------------	----------	------------------------	---------	----------------------------	---------

Plans Checked By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Permitted Issued by: WJ Date: 3/13/15  
 Finalized By: \_\_\_\_\_ Date: \_\_\_\_\_

**Special Inspections**

Special Inspection	Comments
Foundation System	CONCRETE REINFORCING STEEL
Seismic Force Resisting System	SEISMIC RESIST
Sprayed Fire Resistant Materials	WELDING

APPLICANT  
COPY

000099

3252

City of Oakland

Planning and Building Department

250 Frank H. Ogawa Plaza  
510-238-4774

844 Accela Permit	0.00	0.00
Permit Number: B1401302		
Fee		
Overtime Plan Check and Processing	573.00	573.00
Fee		
Records Management Fee	54.43	54.43
Fee		
Technology Enhancement Fee	30.08	30.08

Payer Name: DODG CORPORATION

SubTotal:	657.51
Total:	657.51
Check Number : 3252	657.51

3/13/2015 10:56  
#0512972 /77/24

Thank You

3/12/2015

Construction & Renovations: City Permit Permit Fees - 2601 MLK Jr Wy B1401302

\$657.51

DODG CORPORATION

City of Oakland

Permit Fees - 2601 MLK Jr Wy B1401302

Wells Fargo

www.techchecks.net ORDER # 176397

000100

THIS BOX FOR BUILDING OFFICE USE ONLY

Total Revision Hours @ \$150.33/hr \*: 430<sup>32</sup>

Overtime Hours @ \$219.18/hr \*: 1

Building Fees Due: \$ 430<sup>32</sup>

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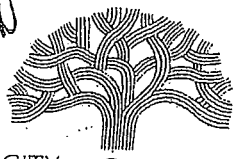
THIS BOX FOR ZONING OFFICE USE ONLY

Total Revision Hours @ \$150.33/hr \*: \_\_\_\_\_

Overtime hours @ \$219.18\*/hr \*: \_\_\_\_\_

Zoning Fees Due: \$ \_\_\_\_\_

Number 206.885  
 - THE NEW CONSTRUCTION



CITY OF OAKLAND  
 COMMUNITY & ECONOMIC  
 DEVELOPMENT AGENCY

2601 MLC  
 Permit

**BUILDING SERVICES DIVISION  
 REQUEST FOR REVISION PLAN CHECK**

I hereby request the City of Oakland, Community and Economic Development Agency, Building Services Division and/or Zoning Division to perform revision plan checking and permit processing work for Survey, Plot Plan, related Grading Permit, and Building Code compliance; and/or Zoning Regulations requirements during regular or outside normal working hours as indicated below. I agree to pay the adopted Fee Schedule rate for this additional (1 hour minimum of each Division authorized below, EXCEPT Zoning Division requires 2 hours minimum). I acknowledge that the Building Services Division and/or Zoning Division will not guarantee immediate service for this request but will make all reasonable efforts to provide this service in a timely manner. I also acknowledge that this authorization only applies to the reviews stated above and not any approval and plan checking work accomplished by others for other requirements. Regular Building revision plan check will take 5 days to 3 weeks, depending on the size and nature of the revision, unless an over-the-counter revision check is feasible. Regular Zoning/Design Review revision plan check will be performed in the order of projects received and may take up to 60 days if notification is necessary. An expedited overtime revision plan check for Building and Zoning permits will be performed overnight or within 2 or 3 days.

FOR PROJECTS WITH VALID BUILDING AND ZONING PERMITS, SUBMIT JOBSITE COPY OF APPROVED PLANS ALONG WITH 3 COPIES OF REVISIONS (2 COPIES IF ZONING APPROVAL IS NOT REQUIRED) AND REVISION CALCULATIONS TO:  
 INSPECTION SERVICES, 250 FRANK H. OGAWA PLAZA, 2ND FLOOR.

FOR PROJECTS WITH VALID ZONING PERMIT ONLY, SUBMIT 2 COPIES OF REVISIONS TO:  
 ZONING DIVISION, 250 FRANK H. OGAWA PLAZA 2ND FLOOR.

Building Permit Application #: B1401302 Original Building Plan Checker: KENNY LAU

Zoning/Design Review Application #: \_\_\_\_\_ Original Case Planner: R

Project Address: 2601 MARTIN LUTHER KING JR WAY

Description of Revision (including change in valuation): NO CHANGE IN VALUATION SWAP KITCHEN'S WORK SPACES AT SOUTHERN UNIT, FIRST FLOOR. EXTEND L.I.O @ BATH. REPLACE DOOR WITH WINDOWS (MULLED) IDENTICAL IN APPEARANCE TO PROPOSED (PREVIOUSLY) DOOR.

- REQUEST BUILDING & ZONING REVIEW
- BUILDING REVIEW ONLY
- ZONING REVIEW ONLY
- REQUEST BUILDING EXPEDITED OVERTIME
- REQUEST ZONING EXPEDITED OVERTIME

SHAN MASUDA (TOM DOLAN ARCHITECTURE)  
 Print Full Name of Permit Applicant

Applicant's Signature

Phone No.: 415-314-3198

07/22/15  
 Date

Fax No: \_\_\_\_\_

This Box For Zoning Office Use Only

Approved Per Plan Submitted On \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_

\*includes 9.5% record management & 5.25% tech enhancement  
 \\Ceda-server3\permit counter\COUNTERFORMS\Form 2010-2011\Request for Revision Plan Check July 2010.doc  
 7/16/2010

000101

City of Oakland  
Accela  
City of Oakland  
Oakland, CA 94612

#64855

Aug 25 2015 03:49 pm Trans#74853

TRANSACTION RECORD

Card Number : \*\*\*\*\*7991  
Card Entry : SWIPED  
Account : MASTERCARD  
Trans Type : PURCHASE  
Amount : \$430.32

Auth # : 07895Z  
Sequence # : 000059  
Terminal # : 001  
Date : 15/08/25  
Time : 15:49:27

\*\*\*\*\* TRANSACTION APPROVED \*\*\*\*\*

\*\*\* CUSTOMER COPY \*\*\*

City of Oakland

Planning and Building Department

250 Frank H. Ogawa Plaza  
510-238-4774

Accela Permit	0.00	0.00
Permit Number: B1401302		
Fee	375.00	375.00
Additional Plancheck and Processing - Re		
Fee	35.63	35.63
Records Management Fee		
Fee	19.69	19.69
Technology Enhancement Fee		

Payer Name: HARMIT S. MANN

SubTotal: 430.32  
Total: 430.32

Master Card  
Number : \*\*\*\*\*7991 430.32

8/25/2015 15:48  
#0553145 /77/24

Thank You

*Harmit paid*  
*[Signature]*

000102



# CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA • 2ND FLOOR • OAKLAND, CA 94612

Planning and Building Department  
www.oaklandnet.com

PH: 510-238-3891  
FAX: 510-238-2763  
TDD: 510-238-3254

Permit No: MA501252 Non-Residential Mechanical Alteration Filed Date: 8/5/2015

Job Site: 2601 ML KING JR WY Schedule Inspection by calling: 510-238-3444

Parcel No: 009-068100400

District:

Project Description: Create 2 live-work units (1/3 live and 2/3 work) on ground floor and mezzanines. No exterior change. (Two apartments on 2nd floor, no work).

Related Permits: B1401302 P1502061

	Name	Applicant	Address	Phone	License #
Owner	DODG CORPORATION		4849 E 12TH ST OAKLAND, CA	510-599-6266	
Contractor	SINGS INVESTMENT INC WILLIAM BOCK WONG	X	373 9TH ST SUITE 506 OAKLAND, CA	510-71-72228	858548

**PERMIT DETAILS** Building/Non-Residential/Mechanical/Alteration

**GENERAL INFORMATION**

Occupancy Group: \_\_\_\_\_

Sets of Plans: \_\_\_\_\_ Calculations: \_\_\_\_\_

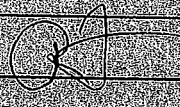
Description of Proposed Work: \_\_\_\_\_ Title 24 Energy Calculations: \_\_\_\_\_

WALL/FURNACE \_\_\_\_\_ Quantity: 2

**TOTAL FEES TO BE PAID AT FILING: \$580.64**

Application Fee	\$70.00	Inspection	\$436.00	Records Management Fee	\$48.00
Technology Enhancement Fee	\$26.57				

Plans Checked by: \_\_\_\_\_ Date: \_\_\_\_\_

Permit Issued By:  Date: 8/5/15

Finalized By: \_\_\_\_\_ Date: \_\_\_\_\_

# APPLICANT COPY

000113

City of Oakland

Planning and Building Department

250 Frank H. Ogawa Plaza  
510-238-4774

844 Accela Permit	0.00	0.00
Permit Number: E1502565		
Fee		
Application Fee	70.00	70.00
Fee		
Inspection	770.00	770.00
Fee		
Technology Enhancement Fee	44.10	44.10
Fee		
Records Management Fee	79.80	79.80
844 Accela Permit	0.00	0.00
Permit Number: M1501252		
Fee		
Application Fee	70.00	70.00
Fee		
Inspection	436.00	436.00
Fee		
Technology Enhancement Fee	26.57	26.57
Fee		
Records Management Fee	48.07	48.07
844 Accela Permit	0.00	0.00
Permit Number: P1502061		
Fee		
Application Fee	70.00	70.00
Fee		
Inspection	796.50	796.50
Fee		
Technology Enhancement Fee	45.49	45.49
Fee		
Records Management Fee	82.32	82.32

Payer Name: WILLIAM WONG

SubTotal: 2,538.85  
Total: 2,538.85

Visa Card  
Number : \*\*\*\*\*6193 2,538.85

000104





# CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA • 2ND FLOOR • OAKLAND, CA 94612

Planning and Building Department  
www.oaklandnet.com

PH: 510-238-3391  
FAX: 510-238-2263  
TDD: 510-238-3264

**Permit No:** M1501785 Non-Residential Mechanical Alteration

**Filed Date:** 11/6/2015

**Job Site:** 2601 MILLIKING JR WY #4

**Schedule inspection by calling:** 510-238-3444

**Parcel No:** 009068100400

**District:**

**Project Description:** Mechanical/Remodel unit #4 at 2nd floor; remove non-bearing walls and reconfigure to relocate kitchen and 1/2 bathroom and 1 new bedroom; install wall furnace and 2 bath fans

**Related Permits:** B1504554 P1502914 E1503680

Name	Applicant	Address	Phone	License #
<b>Owner:</b>	DODG CORPORATION	PO BOX 2245 OAKLAND, CA		
<b>Owner-Builder:</b>	DODG CORPORATION	PO BOX 2245 OAKLAND, CA	510-717-2225	

**PERMIT DETAILS:** Building/Non-Residential/Mechanical/Alteration

**GENERAL INFORMATION**

Occupancy Group: \_\_\_\_\_  
 Sets of Plans: \_\_\_\_\_  
 Calculations: \_\_\_\_\_  
 Title 24 Energy Calculations: \_\_\_\_\_

**Description of Proposed Work**

WALL FURNACE	Quantity	1
ENVIR AIR DUCT RESID	Quantity	2

**TOTAL FEES TO BE PAID AT FILING: \$373.51**

Application Fee	\$70.00	Inspection	\$255.50	Records Management Fee	\$30.92
Technology Enhancement Fee	\$17.09				

Plans Checked By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Permit Issued By: AP Date: 11-6-15  
 Finalized By: \_\_\_\_\_ Date: \_\_\_\_\_

**FIELD COPY**

000105

City of Oakland  
Planning and Building Department

250 Frank H. Ogawa Plaza  
510-238-4774

Permit Number: M1501785	0.00	0.00
Fee		
Application Fee	70.00	70.00
Fee		
Inspection	255.50	255.50
Fee		
Technology Enhancement Fee	17.09	17.09
Fee		
Records Management Fee	30.92	30.92
844 Accela Permit		

Payer Name: DODG CORPORATION

SubTotal:	2,190.53
Total:	2,190.53
Check Number : 3640	2,190.53

11/6/2015 15:04  
#0570552 /77/24

Thank You

000106



# CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA • 2ND FLOOR • OAKLAND CA 94612

Planning and Building Department  
www.oaklandnet.com

PH: 510-238-3891  
FAX: 510-238-2263  
TDD: 510-238-3254

**Permit No:** E1502565 Non-Residential Electrical - Alteration

**Filed Date:** 8/5/2015

**Job Site:** 2601 MILKING IR WY

**Schedule Inspection by calling:** 510-238-3444

**Parcel No:** 009 068100400

**District:**

**Project Description:** ELECTRICAL FOR Create 2 live work units (1/3 live and 2/3 work) on ground floor and mezzanines. No exterior change. (Two apartments on 2nd floor - no work)

**Related Permits:** B1401302, P1502061, M1501252

	<u>Name</u>	<u>Applicant</u>	<u>Address</u>	<u>Phone</u>	<u>License #</u>
<b>Owner:</b>	DODG CORPORATION		4849 E 12TH ST, OAKLAND, CA	510-599-6266	
<b>Contractor:</b>	SINGS INVESTMENT INC	X	822 FRANKLIN STREET #4 OAKLAND, CA	(510) 268-3889	858548

**PERMIT DETAILS** Building/Non-Residential/Electrical/Alteration

**General Information**

PGE Application Number: \_\_\_\_\_ Sets Of Plans: \_\_\_\_\_ Title 24 Energy Calc for Electrical Heater: \_\_\_\_\_


Occupancy Group: \_\_\_\_\_ Calculations: \_\_\_\_\_ Title 24 Energy Calc for Lighting: \_\_\_\_\_

**Description of Proposed Work**

SERVICE (1st 100 AMPS)	Quantity	1
>100 AMP/100 INCH	Quantity	1
METER (EXTRA)	Quantity	1
CIRCUIT / FEEDER	Quantity	1
Incandes / LED Fixtures	Quantity	20
(Fluor balast) FIXTURES	Quantity	20
SWITCHES	Quantity	4
RECEPTACLES	Quantity	15
FAN (Exhaust: Kitch/Bath)	Quantity	30
FAN (Exhaust: Kitch/Bath)	Quantity	2
FAN (Exhaust: Kitch/Bath)	Quantity	4

**TOTAL FEES TO BE PAID AT FILING: \$963.90**

Application Fee	\$70.00	Inspection	\$770.00	Records Management Fee	\$79.80
Technology Enhancement Fee	\$41.10				

Plans Checked By: \_\_\_\_\_ Date: \_\_\_\_\_ Permit Issued By:  Date: 8/5/15

Finalized by: \_\_\_\_\_ Date: \_\_\_\_\_

000107

City of Oakland

Planning and Building Department

250 Frank H. Ogawa Plaza  
510-238-4774

=====  
844 Accela Permit

Permit Number: E1502565 0.00 0.00

Fee  
Application Fee 70.00 70.00

Fee  
Inspection 770.00 770.00

Fee  
Technology Enhancement Fee 44.10 44.10

Fee  
Records Management Fee 79.80 79.80

844 Accela Permit  
Permit Number: M1501252 0.00 0.00

Fee  
Application Fee 70.00 70.00

=====  
Fee  
Inspection 436.00 436.00

Fee  
Technology Enhancement Fee 26.57 26.57

Fee  
Records Management Fee 48.07 48.07

844 Accela Permit  
Permit Number: P1502061 0.00 0.00

Fee  
Application Fee 70.00 70.00

Fee  
Inspection 796.50 796.50

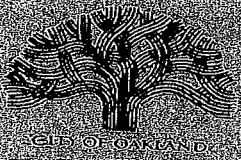
Fee  
Technology Enhancement Fee 45.49 45.49

Fee  
Records Management Fee 82.32 82.32

Payer Name: WILLIAM WONG

=====  
SubTotal: 2,538.85  
Total: 2,538.85  
=====

=====  
Visa Card 2,538.85  
Number : \*\*\*\*\*6193



# CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA • 2ND FLOOR • OAKLAND, CA 94612

Planning and Building Department  
www.oaklandnet.com

PH: 510-238-3891  
FAX: 510-238-2263  
TDD: 510-238-3254

**Permit No:** E1503680 Non-Residential Electrical Alteration  
**Job Site:** 2601 M.L. KING JR. WY #4  
**Parcel No:** 009-068100400  
**District:**  
**Project Description:** Electrical/Remodel unit #4 at 2nd floor, remove non-bearing walls and reconfigure to relocate kitchen and 1/2 bathroom and 1 new bedroom - add 8 new circuits  
**Related Permits:** B1504554 P1502914 M1501785

**Filed Date:** 11/6/2015  
**Schedule Inspection by calling:** 510-238-3444

Name	Applicant	Address	Phone	License #
<b>Owner:</b> DODG CORPORATION		PO BOX 2245 OAKLAND, CA		
<b>Owner-Builder:</b> DODG CORPORATION	X	PO BOX 2245 OAKLAND, CA	510-717-2225	

**PERMIT DETAILS** Building/Non-Residential/Electrical/Alteration

**General Information**  
 PGE Application Number: \_\_\_\_\_  
 Occupancy Group: \_\_\_\_\_

**Description of Proposed Work**

SETS OF PLANS	Quantity: 1
CALCULATIONS	Quantity: 1
TITLE 24 ENERGY CALC FOR ELECTRICAL HEATER	Quantity: 1
TITLE 24 ENERGY CALC FOR LIGHTING	Quantity: 1
CIRCUIT/FEEDER	Quantity: 8
INCANDESCENT/LED FIXTURES	Quantity: 15
FLOOR BALAST FIXTURES	Quantity: 2
SWITCHES	Quantity: 6
RECEPTACLES	Quantity: 22

**TOTAL FEES TO BE PAID AT FILING: \$284.81**

Application Fee	\$20.00	Inspection	\$178.20	Records Management Fee	\$23.58
Technology Enhancement Fee	\$15.00				

Plans Checked By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Permit Issued By: AB Date: 11-6-15  
 Finalized By: \_\_\_\_\_ Date: \_\_\_\_\_

**FIELD COPY**

000109

City of Oakland  
Planning and Building Department

250 Frank H. Ogawa Plaza  
510-238-4774

Permit Number: E1503680	0.00	0.00
Fee		
Application Fee	70.00	70.00
Inspection Fee	178.20	178.20
Technology Enhancement Fee	13.03	13.03
Records Management Fee	23.58	23.58

Payer Name: DODG CORPORATION

SubTotal:	2,190.53
Total:	2,190.53
Check Number : 3640	2,190.53

11/6/2015 15:04  
#0570552 /77/24

Thank You

000110



# CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA • 2ND FLOOR • OAKLAND, CA 94612

Planning and Building Department  
www.oaklandnet.com

PH: 510-238-3891  
FAX: 510-238-7263  
TDD: 510-238-3254

**Permit No:** P1502061 Non-Residential Plumbing - Alteration  
**Job Site:** 2601 MILKING IR. WY.  
**Parcel No:** 009-068100400  
**District:**  
**Project Description:** PLUMBING RE - Create 2 live-work units (1/3 live and 2/3 work) on ground floor and mezzanines. No exterior change. (Two apartments on 2nd floor - no work)  
**Related Permits:** B1401302

**Filed Date:** 8/5/2015  
**Schedule Inspection by calling:** 510-238-3444

	Name	Applicant	Address	Phone	License #
Owner:	DODG CORPORATION		4849 E 12TH ST, OAKLAND, CA	510-599-6266	
Contractor:	SINGS INVESTMENT INC WILLIAM BOCK WONG	X	373 9TH ST, SUITE 506 OAKLAND, CA	5107172228	858548

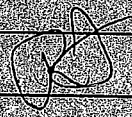
**PERMIT DETAILS:** Building/Non-Residential/Plumbing/Alteration

**GENERAL INFORMATION**

Occupancy Group		Sets of Plans	
Description of Proposed Work		Calculations	
TOILETS	Quantity: 3		
LAVATORY/BASIN	Quantity: 3		
TUBS	Quantity: 3		
SINKS	Quantity: 2		
LAUNDRY TRAY	Quantity: 2		
WASTE/VENT ALT RES	Quantity: 1		
WATER ALTERATION	Quantity: 1		
GAS TEST / PIPE FLOW	Quantity: 1		
GAS RANGES RESID	Quantity: 2		

**TOTAL FEES TO BE PAID AT FILING: \$994.31**

Application Fee	\$70.00	Inspection	\$796.50	Records Management Fee	\$82.32
Technology Enhancement Fee	\$45.79				

Plans Checked By: \_\_\_\_\_ Date: \_\_\_\_\_  
Permit Issued by:  Date: 8/5/15  
Finalized by: \_\_\_\_\_ Date: \_\_\_\_\_

AT THE CITY OF OAKLAND  
PLUMBING DEPARTMENT  
COPY

000111



# CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA • 2ND FLOOR • OAKLAND, CA 94612

Planning and Building Department  
www.oaklandnet.com

PH: 510-238-3861  
FAX: 510-238-2268  
TDD: 510-238-3254

Permit No: P1502914 Non-Residential Plumbing - Alteration

Filed Date: 11/6/2015

Job Site: 2601 MILKING JR. WY #4

Schedule Inspection by calling: 510-238-3444

Parcel No: 009-068100400

District:

Project Description: Plumbing/Remodel unit #4 at 2nd floor; remove non-bearing walls and reconfigure to relocate kitchen and 1/2 bathroom and 1 new bedroom; replace water heater, gas dryer and clothes washer.

Related Permits: B1504554, M1501785, E1503680

Name	Applicant	Address	Phone	License #
Owner:	DODG CORPORATION	PO BOX 2245 OAKLAND, CA		
Owner Agent:	DODG CORPORATION	PO BOX 2245 OAKLAND, CA	(510)717-2225	

**PERMIT DETAILS** Building/Non-Residential/Plumbing/Alteration

**GENERAL INFORMATION**

Occupancy Group:

Sets of Plans:  
Calculations:

**Description of Proposed Work**

TOILETS	Quantity	2
LAVATORY/BASIN	Quantity	2
TUBS	Quantity	1
SINKS	Quantity	1
CLOTHES WASHER	Quantity	1
WATER ALTERATION	Quantity	1
WATER HEATERS	Quantity	1
GAS TEST/PIPE FLOW	Quantity	1
GAS DRYERS RESID	Quantity	1
GAS RANGES RESID	Quantity	1
FLUES (Water Heater ORV)	Quantity	1

**TOTAL FEES TO BE PAID AT FILING: \$671.58**

Application Fee	\$70.00	Inspection	\$515.25	Records Management Fee	\$55.60
Technology Enhancement Fee	\$30.73				

Plans Checked By: \_\_\_\_\_ Date: \_\_\_\_\_

Permit Issued By: AB Date: 11-6-15

Finalized By: \_\_\_\_\_ Date: \_\_\_\_\_

**FIELD COPY**

000112



City of Oakland  
Planning and Building Department

250 Frank H. Ogawa Plaza  
510-238-4774

Permit Number: P1502914

Fee		
Application Fee	70.00	70.00
Fee		
Inspection	515.25	515.25
Fee		
Technology Enhancement Fee	30.73	30.73
Records Management Fee	55.60	55.60

Payer Name: DODG CORPORATION

SubTotal:	
Total:	2,190.53
Check	
Number : 3640	2,190.53

11/6/2015 15:04  
#0570552 /77/24

Thank You

000113



# CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA - 2ND FLOOR - OAKLAND, CA 94612

Planning and Building Department  
www.oaklandnet.com

PH: 510-238-3891  
FAX: 510-238-2263  
TDD: 510-238-3254

Permit No: SL1403670 Sewer Lateral

Filed Date: 12/9/2014

Job Site: 2601 MLKING JR WY

Schedule inspection by calling: 510-238-3443

Parcel No: 009068100400

For SL, X, and CGS permits see SPECIAL NOTE below

District:

Project Description: Repair/replace sewer lateral and EXCAVATE in PUBLIC RIGHT OF WAY

Permit valid 90 days

Overflow devices may be needed

Call PWA INSPECTION prior to start: 510-238-3651

Related Permits: SL1403636 & X1402995

Name	Applicant	Address	Phone	License #
Owner	DODG CORPORATION	PO BOX 2245 OAKLAND, CA		
Contractor	EMERGENCY PLUMBING AND	1423 WILLOW ST OAKLAND, CA	(510)381-5000	707251
Employee	DRAIN			

## PERMIT DETAILS - Building/Private Infrastructure/Sewer Lateral/NA

### General Information

Sewer Type: Repair/Extension/Replacement Street Excavation/Permit Required  
Special Provisions: Tree Removal Involved

### TOTAL FEES TO BE PAID AT FILING: \$407.37

Application Fee	\$71.00	Records Management Fee	\$33.73	Sewer Repair/Extension or Replacement	\$284.10
Technology Enhancement Fee	\$18.64				

Plans Checked By: \_\_\_\_\_ Date: \_\_\_\_\_ Permit Issued By: Q Date: 12/9  
 Finalized By: F Date: 12/12/14

2/12/14 EBMUD PSL Test - All test passed for ~~upper~~ lateral. Lower  
 does not exist.  
 CHRISTINE PANTHAN/CP

### SPECIAL NOTE

- For SL, X, and CGS permits Call PWA INSPECTION prior to start: 510-238-3651 or visit 4th FLOOR
- SL and X permits valid 90 days; CGS permits valid 30 days

000114

City of Oakland  
Planning and Building Department

25 Frank H. Ogawa Plaza  
510-238-4774

999 - Misc GL

843.42 843.42  
CB: 1.2415.84421.45419.0000000.PS30  
Description: SL1403670,X1403023, 2601 M  
L KING JR WAY

Payer Name: PATRICK B BAILEY

SubTotal: 843.42  
Total: 843.42

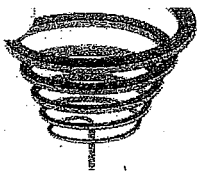
Visa Card 843.42  
Number : \*\*\*\*\*0721

12/9/2014 12:03  
#0490195 /77/24

Thank You

000115

# PRECISION SEWERS



NUMBER	
DATE	12-16-14
SERVICE-MAN	Patrick

Contractor's License # 707251 • **(510)381-5000** • BONDED/INSURED • patt95@hotmail.com • 1423 Willow St, Oakland 94607

**Bill To**

NAME	P.O. NUMBER		
ADDRESS			
CITY	STATE	ZIP	
HOME PHONE	WORK PHONE		

**Job**

NAME	P.O. NUMBER		
ADDRESS			
CITY	STATE	ZIP	
HOME PHONE	WORK PHONE		

QTY.	MATERIALS		ITEM	DESCRIPTION OF SERVICES	COST
	PRODUCT	AMOUNT			
			1.	Perform trenchless replacement of upper lateral, as per contract.	\$ 4450.00
<b>TOTAL MATERIALS</b>					

RECOMMENDATIONS		SERVICE	\$ 4450.00
		MATERIALS	
		TOOL RENTAL	
		SUBTOTAL	
		SALES TAX	
		ESTIMATE TOTAL	
		<b>PAY THIS TOTAL</b>	<b>\$ 4450.00</b>

**estimated price** does not include sales tax or other tax, if any, nor does it cover unforeseen parts of labor which may be needed after the work begins. Written customer authorization will be obtained before any extended work.

**PRECISION SEWERS** does not assume any responsibility for any damage to pipes in the course of cleaning any drain or sewer line and does not assume any responsibility for breakage of any toilet, P-trap, or fixture while being pulled or damages to property from defective replacement parts manufactured by others. I authorize the performance of the work subject to all the terms and conditions set forth on the face and reverse hereof. I HAVE READ THE FRONT AND BACK AND UNDERSTAND ALL TERMS AND CONDITIONS.

**OUR CUSTOMERS:** Service men are required to have work slip signed. This is done in order to protect you, the workman, and ourselves and to enable us to give you absolute factory service. You are respectfully requested to examine material and labor statement before workmen leave the job, and if you find everything satisfactory, okay this ticket. If service is unsatisfactory, in any way, please phone our office immediately. "I find the time and material charged above satisfactory and agree to pay this sum on presentation of invoice and further agree to pay reasonable charges for collection, including attorneys fees in the event of my default." THIS INVOICE IS DUE AND PAYABLE UPON RECEIPT. A \$20.00 LATE FEE WILL BE APPLIED TO ALL UNPAID BALANCES 14 DAYS AFTER DATE OF INVOICE. IN ADDITION, BALANCES WILL ACCRUE AT 2% PER MONTH, 24% PER ANNUM.

**Contractors are required by law** to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractors' State License Board, 9835 Goethe Road, Sacramento, CA 93827, P.O. Box 26000, Sacramento, CA 95826

ORIGINAL ESTIMATE	<input checked="" type="checkbox"/>	ADJ. ESTIMATE	<input checked="" type="checkbox"/>	<b>000116</b>
SIGNATURE APPROVAL		SIGNATURE APPROVAL		

DODG CORPORATION

3093

Precision Sewers

Date 12/16/2014 Type Reference Bill 2601 MLK Sewer Repla

Original Amt 4,450.00

Balance Due 4,450.00

Check Amount

Payment 4,450.00

12/16/2014 Discount

*Paul Boyd*  
12-16-14

Wells Fargo  
www.techchecks.net ORDER # 176397

2601 MLK Sewer Lateral Replacement

4,450.00

000117

# PRECISION SEWERS



UNDERGROUND ENGINEERING AND SEWER CONTRACTORS  
CALIFORNIA CONTRACTORS LICENSE # 707251 BONDED/INSURED  
Phone # 510-381-5000 Fax # 510-763-5999 pat95@hotmail.com

## SEWER RESTORATION CONTRACT

THIS AGREEMENT IS BETWEEN PRECISION SEWERS, 1423 Willow Street, Oakland, CA 94607 AND  
HEREIN REFERRED TO AS OWNER.

Property Located At:	City	State	Zip Code	Phone #
2601 MLK Jr. Way	Oakland	CA	94612	

### DESCRIPTION OF PROJECT:

Contractor will perform the following steps in relation to the replacement of sewer lateral system:

1. Excavate and expose sewer from front of bldg. to connection with City main in sidewalk.
2. Replace existing clay lateral with 4" SDR17.
3. Install new City spec. two way cleanout into excavation at front of bldg. .
4. Install new sewer fitting into main.
5. Place gravel bedding under all exposed sections of pipe.
6. Place test upon entire system and have inspected by City of Oakland and EBMUD.
7. Backfill soil and compact.
8. Replace concrete as necessary.
9. Provide owner with certificate of compliance from EBMUD\*.

\* EBMUD charges a fee of \$225.00 for the certification inspection. This is a separate and additional fee.

We Hereby Propose: to furnish all labor and supplies necessary to successfully accomplish the above-mentioned work for the sum of: Forty four hundred and fifty dollars even-----\$4450.00

Payments to be made as follows:

\$ 0.00 Deposit to accompany signed agreement

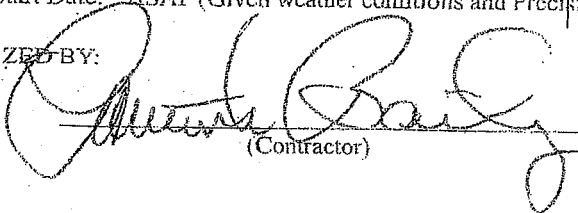
\$ 4450.00 Payable the day of completion.

### We Hereby Promise:

- All materials are guaranteed to meet City Specifications.
- All work will be performed in a professional manner according to City/Industry standards.
- Branch lines not specifically outlined or accounted for in this estimate and otherwise not known to exist will be repaired/ replaced at an additional cost.
- **PRECISION SEWERS** will absolutely **NOT** be responsible for any changes in either landscaping (during the course of projected work or in the future as a consequence of an excavation) or drip/sprinkler systems. **PERIOD.**
- All materials utilized in the course of above-mentioned repair/replacement are guaranteed for **TWENTY YEARS.**

Projected Start Date: ASAP (Given weather conditions and Precision Sewers scheduling).

AUTHORIZED BY:

  
(Contractor)

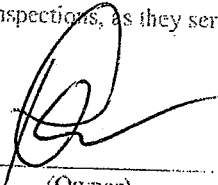
12-9-14  
(Date)

000118

Acceptance of Proposal:

The above prices, specifications, and conditions are hereby accepted for the repair and/or replacement of the sewage system at the above-specified property based on pre-test work / inspection. Owner / Agent shall immediately pay PRECISION SEWERS upon closure of escrow on the aforementioned property; from insurance claim or by any other means in consideration for the sewer repair and/or replacement provided for in this legally binding written contract. This document will also serve as a final bill. Any extraneous documentation needed to expedite payment shall be requested in advance and NOT after the completion of the project. A \$75 late fee will be applied to all unpaid balances three days after job completion. In addition, balances will accrue @ 2% per month, 24% per annum. Final inspections, as they serve to verify surface restorations, shall not delay payment.

AUTHORIZED BY:

  
\_\_\_\_\_  
(Owner)

12/9/14  
(Date)

You, the owner, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

Contractors are required by law to be licensed and regulated by the Contractors State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning the contractor may be referred to the Registrar, Contractors State License Board, Post Office Box 26000, Sacramento, California 95826.

**This contractor currently holds the following Contractor's State License classifications with the State of California:**

- HIC- Home Improvement Certification C36- Plumbing
- C-36 - Plumbing
- A - General Engineering Contractor
- C42 — Sanitation System

000119

# PRECISION SEWERS



INVOICE NUMBER	
DATE	12-8-14
SERVICE-MAN	Patrick

Contractor's License # 707251 ☎ (510)381-5000 • BONDED/INSURED • patt95@hotmail.com • 1423 Willow St, Oakland 94607

**Bill To**

**Job**

NAME		P.O. NUMBER	
ADDRESS			
CITY		STATE	ZIP
HOME PHONE	WORK PHONE		

NAME		P.O. NUMBER	
ADDRESS 2601 MLK Jr. Way			
CITY Oakland		STATE Ca.	ZIP 94612
HOME PHONE	WORK PHONE		

MATERIALS			ITEM	DESCRIPTION OF SERVICES	COST
QTY.	PRODUCT	AMOUNT			
			1.	Perform camera inspection of sewer lateral from piping inside crawl space of bldg.	\$ 75.00

**INSPECTION REPORT**

Inspection revealed clay lateral exiting foundation of bldg. in front, traveling to connection with City main in sidewalk. System appears to be as old as the building it serves and will have no chance of passing a pressure test for certification. A full replacment of this system and the installation of a two way cleanout in the sidewalk are will be necessary to achieve compliance. (Depth of connection at City main is 8 ft).

**RECOMMENDATIONS**

1. Perform replacement of entire lateral.
2. Install new two way cleanout into system.
3. Prepare system and apply test for certification.

SERVICE	\$ 75.00
MATERIALS	
TOOL RENTAL	
SUBTOTAL	
SALES TAX	
ESTIMATE TOTAL	
<b>PAY THIS TOTAL</b>	<b>\$ 75.00</b>

This estimated price does not include sales tax or other tax, if any, nor does it cover unforeseen parts of labor which may be needed after the work begins. Written customer authorization will be obtained before any extended work. PRECISION SEWERS does not assume any responsibility for any damage to pices in the course of cleaning any drain or sewer line and does not assume any responsibility for break-age of any toilet, P-trap, or fixture while being pulled or damages to property from defective replacement parts manufactured by others. I authorize the performance of the work subject to all the terms and conditions set forth on the face and reverse hereof. I HAVE READ THE FRONT AND BACK AND UNDERSTAND ALL TERMS AND CONDITIONS. TO OUR CUSTOMERS: Service men are required to have work slip signed. This is done in order to protect you, the workman, and ourselves and to enable us to give you absolute satisfactory service. You are respectfully requested to examine material and labor statement before workmen leave the job, and if you find everything satisfactory, okay this ticket. If service is unsatisfactory, in any way, please phone our office immediately. "I find the time and material charged above satisfactory and agree to pay this sum on presentation of invoice, and further agree to pay reasonable charges for collection, including attorneys fees in the event of my default." THIS INVOICE IS DUE AND PAYABLE UPON RECEIPT. A \$2000 LATE FEE WILL BE APPLIED TO ALL UNPAID BALANCES 14 DAYS AFTER DATE OF INVOICE. IN ADDITION, BALANCES WILL ACCRUE AT 2% PER ONTH, 24% PER ANNUM. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractors' State License Board, 9835 Goethe Road, Sacramento, CA 93827, P.O. Box 26000, Sacramento, CA 95826

ORIGINAL ESTIMATE	<input checked="" type="checkbox"/>	ADJ. ESTIMATE	<input checked="" type="checkbox"/>	000120
SIGNATURE APPROVAL		SIGNATURE APPROVAL		





**Regional Private Sewer  
Lateral Program**

# Compliance Certificate for Private Sewer Lateral

Parcel Address: **2601 M L KING JR WAY, OAKLAND** Certificate Number: **21909**  
Parcel Number: **009 -0681-004-00** Issue Date: **12/12/2014**  
Expiration Date: **12/12/2034** Type: **Compliance: replaced lateral**

## Special Instructions:

Retain this PSL certificate for your records for any future parcel sale, re-model greater than \$100,000, or change of water meter size.

000121

COURTESY NOTICE

October 29, 2014

Dodg Corp  
Po Box 2245  
Oakland, Ca 94621-0145

RE: **Failure to Obtain Private Sewer Lateral Compliance Certificate**  
East Bay Regional Private Sewer Lateral Program

Dear Property Owner:

The East Bay Municipal Utility District (EBMUD) has adopted a Regional Private Sewer Lateral Ordinance (Ordinance). The Ordinance establishes maintenance standards for private sewer laterals (PSLs). Before a property owner may complete a property sale or other Title Transfer, a PSL Compliance Certificate must be obtained from EBMUD. The issuance of a Compliance Certificate certifies that all PSLs on the property meet applicable maintenance standards. EBMUD issues Compliance Certificates only after all PSLs on the property have passed a performance test. Property owners must arrange for PSL performance testing before transferring title to property, repair or replace any PSLs that fail the performance test, and obtain a Compliance Certificate once all PSLs have passed the test. After a Title Transfer is complete, the purchaser or transferee is solely responsible for obtaining a Compliance Certificate.

**Our records indicate that you are currently in violation of these ordinance requirements** because a PSL Compliance Certificate was not obtained for the following title transfer:

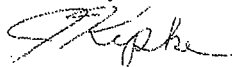
2601 M L KING JR WAY  
OAKLAND, CA 94612  
Parcel Number: 009 -0681-004-00  
Parcel sold on 7/18/2014

**Please obtain a Compliance Certificate as soon as possible to avoid enforcement action.**

If you have questions about the program or how to comply, please visit [www.eastbaypsl.com](http://www.eastbaypsl.com), email us at [psl@ebmud.com](mailto:psl@ebmud.com), or contact Angelee Strawder by phone at (510) 287-1621.

Note that certain categories of title transfers are not subject to ordinance requirements. If you believe that your property is not subject to the requirements, please consult the enclosed list of frequently asked questions.

Sincerely,



JACQUELINE KEPKE  
Environmental Services Division Manager



# CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA ▪ 2ND FLOOR ▪ OAKLAND, CA 94612

Planning and Building Department  
www.oaklandnet.com

PH: 510-238-3891  
FAX: 510-238-2263  
TDD: 510-238-3254

Permit No: AMR1500132 Residential Alternate Method Request

Filed Date: 12/21/2015

Job Site: 2601 M L KING JR WY

Schedule Inspection by calling: 510-238-3444

Parcel No: 009 068100400

District:

Project Description: Modified 1 hour Exterior Wall

Related Permits: B1401302 E1502565 P1502061 M1501252

	<u>Name</u>	<u>Applicant</u>	<u>Address</u>	<u>Phone</u>	<u>License #</u>
Owner:	DODG CORPORATION		4849 E 12TH ST, OAKLAND, CA	510-599-6266	

PERMIT DETAILS: Building/Residential/Alternate Method Request/NA

### General Info

Referred By: Kenny Lau

Request Type: Grade II Post Application

TOTAL FEES TO BE PAID AT FILING: \$0.00

000123

Enrique

# Martin Luther King and 26<sup>th</sup> street

In this job I was told the to check it out and make a single line diagram for P,G, n E,. They also need to provide a as built per pgne green book standarts.

I checked the service installed on the building, it was a 200 amp service. we decided to keep it and move the weather head as needed.

The power is coming into the neighbors lot, I had to install temporary power for the building. It has 150 feet in distance. I provided a 80 amp circuit as the load is very minimal because we use gas as a heater. The apartment sub panels were missing parts and were not properly installed. I finished the installation and checked all the units for any issues since it had not been finished.

Unit #1 commercial unit

Install smoke detectors, and bath light. There was 2 outlets behind the sinks, no outlets for 6 appliances

The cover for panel was missing.

Unit #2 comercial unit

Install smoke detectors, 7 fixtures in the basement, the stair lights were not powered. I had to grab power near by to fix it. I added 2 outlets one counter and water heater.

Unit #3 upstairs MLK side

Check and re wire smoke detectors, add switch for porch light, add 2 gfci outlets, and wire the sub panel because it was never done.

Unit #4 upstairs 26 st side

Figure out why 3 bedrooms were not connected to power. They are connected in nob and tube wire. I checked the circuit and connected it to the new power. If we have to upgrade it will need to be cut in to the walls. This place needs a lot of work as the last remodel was very minimal. The smoke detectors are battery operated, there is not enough circuits for several appliances. And the bed rooms are nob and tube.

Diagrams and inspect equipment \$500

Labor two guys a week and two days \$3840

Total ~~\$4340~~

*Agreed*  
\$ 4,000

split 3,460  
540

Enrique Luna

2601 MLK Electrical  
000124

DODG CORPORATION

Enrique Luna  
Electrical

2601 MLK Jr Wy Electrical

9/23/2016

4318

3,460.00

Wells Fargo

2601 MLK Jr Wy Electrical

3,460.00

DODG CORPORATION

Enrique Luna  
Electrical

2601 MLK Jr Wy Electrical (Upstairs 26th St. side Apt

9/23/2016

4319

540.00

Wells Fargo

2601 MLK Jr Wy Electrical

540.00

000125



# Handyman Services " Jordan "

1109 85th Ave.  
Oakland CA 94621

Phone (510) 379-8494

email. Cjordanm.09@gmail.com

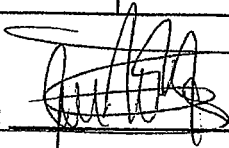
DATE : august 01 of 2016

TO:  
2601 MLK oakland ca.

FOR:

DESCRIPTION	PRICE	AMOUNT
apartment work		
fix medicene gabinet		
installation framing wood window		
touch up the holes in the bedroom		
close open in the window kitchen		
installetion new window in the bedroom		
installation stove and fridge		
apartment work		
framing wood finish in the 7 window		
installation mirror in the bath		
installlation slinding door shower		
make touch up in the whole apartment		
installation base board in the 2 room		
panting 2 room		
painting hallway and handrill stairs		
installation stove and fridge		
<b>Total work</b>	<b>\$7,500</b>	
need a \$3,750 advance of the agreed price and when I finish the work the rest of money.		

owner Sing: \_\_\_\_\_

Contractor Sing:  \_\_\_\_\_

ate: \_\_\_\_\_

Date: 08-01-16 000126

DODG CORPORATION

Juan Carlos Jordan  
Repairs & Maintenance

Work on 2 upper apts (2601 MLK)

8/2/2016

4207

3,750.00

Wells Fargo

Work on 2 upper apts (2601 MLK)

3,750.00

000127



# Handyman Services " Jordan "

1109 85th Ave.

Oakland CA 94621

Phone (510) 379-8494

email. Cjordanm.09@gmail.com

DATE : august 10 of 2016

TO:

2601 MLK oakland ca.

FOR:

DESCRIPTION	PRICE	AMOUNT
<b>1 apartment work</b>		
_ fix medicene gabinet		
_ installation framing wood window		
_ touch up the holes in the bedroom		
_ close open in the window kitchen		
_ installeion new window in the bedroom		
_ installation stove and fridge		
<b>2 apartment work</b>		
_ framing wood finish in the 7 window		
_ installation mirror in the bath		
_ installlation slinding door shower		
_ make touch up in the whole apartment		
_ installation base board in the 2 room		
_ panting 2 room		
_ painting hallway and handrill stairs		
_ installation stove and fridge		
<b>Total work</b>	<b>\$7,500</b>	
I need the rest of the money because I already finish the work on 2601 MLK oakland. The rest is \$3,750		

Owner Sing: \_\_\_\_\_

Contractor Sing: 

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

Date: 08-11-16 000128

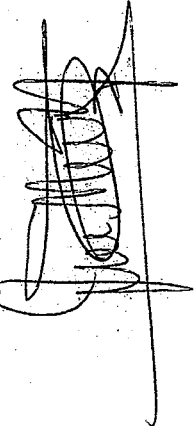


DODG CORPORATION

Juan Carlos Jordan  
Repairs & Maintenance

2601 MLK Fixing - 2 units

*Final amt*



8/11/2016

4221

3,750.00

*8-11-16*

Wells Fargo

2601 MLK Fixing - 2 units

3,750.00

000129



December 1, 2016

GERMAN KAUR  
49 E 12TH ST  
OAKLAND, CA 94601

RE: Contract ID: 1217108: 654 26TH ST

Dear GERMAN KAUR,

Enclosed are gas and/or electric agreements for your project located at:

654 26TH ST, OAKLAND, 94612

This letter summarizes the agreements for this project.

	Non-Refundable Payment	Refundable Option*	50% Discount Option*
Relocation / Rearrangement Costs	\$12,788.39	\$0.00	\$0.00
Less Credit (Engineering Advance, etc.)	\$2,000.00	\$0.00	\$0.00
<b>TOTAL **</b>	\$10,788.39	\$0.00	\$0.00
<b>TOTAL PAYMENT DUE</b>	<b>\$10,788.39</b>	<b>OR</b>	<b>\$10,788.39</b>

\* Only applies to Rule 15 Refundable Amounts. Amount shown is less credit for associated Applicant work.

\*\* The Income Tax Component of Contribution (ITCC) is included in the above charges when applicable.

Please sign both copies of the agreement and return one copy of the agreement to the address below along with your payment and retain one copy for your records. If the agreement is not returned to PG&E within 90 days of the date of this letter, the proposed agreement is canceled and PG&E may need to re-estimate the job.

Changes to the agreement, either to any of the terms or to the amount owing, are not permitted, and any change or interlineations voids the agreement. The payment of any amount less than the full amount shown will be deposited by PG&E, but PG&E will not begin any work on this contract until the amount is paid in full. The contract shall be deemed effective the date a fully executed copy is received by PG&E. Please allow 30 days from PG&E's receipt of the Agreement for construction to commence.

PG&E is committed to providing timely and efficient service and we look forward to continuing to work with you on this and future projects.

Should you have any questions regarding these contracts, please contact your project manager Terry Walker-Mullings at 510-437-2116 or TMM8@pge.com.

Please send the executed Agreements and payment to:

PG&E CFM/PPC DEPARTMENT  
PO BOX 997340  
Sacramento, CA 95899-7340

Sincerely,

John Dufrane

John Dufrane

Service Planning Supervisor

000130



111351165G

Ref: Contract ID: 1217108: 654 26TH ST, OAKLAND, 94612

Job / Name

---

**Thank You**

Your payment has been received and a confirmation email has been sent to the email address provided. You may also print this screen for your records. Please note that payments will post to your PG&E project on the next business day.

Confirmation Number: 3379800043311

Contract Number: 1217108

Notification Number: 0111351165

Payment Amount: \$10,788.39

Payment Date: 12/02/2016

Bank Routing Number: 121042882

Bank Account Number: Checking \*\*\*\*\*5342

Name on Bank Account: DODG Corporation

Email: manhedge@gmail.com



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**Terms of Use | Privacy**

PG&E refers to Pacific Gas and Electric Company, a subsidiary of PG&E Corporation. © 2016 Pacific Gas and Electric Company. All rights reserved.

000131

99970007525634700004000000000400000

copy

101912

Invoice Number	Invoice Date	Amount Due	Amount Enclosed
0007525634 -7	04/06/2016	\$ 4,000.00	

GERMAN KAUR  
 4849 E 12TH ST  
 OAKLAND CA 94601

PG&E  
 Box 997300  
 Sacramento, CA  
 95899-7300

To Pay Online, please go to <http://www.pge.com/ProjectPayments> or  
 Please return this portion with your payment. Thank you.

\*

When Making Inquiries or Address Changes,  
 Please Contact :

Customer Number  
 1345203

Daniel Trujillo  
 0-437-2474

Invoice Number  
 0007525634 -7

In connection with your application for new gas and/or electric service and as explained in the application, PG&E will require a cash payment in advance for your project. This advance payment is required for the cost of an engineering review, design work, and cost development. The amount of the advance is based upon PG&E's current costs, utilizing the information submitted in your application for new service addressing the scope of your project.

Your project manager will review the scope of work needed to complete a construction quality estimate. If the billed engineering advance is insufficient to cover PG&E's design and project management costs or other work as required, PG&E may require an additional advance before proceeding.

The engineering advance will be applied to the total contract cost upon completion of the design and cost estimate. Any difference between the engineering advance and contract cost will either be refunded (without interest) or billed, as applicable. At any time you may request that we cancel your project, however, we may retain all or a portion of the engineering advance and bill any costs incurred above that amount. This fee is dependent upon the amount of work PG&E has performed at the time of cancellation.

If the requested advance payment is not received by PG&E within 90 days from the date of this invoice, PG&E reserves the right to cancel this location for service.

**IMPORTANT: By going forward with this project and paying the engineering advance to PG&E you are also agreeing to pay PG&E for all costs PG&E incurs for your project in the event that your project is cancelled, even if the costs PG&E incurs are more than this advance.**

Identification : 111351165  
 Project Description : GEP 654 26TH ST OAKLAND

Line Item Subtotal	4,000.00
<b>AMOUNT NOW DUE \$</b>	<b>4,000.00</b>

000132

Utilities: Gas and Electric

4/6/2016  
Customer #1345203 - GEP 654 26th Street, Oakland

4,000.00

Wells Fargo

Customer #1345203 - GEP 654 26th Street, Oak

4,000.00

000133



**Pacific Gas and Electric Company**  
**Agreement to Perform**  
**Tariff Schedule Related Work**

**DISTRIBUTION:**  
 APPLICANT (Original)  
 DIVISION (Original)  
 ACCTG. SVCS.

**REFERENCES:**  
 Notification # 111351165  
 Contract # 1217108  
 ERR-PM #  
 GRR-PM # 31276011

**GERMAN KAUR, An Individual (Applicant) has requested PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (PG&E), to perform the tariff schedule related work as located and described in paragraph 3 herein. PG&E agrees to perform the requested work and furnish all necessary labor, equipment, materials and related facilities required therefor, subject to the following conditions:**

- Whenever part or all of the requested work is to be furnished or performed upon property other than that of Applicant, Applicant shall first procure from such owners all necessary rights-of-way and/or permits in a form satisfactory to PG&E and without cost to it.
- Applicant shall indemnify and hold harmless PG&E, its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of any person, including but not limited to, employees of PG&E, Applicant or any third party, or for the loss, destruction or damage to property, including, but not limited to property of PG&E, Applicant or any third party, arising out of or in any way connected with the performance of this agreement, however caused, except to the extent caused by the active negligence or willful misconduct of PG&E, its officers, agents and employees. Applicant will, on PG&E's request, defend any suit asserting a claim covered by this indemnity. Applicant will pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorneys' fees.
- The location and requested work are described as follows: (Describe in detail the materials and facilities to be furnished and/or work to be performed by PG&E. If more space is required, use other side and attach any necessary drawings as Exhibits A, B, C, etc):

**LOCATION: 654 26TH ST OAKLAND, 94612**

**DESCRIPTION OF WORK: Cut off existing gas service and relocate on other side of building.**

		Electric	Gas
Engineering & Administrative Cost		\$0.00	\$2,927.33
Value of Applicant Design Work	(+)	\$0.00	\$0.00
Additional Applicant Design Plan Checks	(+)	\$0.00	\$0.00
Facilities (Cable, Transformers / Gas Pipe)	(+)	\$0.00	\$1,118.47
Trench, Conduits & Substructures	(+)	\$0.00	\$7,015.98
Tie-In / Meters	(+)	\$0.00	\$4,513.74
Trench Permits & Land Rights	(+)	\$0.00	\$0.00
Inspection Fees	(+)	\$0.00	\$657.57
<b>Sub Total</b>	<b>(=)</b>	<b>\$0.00</b>	<b>\$16,233.09</b>
plus ITCC @ <u>0.0%</u> Electric <u>22.0%</u> Gas	(+)	\$0.00	\$3,571.28
plus Non Taxable Work	(+)	\$0.00	\$0.00
D.0405055 Line Extension Costs - Residential	(+)	\$0.00	\$0.00
D.0405055 Line Extension Costs - Non-Residential	(+)	\$0.00	\$0.00
less Value of Relocation Applicant Design Work	(-)	\$0.00	\$0.00
less Work Provide by Applicant	(-)	\$0.00	\$7,015.98
less Salvage	(-)	\$0.00	\$0.00
<b>Total Payment</b>	<b>(=)</b>	<b>\$0.00</b>	<b>\$12,788.39</b>



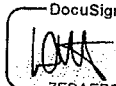
4. Applicant shall pay to PG&E, promptly upon demand by PG&E, as the complete contract price hereunder, the sum of Twelve Thousand Seven Hundred Eighty-Eight Dollars And Thirty-Nine Cents (\$12,788.39)

Upon completion of requested work, ownership shall vest in:  PG&E  Applicant

Executed this 1 day of December 2016

**GERMAN KAUR, An Individual**


**PACIFIC GAS & ELECTRIC COMPANY**

DocuSigned by: Applicant  
By:   
7EBAED971555417...

By: John Dufrane

**GERMAN KAUR**  
Print/Type/Name

**John Dufrane**

Title: 

Title: **Service Planning Supervisor**

Mailing Address: 4849 E 12TH ST  
OAKLAND, CA 94601

000134



4442544850

**PROPOSAL/CONTRACT**

General Description: Two story live/work building located at 2601 Martin Luther King Way, Oakland, CA, for D&K Corporation, the owner. Interior improvements for this building is done by another consultants and this information is provided to the Architect as base drawings. Exterior modifications was started including replacement of siding, windows etc. w/o proper drawings and details. Scope of this contract is to prepare exterior siding details including replacement of windows and flashing and the tile skirting at the bottom. Scope will also include T-24 for the exterior envelope.

The scope of Services to include:

- Visit the existing premises as necessary to note down existing information.
- Prepare the existing building elevations.
- Show siding and flashing details including windows.
- Compose Building permit drawings for Owner to obtain:
  - Building Permit from the City of Oakland.
  - Incorporate all plan check comments from the City of Oakland until the permit is issued.

Excluded are Structural calculations and drawings or any other type scope. Also excluded are sign permit, Building Permit fees and any other special approvals or fees that may be required.

Schedule for this work is three (3) working days plus +/- two (2) days for T-24 work.

Owner to pay all printing and reproduction charges.

<u>Total lump-sum fees are as follows:</u>	\$2,000.00 (Two Thousand
dollars)	
Retainer	\$1,000.00
At the submittal to Building Department	\$1,000.00

Owner's acceptance: 

Date: 5/18/2016



DODG CORPORATION

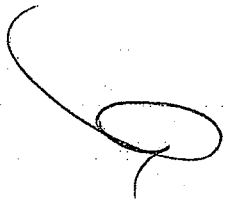
Salim Kerawala Architecture  
Construction & Renovations: Architectur

Architectural Fee 2601 MLK Jr Wy  
Fee Paid in Full

5/24/2016

4088

2,000.00



Wells Fargo

Architectural Fee 2601 MLK Jr Wy

2,000.00

000136

3/16/2016

Owner: DODG Corporation

Contractor: Sings Investments / Bill Wong

Project: 2601 MLK Jr Wy, Oakland, Ca

Construction Agreement with Bill Wong — Sings Investments

Finish construction of (2) ground-floor live-work units. Contractor to complete 100% of finishing work and deliver final acceptance & certificate of occupancy (COO) from City of Oakland. Work shall include but not limited to the following:

- new porcelain tile flooring in all areas including basement, with exception of stairs and mezzanines which will have wood floors.
- basement area will be finished — framed, insulated and sheet rocked — all walls and ceilings included. textured and painted as well. new electrical wall outlets to be installed throughout. add at least 1 wall heater.
- kitchen cabinets and granite slab counter-tops to be installed. garbage disposals installed.
- new interior doors, frames, trim
- bathrooms to have new vanities, vent fans and lighting. shower and tubs to have glass doors installed, not rods and curtains.
- tankless water heaters to be installed.
- wall heaters installed according to approved plans. install additional wall heater in basement.
- all materials to be of good quality, overall color scheme and designs to be approved by Owner.
- Contractor to upgrade electrical in upstairs apartment facing 26th St. Work includes GFCI electrical outlet upgrades in kitchen and bathroom.


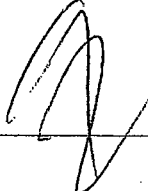
Total Price — \$67,000.00

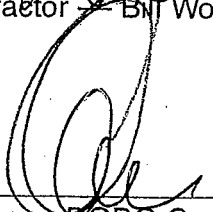
*For Basement Heater*

*+ 1000 = 68,000*



Not included: appliances

  3/16/16  
 Contractor — Bill Wong Date

 3/16/16  
 Owner — DODG Corporation Date

000137

DODG CORPORATION

Sings Investment Inc.  
Construction & Renovations

3936

3/16/2016

Construction 2601 MLK Jr Wy — 2 Ground-Floor Unit  
Total Cost: \$68,000 Remaining Balance: \$58,000

10,000.00

Wells Fargo

Construction 2601 MLK Jr Wy

10,000.00

000138

DODG CORPORATION  
Sings Investment Inc.  
Construction & Renovations

3967

3/28/2016  
Construction 2601 MLK Jr Wy — 2 Ground-Floor Unit  
Total Cost: \$68,000 Remaining Balance: \$43,000

15,000.00

Wells Fargo

Construction 2601 MLK Jr Wy

15,000.00

000139

DODG CORPORATION

Sings Investment Inc.  
Construction & Renovations

3970

4/1/2016  
Construction 2601 MLK Jr Wy — 2 Ground-Floor Unit  
Total Cost: \$68,000 Remaining Balance: \$33,000

10,000.00

Wells Fargo

Construction 2601 MLK Jr Wy — 2 Ground-Floor

10,000.00

000140

05/09/2017 DODG CORPORATION  
Sigs Investment Inc.

4840

Construction 2601 MLK JR. Way

5,000.00

Wells CHK 5342

Construction 2601 MLK JR. Way

5,000.00

000141

DODG CORPORATION  
Sings Investment Inc.  
Construction & Renovations

6/30/2016

Construction 2601 MLK (2 Ground Units)  
Total Contract: \$68,000 Remaining: \$18,000

4161

15,000.00

Wells Fargo

Construction 2601 MLK (2 Ground Units)

15,000.00

000142

DODG CORPORATION  
Sings Investment Inc.  
Construction & Renovations

4529

12/19/2016

Construction 2601 MLK Jr Wy

*Remain: \$13,000.00*

5,000.00

Wells Fargo  
Construction 2601 MLK Jr Wy

5,000.00

000143



06/12/2017  
ROD'S CORPORATION  
Sings Investment Inc.

Final Pmt - Construction - 2601 MLK

4910

3,000.00

*100-6/12/17*

Wells CHK 5342

Final Pmt - Construction - 2601 MLK

3,000.00

000144

## CONTRACTOR AGREEMENT

This contractor Agreement is made effective as of March 28, 2015 by and between Bill Wong of Sings Investment Inc. and Owner of property.

## AGREEMENT

Therefore, in consideration of mutual promises contained in this Agreement, the parties agree as follow:

Contractor agreed to provide all labor of <sup>material</sup> construction work for 2601 Martin Luther King Way, Oakland, CA. according to the plans and specification which was given to the contractor.

1. <sup>new</sup> Electrical work per plan. Electrical fixture is limited \$1,000 per unit.
2. <sup>plumbing</sup> Plumbing per plan. All plumbing fixture to be standard, white fixture.
3. Mechanical per plan. Heater will be wall type. HWH be 40,000 btuh.
3. Carpentry per plan. Doors and vinyl windows per plan, except store front window
4. One moment frame per plan.
5. Gas meters & elect meters to 26th st.

Contractors will complete the service strictly accordance with the plan and spec as containing here and in workmanlike manner meeting all the local codes and state codes.

**INSURANCE:** Contractor carry the liability and worker comp insurance \$1,000,000.

**COMPLETION:** All work shall complete with    months from the date of this contract.

**PERMITS:** all permits to be paid any obtained by Property Owner.

**CHANGE ORDERS:** If ~~MC Contractor~~ requests or required any change either expanding or limiting the scope of work to be perform under the original contract, shall accept such change order to be agreed by General contractor in writing of such change order signed by both party.

In exchange of above Service, Sings Investment Inc. agree the as following:

**PAMENT FOR THE SERVICE:**

PAYMENT TERMS INTO FIVE PAYMENTS:

000145

Sings Investments  
Bill Wong

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

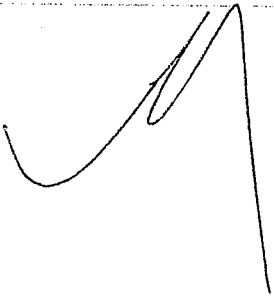
June 6, 2017

Re: Special Building Inspection Letter for 2601 Martin Luther King Jr. Wy., Oakland

DODG Corporation:

Please provide payment in the amount of \$500 for special inspection letter for 2601 Martin Luther King Jr. Wy, Oakland.

Sincerely,  
Bill Wong



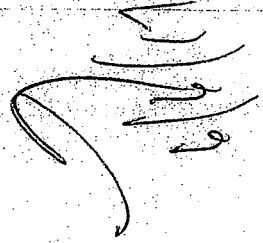
000146

RODIG CORPORATION  
06/06/2017

4886

500.00

Building Inspection 2601 MLK



Wells CHK 5342

Building Inspection 2601 MLK

500.00

000147

2601 MLK

CONSTRUCTION NEW CONCRETE LANDING IN FRONT.

CONSTRUCTION 1-HR WALL @ BASEMENT W/ 3/4 HR RATED DOOR

WRAP OUTDOOR 4x4 POST W/ 5/8" GYP BD.  
PAINT RAIL

TOTAL \$ 5500<sup>00</sup>.

Bill  
Ming (Wong) 2/7/2017

Pay 4000<sup>00</sup> on 2/7/17  
Pd on 2/7/17 Chk # 4645

1500<sup>00</sup> Pay when all  
work is done and Final-  
Final - Final - Final and  
Final X Ming

000148

DODG CORPORATION

4645

2/7/2017

Sings Investment Inc.  
Construction & Rennovations

Additional Construction - 2601 MLK  
Total: \$5,500, Remaining: \$1,500.00

4,000.00

ells Fargo

Additional Construction - 2601 MLK

6  
4,000.00

000149

2601 MLK

5/19/17

Downstairs / Basement  
New Sheetrock / walls

Extra Pd.

3,700

2601 MLK → construction → Basement → \$3,700.00

Check # 4801 ✓

\$2,000 → construction → ground units

000150

11/10/12

05030206 CORPORATE SINGS Investment Inc.

Const 2601 MLK - Basement - Final Pmt

4861

3,700.00

*W-*

Wells CHK 5342

Construction 2601 MLK

3,700.00

000151



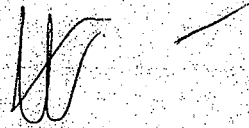
DOB CORPORATION  
05/19/2017

Sings Investment Inc.

4860

Construction 2601 MLK - 2 Ground Floor Units

2,000.00



Wells CHK 5342

Construction 2601 MLK - Ground Floor Units

2,000.00


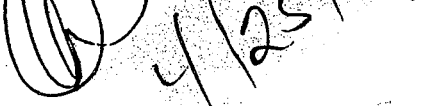
000152

few sheet Roc  
Credit

Date April 25, 2016

This is to agree between Bill Wong, Sing's Investment, and Dodge Corporation, for the construction site at 2601 MLK Jr. Way.

- ① Bill Wong to replace header on the front wall of the building with proper posting and support. The cost for this work will be \$2,800.~
- ② Dodge Corporation to provide Bill Wong tiles for two units. Bill Wong to give credit for \$2.50 per sq ft. of the tiles to be installed.
- ③ ~~Bill to install 18 x 18 tiles in the basement~~  
Bill to install tiles in the basement provided by Dodge Corporation. For Basement tiles area Bill to provide \$1.00 per sq ft credit to Dodge Corporation

Contractor Bill Wong →   
 Suzanne Mann → 

000153

\$~~2500~~ up stair (already done)  
↳ plumbing change to vent to roof

\$~~2000~~ elct up grade same unit  
su. undersize  
New Arc Fault Cir breaker  
in subpanel & bring su-wire  
to main.

up stair right unit → Pd. 9/4/15  
~~2500~~ design title 24 2500 ~~3541~~

Electrical - 15K ± , ~~5000~~ start  
Plumbing - 15K ± , ~~5000~~ start.

Bal of 2601 short, ~~10K~~ cash

Sprinkler 13K - ~~6K~~ start

646 Hegeberger  
↳ construction documents for building permit  
7200 22K

~~5K~~ start Pd. 9/4/15  
~~8K~~ start 5000  
Pd. 9/4/15  
8000

000154

DODG CORPORATION

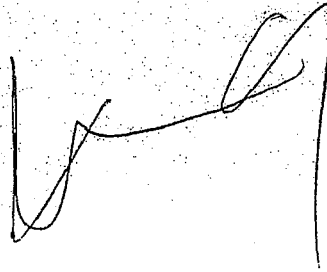
3541

Bill Wong

9/4/2015

Construction & Renovations Architectur 2601 MLK Jr Wy 2nd Story Architectural Drawings

2,500.00

A handwritten signature in black ink, appearing to be 'W Wong', written over a light gray rectangular background.

Wells Fargo

2,500.00

v.techchecks.net ORDER # 240557

000155

DODG CORPORATION

Sings Investment Inc.  
Construction & Renovations

Plumbing 2601 MLK Jr Way  
Plumbing #4

12/30/2015

3778

3,500.00

*Handwritten initials and date: "AD" and "12/30/15"*

Wells Fargo

Plumbing 2601 MLK Jr Way

3,500.00

000156

116-00165 RC/SK

RECEIVED  
CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM

<b>CITY OF OAKLAND</b> <b>RENT ADJUSTMENT PROGRAM</b> 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	For date stamp. <p style="text-align: center;"><b>2016 SEP 19 PM 3:16</b></p> <p style="text-align: center;"><b><u>LANDLORD PETITION</u></b>  <b><u>FOR CERTIFICATE OF EXEMPTION</u></b>  <b>(OMC §8.22.030.B)</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 DODG Corporation	Complete Address (with zip code) 4849 E. 12th Street Oakland, CA, 94601	Telephone Day: _____	
Your Representative's Name Harmit S. Mann	Complete Address (with zip code) 4849 E. 12th Street Oakland, CA, 94601	Telephone Day: _____	
Property Address 2601 Martin Luther King Jr. Wy, Oakland, CA 94612		Total number of units in bldg or parcel. Four (4)	
Type of units (circle one)	<input checked="" type="radio"/> Single Family Residence (SFR)	<input type="radio"/> Condominium	<input type="radio"/> Apartment or Room
If an SFR or condominium, can the unit be sold and deeded separately from all other units on the property?		<input type="radio"/> N/A <input type="radio"/> Yes	<input type="radio"/> 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:

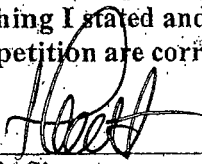
1. Did the prior tenant leave after being given a notice to quit (Civil Code Section 1946)?
2. Did the prior tenant leave after being a notice of rent increase under Civil Code Section 827?
3. Was the prior tenant evicted for cause?
4. Are there any outstanding violations of building, housing, fire,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

9/14/16

Date

Owner's Signature

Date

**Important Information**

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

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

**ADDRESS: 2601 MARTIN LUTHER KING Jr. Wy, OAKLAND, CA 94612**

<b>Unit Number</b>	<b>Unit Type</b>	<b>Tenant's Name</b>
2601 MLK #1	Live-work	VACANT
2601 MLK #2	Live-work	VACANT
2601 MLK #3	Residential	VACANT
2601 MLK #4	Residential	VACANT