

HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD
REGULAR MEETING

September 13, 2018
7:00 P.M.
CITY HALL, HEARING ROOM #1
ONE FRANK H. OGAWA PLAZA
OAKLAND, CA

AGENDA

1. CALL TO ORDER
2. ROLL CALL
3. CONSENT ITEMS
 - i. Approval of Minutes
 - a. Board Minutes, August 30, 2018
4. OPEN FORUM
5. NEW BUSINESS
 - A. Appeal Hearings in:
 - 1) T16-0539, Hudson v. Lantz Properties
 - 2) T16-0622, Hall v. Leung
6. SCHEDULING AND REPORTS
7. ADJOURNMENT

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 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, Cantonese, Mandarin o de lenguaje de señas (ASL) por favor envíe un correo electrónico a sshannon@oaklandnet.com o llame al (510) 238-3715 o 711 por lo

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OAKLAND
2018 SEP -5 PM 4:00

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 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.

CITY OF OAKLAND
HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD
Meeting

August 30, 2018

7:00 p.m.

City Hall, Hearing Room #1
One Frank H. Ogawa Plaza, Oakland, CA

MINUTES

2018 SEP -5 PM 4:00

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1. CALL TO ORDER

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

2. ROLL CALL

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

Staff Present

Luz Buitrago Deputy City Attorney
Barbara Kong-Brown Senior Hearing Officer

3. CONSENT ITEMS

a. Board Minutes, August 16, 2018

E. Lai moved to approve the minutes. U. Fernandez seconded. The Board voted as follows:

Aye: J. Warner, U. Fernandez, K. Friedman, T. Hall, E. Lai
Nay: 0
Abstain: B. Scott

000003

The motion was approved by consensus.

4. OPEN FORUM SPEAKERS

Leonard Name

Malia Goulart

5. NEW BUSINESS

A. Hearing in appeal cases:

i.

a. T16-0104, Meyer v. Harris

Appearances: Roderick Harris	Owner Appellant
Simone Meyer	Tenant Appellee

The owner appealed from a hearing decision which found no good cause for his failure to file a response to a tenant petition within 35 days after service of a notice by the Rent Adjustment Program (RAP). The owner contended that

The owner contended that he did not receive notice of the tenant petition. He did not receive the paperwork and was not able to bring his facts into the hearing. He did not have a voice. He only had notice of the court date.

The tenant stated that she was given the 2509 109th Avenue address from the Rent Board. The petition did not have a mailing address for the owner. The tenant had a rental agreement but did not receive a copy of it. If she needed to contact the owner she would call him. If she needed to contact him she would ask for his address. She called the Rent Board and was provided with the 2509 109th Avenue address.

The Board stated that the issue is whether there was good cause for the owner not filing a response to the tenant petition. The tenant petition did not state the owner's address. The petition was sent to the property address which is 2509 109th Avenue. The owner's address is 1953 102nd Avenue. The owner stated that he received the tenant petition from one of his tenants about one week before the hearing.

Regarding the owner's ability to present evidence at the hearing the Board discussed the policy that if a response is not timely filed the owner may not submit evidence and is limited to cross examination and closing argument. There was discussion of the hearing decision which stated that there was no good cause for the owner's failure to file a response because no explanation was provided by the owner.

After questions to the parties and Board discussion J. Warner moved to affirm the hearing decision based on substantial evidence. U. Fernandez seconded. The Board voted as follows:

Aye: E. Lai, U. Fernandez, J. Warner,
Nay: T. Hall, K. Friedman
Abstain: B. Scott

The motion carried.

- b. T17-0146 Ross v. Page
L17-0093, Page v. Tenant

This case was granted a postponement

6. OLD BUSINESS

- a. Board discussion of establishing a regular policy committee

The Board continued its discussion regarding establishment of a regular ad hoc policy committee. The Board discussed whether it should focus on policy revisions to the Rent Ordinance and Regulations or Board operating procedures for consistency and continuity, whether there should be two separate committees and who would be on the committee. There was discussion about whether there was a need for RAP to provide staff for these meetings. The Board determined that E. Lai and K. Friedman should discuss this topic further with Maryann Leshin and/or Michele Byrd and provide a written report to the Board which shall be agendaized for a future Board meeting. Staff will provide contact information for follow up.

7. SCHEDULING & REPORTS

None

8. ADJOURNMENT

The meeting was adjourned by consensus at 8:23 p.m.

CHRONOLOGICAL CASE REPORT

Case No: T16-0539
Case Name: Hudson v. Lantz Properties
Property Address: 443 Lee Street, #201, Oakland, CA
Parties: Edgar Lantz (Owner)
Renia Hudson (Tenant)

LANDLORD APPEAL

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	September 29, 2016
Owner Response filed	November 14, 2016
Hearing Decision Mailed	April 14, 2017
Owner Appeal filed	May 3, 2017

T16-0589 KM/SR

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM Mail To: P. O. Box 70243 Oakland, California 94612-0243 (510) 238-3721	For date stamp. RECEIVED CITY OF OAKLAND RENT ARBITRATION PROGRAM 2016 SEP 29 PM 3:49
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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>Renia Hudson</i>	Rental Address (with zip code) <i>443 Lee St. # 201 Oakland, Ca. 94610</i>	Telephone <i>510-834-5228</i>
Your Representative's Name	Mailing Address (with zip code)	Telephone
Property Owner(s) name(s) <i>Lantz Properties, LLC</i>	Mailing Address (with zip code) <i>5339 Broadway, Suite 400 Oakland, Ca. 94616-1903</i>	Telephone <i>510-428-9111</i>

Number of units on the property: 37

Type of unit you rent (circle one)	House	Condominium	<u>Apartment</u> Room, or Live-Work
Are you current on your rent? (circle one)	<u>Yes</u>	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 checked="" type="checkbox"/>	(a) The increase(s) exceed(s) the CPI Adjustment and is (are) unjustified or is (are) greater than 10%.
<input type="checkbox"/>	(b) The owner did not give me a summary of the justification(s) for the increase despite my written request.
<input type="checkbox"/>	(c) The rent was raised <u>illegally</u> after the unit was vacated (Costa-Hawkins violation).
<input type="checkbox"/>	(d) No written notice of Rent Program was given to me together with the notice of increase(s) I am contesting. (Only for increases noticed after July 26, 2000.)
<input type="checkbox"/>	(e) A City of Oakland form notice of the existence of the Rent Program was not given to me at least six months before the effective date of the rent increase(s) I am contesting.
<input checked="" type="checkbox"/>	(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: 11/19/1996 Initial Rent: \$ 650 /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: 8/30/16 . 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		
8/30/2016	10/1/2016	\$ 1009.69	\$ 1050.88	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<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, 2nd Floor, Oakland, CA 94612. Phone: (510) 238-3381

IV. VERIFICATION: The tenant must sign:

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

Renee Heed
Tenant's Signature

9/29/2016
Date

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

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

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

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

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

Renee Heed
Tenant's Signature

9/29/2016
Date

VI. IMPORTANT INFORMATION:

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

File Review

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

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

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

Renia Hudson

9/29/16

On August 30th, 2016 I received a notice in the mail and one was slid under the door to my apartment notifying me of a rent increase above the normal increase due to Capital improvement cost. My bathroom had a hole in the ceiling, The trap door above my bath tub was loose and paint was falling in my tub, and my apartment had 3 huge leaks from the apartment above me and one was water infested. The hole over the bath tub had gotten larger, which by the way was leaking periodically, and several calls and emails were sent to Kantz Properties. 5 months later I was contacted and told that it would take 2-3 days max. to fix my ceiling then I was told that I would get a brand new bathroom. It took over a week, I had no access to my bath tub or shower for several days, and had to use the shower downtown Oakland at my gym and one day at my neighbors apartment. I was inconvenienced and my time was money just like his breakdown of fees to fix what had deteriorated in my bathroom. I have no receipts to justify what he is claiming and I don't feel like the cost to maintain the apartment's bathroom which was inhabitable should be turned over to me to pay. It took longer because the measurements on some materials weren't correct and when the sink was replaced the smell of glue was extremely overpowering and I had to stay somewhere else. which

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again was another inconvenience to me.

Thank-you
Renee Reed

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CITY OF OAKLAND RENT ADJUSTMENT PROGRAM P.O. Box 70243 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	RECEIVED For filing stamp. CITY OF OAKLAND RENT ARBITRATION PROGRAM 2016 NOV 14 PM 12:22
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Please Fill Out This Form As Completely As You Can. Failure to provide needed information may result in your response being rejected or delayed.

CASE NUMBER T16-0539

OWNER RESPONSE

Please print legibly.

Your Name LANTZ PROPERTIES LLC EDGAR A. LANTZ	Complete Address (with zip code) 5339 BROADWAY #400 OAKLAND, CA 94618	Phone: (510) 428-9111 Email: lantzproperties@lantzproperties.com
Your Representative's Name (if any)	Complete Address (with zip code)	Phone: _____ Fax: _____ Email: _____
Tenant(s) name(s) RENIA HUDSON	Complete Address (with zip code) 443 LEE ST # 201 OAKLAND, CA 94610	(510) 834-5228

Have you paid for your Oakland Business License? Yes No Number **2843900 'EXHIBIT 1'**
 (Provide proof of payment.)

Have you paid the Rent Adjustment Program Service Fee? (\$30 per unit) Yes No **"EXHIBIT 2"**
 (Provide proof of payment.)

There are **28** residential units in the subject building. I acquired the building on **6/29/1984**

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

I. RENTAL HISTORY

The tenant moved into the rental unit on **12/1/1996**.

The tenant's initial rent including all services provided was \$ **650.00** / month.

Have you (or a previous Owner) given the City of Oakland's form entitled **NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM ("RAP Notice")** to all of the petitioning tenants? Yes No I don't know If yes, on what date was the Notice first given? **11/19/1996**

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 X No _____. If yes, on what date was the Enhanced Notice given? 8/31/2016. Did you submit a copy of the Enhanced Notice to the RAP office within 10 days of serving the tenant? Yes X No _____. Not applicable: there was no capital improvements increase. _____

"EXHIBIT 3"
"EXHIBIT 4"
"EXHIBITS"

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

"EXHIBIT 6"

Date Notice Given (mo/day/year)	Date Increase Effective (mo/day/year)	Amount Rent Increased		Did you provide NOTICE TO TENANTS with the notice of rent increase?
		From	To	
		\$	\$	<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)
<u>10/1/2016</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> "EXHIBIT 3"	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

III. DECREASED HOUSING SERVICES

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

IV. EXEMPTION

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

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

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

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

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

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

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

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

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

V. IMPORTANT INFORMATION

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

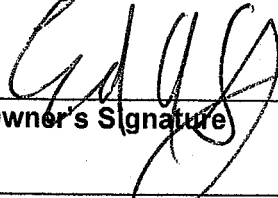
NOTE: If you do not file a timely Response, you will not be able to produce evidence at the Hearing, unless you can show good cause for the late filing.

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

VI. VERIFICATION

Owner must sign here:

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



Owner's Signature

11/11/2016

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

ENHANCED NOTICE TO TENANTS FOR CAPITAL IMPROVEMENTS*

This enhanced notice must be served with a notice of rent increase and RAP Notice and filed with the Rent Adjustment Program within 10 days of service of these notices on the tenant.

Date: 8/30/2016

To Tenant(s): Renia Hudson

Property Address: 443 Lee St. Unit Number 201

Current Rent: \$ 1,008.44 # of Units 27

Date of Rent Increase: 10/01/2016

Step 1: Enter the building-wide capital improvements (See instructions for examples)

Building-wide Capital Improvements CATEGORY(Attach separate sheet if needed)	TOTAL COSTS	DATE COMPLETED	DATE PAID FOR
SUBTOTAL:			

Step 2: Multiply Subtotal in Step 1 by 70% (Increase Limited to 70%)

$$\text{\$ } \frac{\text{Subtotal}}{\text{Subtotal}} \times 70\% = \frac{\text{Step 2}}{\text{Step 2}}$$

Step 3: Divide results of Step 2 by the number of units affected

$$\text{\$ } \frac{\text{Step 2}}{\text{Step 2}} \div \frac{\text{\# of units}}{\text{\# of units}} = \text{\$ } \frac{\text{Step 3}}{\text{Step 3}}$$

Step 4: Enter capital improvements for specific unit

Unit-Specific Capital Improvement CATEGORY (Attach separate sheet if needed)	TOTAL COSTS	DATE COMPLETED	DATE PAID FOR
Refurbish Bathroom	\$3531.05	1/14/2016	1/14/2016
SUBTOTAL:	\$3531.05		

Step 5: Multiply Subtotal in Step 4 by 70% (Increase Limited to 70%)

$$\frac{\$3531.05}{\text{Subtotal}} \times 70\% = \frac{\$2471.74}{\text{Step 5}}$$

Step 6: Add:

6a: TOTAL for building wide capital improvement for this unit (Step 3)

\$ _____

6b: TOTAL for unit specific capital improvement (Step 5)

\$ 2471.74

6c: Total allowable cost for unit (pre-amortization)

\$ 2471.74
(6c)

Step 7: INSTRUCTIONS TO CALCULATE THE AMORTIZATION PERIOD

To calculate the amortization period (length of time for the pass-through), first calculate 10% of the current monthly rent.

Step 7a: (10% limit) Current Rent \$ 1,008.44 x 10% = \$ 100.84
(7a)

Step 7b: (# of months)
Divide the total allowable pass-through (6c) by 7a \$ $\frac{2471.74}{(6c)} \div \frac{100.84}{(7a)} = \frac{24.5}{(7b)}$

Step 7c: (60 months?) If the number determined in 7b is less than or equal to 60, the amortization period is 60 months or 5 years.

Step 7d: (Length of time?) If the number determined in 7b is greater than 60, divide 7b by 12.

$$\frac{(7b)}{\div 12} = \frac{(7d)}{\quad}$$

Step 7e: (# of years) If 7d is not a whole number, round up to the next highest number. _____
(7e)

7e= the # of years you are allowed to pass through the rent increase.

Step 7f: (Allowable # of months) The allowable # of months is 7e x 12 _____. The rent increase ends on the last month.

Step 8: INSTRUCTIONS TO CALCULATE THE RENT INCREASE

Step 8a: If the number determined in 7b is less than or equal to 60, divide the total pass-through per unit (6c) by 60.

$$\frac{\$2471.74}{6c} \div \underline{60} = \$41.19$$

ALLOWABLE RENT INCREASE

Step 8b: If the number determined in 7b is greater than 60, divide the total pass-through per unit (6c) by the number of allowable months (7f)

$$\frac{\$}{6c} \div \underline{7f} = \$$$

ALLOWABLE RENT INCREASE

Step 9: PROVIDE NOTICE OF THE NEW RENT AND AMORTIZATION PERIOD

Rent Increase Amount: \$ 41.19

Rent Increase% 4.08 (cannot exceed 10%) (To determine the % divide the rent increase amount by the current rent, then multiply the remaining number by 100)

$$\frac{\$41.19}{\text{Rent increase}} \div \frac{\$1008.44}{\text{Current Rent}} \times 100 = \frac{4.08}{\% \text{ increase}}$$

New Rent: \$ 1049.63 (old rent plus rent increase)

Amortization Period 5 (In years, minimum of 5)

Date Rent Increase Begins: 10/01/2016 Date Rent Increase Ends: 9/30/2021

*An Owner may still file an *Owner Petition* for capital improvement increase instead of the enhanced notice requirements.

Use of this form is optional; an owner may provide his or her own form that meets the requirements of the RAP Ordinance and Regulations.

There is an excel spreadsheet available on the RAP website which will calculate the amortization period for you.

<http://www2.oaklandnet.com/Government/o/hcd/s/LandlordResources/index.htm>

LANTZ PROPERTIES LLC

LANDLORD RESPONSE TO I & III OF TENANT PETITION

Hudson vs. Lantz Case Number: T16-0539

I. Grounds for Petition

Hudson checked "(a) The increase(s) exceed(s) the CPI Adjustment and is (are) unjustified or is (are) greater than 10%."

Lantz response: This statement is untrue. We did not use the CPI index, we used the Capital Improvement passthrough which is part of the City of Oakland Municipal Code Section 8.22 and by Rules and Procedures adopted by the Oakland City Council.

Hudson checked "(f1) The housing services I am being provided have decreased."

Lantz response: The letter that was in the Tenant Package dated 9/9/2016 was extremely hard to read and not on point, but it appears that Ms. Hudson is claiming she was inconvenienced for seven days while we removed all the old tile, sheetrock in the shower and bathtub area, then installed a new bathtub, new shower walls, new bathroom floor, new bathroom sink, new bathroom countertop and repainting the entire bathroom. The total cost was \$3531.05 of which she was asked to pay 70% or \$2471.74 of the cost or \$41.19 per month according to the rules of the Rent Adjustment Program. That cost per month increase meant that Ms. Hudson's rent went from \$1009.69 (including \$1.25 Oakland Rent Service Fee) to \$1050.88 (including \$1.25 Oakland Rent Service Fee). This rent is for a two-bedroom apartment, with security parking included, one block from Lake Merritt. Ms. Hudson was in total agreement when we did the job. Ms. Hudson said she could shower at the gym and we reimbursed her for that cost. It was only when her anniversary date came up and we sent her the \$41.19 per month passthrough, which expires in five years, that she complained. I don't believe Ms. Hudson is unhappy about her new bathroom. She is only unhappy about having to pay 70% of the cost.

Hudson checked "(f2) At present, there exists a health, safety, fire or building code violation in the unit. If the owner has been cited in an inspection report, please attach a copy of the citation or report."

Lantz response: Lantz Properties is not aware of any existing health, safety, fire or building violations in her apartment and Ms. Hudson did not attach any reports.

(15)

III. Description of Decreased or Inadequate Housing Services.

Hudson checked "Yes" "Are you being charged for services originally paid by the owner?"

Lantz response: Ms. Hudson did not say which services she is being charged for which were originally paid by the owner.

Hudson checked "Yes" "Have you lost services originally provided by the owner or have the conditions changed?"

Lantz response: Ms. Hudson described conditions that were temporary while we were redoing her bathroom.

Hudson checked "Yes" "Are you claiming any serious problem(s) with the condition of your rental unit?"

Lantz response: Ms. Hudson described conditions that were temporary while we were redoing her bathroom.

Sincerely,

Edgar A. Lantz



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: T16-0539, Hudson v. Lantz Properties
PROPERTY ADDRESS: 443 Lee St, #201, Oakland, CA
DATES OF HEARING: March 10 & April 13, 2017
DATE OF DECISION: April 14, 2017
APPEARANCES: Renia Hudson (Tenant; by Telephone on April 13, 2017)
Jack Easterling (Witness for Tenant)
Edgar Lantz (Owner)
Bruce Harmon (Witness for Owner)

SUMMARY OF DECISION

The tenant's petition is partly granted.

CONTENTIONS OF THE PARTIES

The tenant filed a petition on September 29, 2016, which alleges that a proposed rent increase from \$1,008.44 to \$1,050.88, effective October 1, 2016, exceeds the CPI Adjustment and is unjustified or is greater than 10%; that at present there exists a health, safety, fire or building code violation in her unit; and that her housing services have been decreased due to loss of use of her bathroom for an unreasonably long period of time.

The owner filed a response to the petition, which alleges that the proposed rent increase is justified by capital improvements, and denies that the tenant's housing services have decreased.

THE ISSUES

(1) Is a rent increase justified by capital improvements and, if so, in what amount?

000021

- (2) When did the tenant first receive the form Notice to Tenants (RAP Notice)?
- (3) Have the tenant's housing services been decreased and, if so, by what percentage of the total housing services that are provided by the owner?

EVIDENCE

Capital Improvement Costs: The owner submitted a list of purported costs for labor and materials in the tenant's unit.¹ No other documentation was submitted.

RAP Notice: The tenant testified that she first received the RAP Notice before the year 2016.

Decreased Housing Services: At the Hearing, the tenant testified that there was significant damage from water intrusion into her bathroom in March or April 2015 that was not repaired until mid-November 2015.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Capital Improvement Costs: The Rent Adjustment Ordinance states: "In order for an owner to file a response to a tenant petition . . . the owner must provide the following: . . . Documentation supporting the owner's claimed justification(s) for the rent increase."² The Board has held that "[I]n order for a landlord to establish an exemption for a substantially rehabilitated building . . . a landlord must provide evidence independent of his own testimony or summaries prepared in anticipation of the hearing to substantiate the costs of new construction."³ The same principle applies in a capital improvement case.

A list of purported expenses prepared by the owner – without invoices, proof of payment, or other substantial documentation – clearly does not meet the required evidentiary standard for a rent increase. Therefore, the contested rent increase is invalid. Before considering the tenant's claim of decreased housing services, the rent remains \$1,008.44 per month.

Decreased Housing Services: Under the Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent⁴ and may be corrected by a rent adjustment.⁵ However, in order to justify a decrease in rent, a decrease in housing services must be either the elimination or reduction of a service that existed at the start of the tenancy or a violation of the housing or building code which seriously affects the habitability of the tenant's unit.

There is also a time limit for claiming decreased housing services. A tenant petition must be filed within 90 days after the date of service of a rent increase notice or change in the terms of a tenancy or the date the tenant first receives the RAP Notice, whichever is later.⁶ Because the

¹ Exhibit No. 1. The tenant objected to the admission of this document into evidence because the owner had not submitted any receipts or other documentation. The objection was overruled, and the document was admitted into evidence.

² O.M.C. Section 8.22.090(B)(1)

³ T04-0158, Ulman v. Breen & Orton

⁴ O.M.C. Section 8.22.070(F)

⁵ O.M.C. Section 8.22.110(E)

⁶ O.M.C. Section 8.22.090(A)(2)

tenant filed her petition far more than 90 days after she received the RAP Notice, as well as more than 90 days after her bathroom was repaired, her claim of decreased housing services must be denied.

ORDER

1. Petition T16-0539 is partly granted.
2. The rent remains \$1,008.44 per month.
3. The tenant's claim of decreased housing services is denied.
4. Right to Appeal: **This decision is the final decision of the Rent Adjustment Program Staff.** Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) 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: April 14, 2017



Stephen Kasdin
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE

Case Number T16-0539

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

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

Tenant

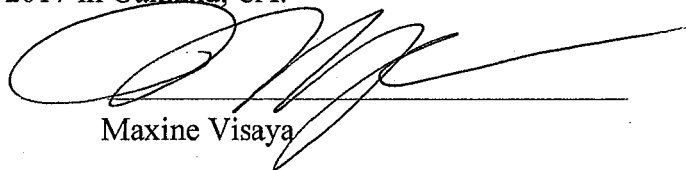
Renia Hudson
443 Lee St #201
Oakland, CA 94610

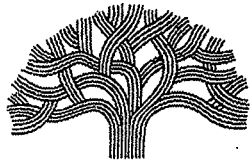
Owner

Edgar Lantz/Lantz Properties LLC
5339 Broadway Suite 400
Oakland, CA 94618

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on April 14, 2017 in Oakland, CA.


Maxine Visaya



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
For date stamp.
2017 MAY -3 PM 2:28

APPEAL

Appellant's Name LANTZ PROPERTIES LLC / EDGAR A. LANTZ		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) 443 LEE ST #201, OAKLAND, CA 94610			
Appellant's Mailing Address (For receipt of notices) 5339 BROADWAY #400, OAKLAND, CA 94618		Case Number T16-0539	Date of Decision appealed 4/14/2017
Name of Representative (if any) BRUCE HARMON		Representative's Mailing Address (For notices) 5339 BROADWAY #400 OAKLAND, CA 94618	

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.

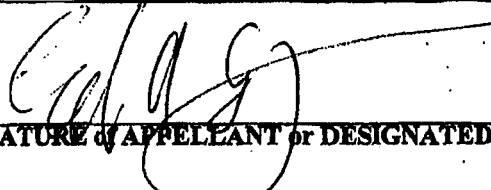
- f) I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. (In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue 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: 17.

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 5/3, 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:

Name	RENIA HUDSON
Address	443 LEE ST #201
City, State Zip	OAKLAND, CA 94610
Name	
Address	
City, State Zip	

	5/3/2017
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

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

IMPORTANT INFORMATION:

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

- Appeals filed late without good cause will be dismissed.
- You must provide all of the information required or your appeal cannot be processed and may be dismissed.
- Any supporting argument or documentation to be considered by the Board must be received by the Rent Adjustment Program with a proof of service on opposing party within 15 days of filing the appeal.
- The Board will not consider new claims. All claims, except as to jurisdiction, must have been made in the petition, response, or at the hearing.
- The Board will not consider new evidence at the appeal hearing without specific approval.
- You must sign and date this form or your appeal will not be processed.
- The entire case record is available to the Board, but sections of audio recordings must be pre-designated to Rent Adjustment Staff.

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

Hudson v. Lantz T16-0439

2) Appealing the decision for one of the grounds below (required):

h) Other

When submitting the Landlord's Response, my assistant mistakenly did not include the time sheets or copies of the receipts. They are included in this appeal. The work was begun in December 2015 and finished in January 2016.

The capital improvements were given to Ms. Hudson on August 31, 2016 and were to begin October 1, 2016.

Ms. Hudson filed a Tenant Petition on September 29, 2016.

Ms. Hudson paid the new rent amount including capital improvements in her October 2016 rent payment.

Lantz Properties LLC files an Owner's Response on November 14, 2016.

There was a Rent Board hearing Hudson v Lantz March 10, 2017.

Hearing decision was made on April 14, 2017. Capital Improvement costs were not given because Landlord failed to include copies of timesheets and copies of receipts to substantiate the cost for my claim for capital improvements.

Respectfully Submitted,
Edgar Lantz

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VISA
B13-201
710.57

Subject: Your Build.com Order #62967080
From: "Build.com" <customerservice@build.com>
Date: Mon, Aug 17, 2015 3:51 pm
To: lantzproperties@lantzproperties.com

(800) 375-3403 Open 7 Days a Week

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Order Number: 62967080
Ordered on Aug 17, 2015

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Hello Bruce,

Thank you for choosing Build.com. If there's anything else we can do to help you, contact me directly at (800) 375-3403 x9506 or at brian.eckert@build.com

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Brian

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[Build.com Network Store](#)
Smarter Home Improvement™

Order Information

Ordered on: Aug 17, 2015
Total: \$2,842.30
Shipping Method: Freight (LTL)
Payment Method: Visa
Credit Card: XXXX-XXXX-XXXX-5606

Order Number
62967080

[Check Order Status](#)

Please Note: Your order will appear as "Build-Charge.com" on your credit card statement

Shipping To

Billing To

Bruce Harmon
Lantz Properties LLC
5339 Broadway #400
Oakland, CA 94618

Bruce Harmon
Lantz Properties LLC
1102 Silverado Trail
Calistoga, CA 94515

Product Description

Unit Price Qty Total

Swanstone SS-60-3 Bathtub Wall Panel System in \$661.00 4 \$2,644.00
Swanstone for 30" x 60" Tub, 60" Tall

Finish: Bisque

Leaves the Warehouse in 1 to 2 business days

Subtotal: \$2,644.00
Tax: \$198.30
Shipping & Handling: \$0.00
Grand Total: \$2,842.30

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Invoice

MORAN SUPPLY

415 40th Street
 Oakland CA 94609
 510-652-7437 Fax 510-652-7499

INVOICE DATE	INVOICE NUMBER
11/02/15	\$1188963.001
REMIT TO:	PAGE NO.
MORAN SUPPLY P.O. BOX 3088 OAKLAND CA 94609	1

BILL TO:
 LANTZ PROPERTIES LLC
 1102 SILVERADO TRAIL
 CALISTOGA, CA 94515

SHIP TO:
 LANTZ PROPERTIES LLC
 1102 SILVERADO TRAIL
 CALISTOGA, CA 94515

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	ORDERED BY	SHIP DATE
329	R13201	JOSE C GUERRERO	11/02/15
JUAN BENAVIDES	PK PICK-UP	2% 10th Net Due 30th	11/02/15
DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
DEARBORN 226-3 WASTE & OVERFLO	1	64.194	64.19
Subtotal			64.19
S&H CHGS			0.00
Sales Tax			6.10
Amount Due			70.29

2015/11/02 12:33:24 PM S1188963.1

JOSE

WARNING: Certain of the galvanized, bronze, plastic and other products sold by Moran Supply contain lead, lead compounds or other chemicals known to the State of California to cause cancer, birth defects or other reproductive harm.

If paid by 12/10/15 you may deduct \$1.28
 Invoice is due by 12/31/15 net of any cash discount.

All claims for shortage or errors must be made at once. Returns require written authorization and are subject to handling charges. Special orders are non-returnable. Past due invoices will be subject to 2% late charge.

(4)

000031

Vine R13-201



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More doing.™

3838 HOLLIS AVE. EMERYVILLE, CA 94608
** RECEIPT REQUIRED FOR ALL REFUNDS**

0627 00001 77014 11/02/15 12:05 PM
CASHIER TXH4536

0000-999-735 CA LBR FEE <A,U>	0.02N
CA LUMBER FEE	
0000-999-735 CA LBR FEE <A,U>	
500.02	0.10N
858197005052 GDF STUDS <A>	
502.42	12.10
MAX REFUND VALUE \$11.77/5	
739767154809 BLDG PAPER <A>	9.48
MAX REFUND VALUE \$9.22	
791556029705 TUB <A>	269.00
MAX REFUND VALUE \$261.60	
0000-424#600 1X3X8PRIME <A>	4.74
.719IN X 2.5IN X 96IN PRMD FJ BOARD	
RSN: 4 50% MKDN	-2.37
MAX REFUND VALUE \$2.30	
-----PRO REWARDS-----	
292.95 Platinum	-8.06
MUST RETURN ALL ITEMS FOR A FULL REFUND	

SUBTOTAL	285.01
SALES TAX	27.69
TOTAL	\$312.70
XXXXXXXXXXXX7190 VISA	312.70
AUTH CODE 08932G	TA

P.O.#/JOB NAME: R13201

<U> - NON-DISCOUNTABLE ITEM

PRO REWARDS SAVINGS \$8.06

CUSTOMER PRO XTRA ID ###-###-9111
MEMBERSHIP LEVEL: Platinum

Pro Rewards 2015 Savings	\$ 457.35
Total qualifying spend	\$16505.65
Addl. spend for next level	\$ 8494.35

MEMBERSHIP LEVEL: Pro Xtra Paint Rewards

Pro Xtra Paint 2015 Savings	\$ 0.00
Total qualifying spend	\$ 0.00
Addl. spend for next level	\$2000.00

Pro Xtra 2015 Savings	\$ 0.00
Total Program Spend	\$16505.65

Thank you for being a Pro Xtra member!
Sign in to your Pro Xtra account and
enter your credit cards to access
receipts!



(5)

Visa R13-201



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More doing.SM

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** RECEIPT REQUIRED FOR ALL REFUNDS**

0627 09001 77014 11/02/15 12:05 PM
CASHIER TXH4586

0000-999-735 CA LBR FEE <A,U>	0.02N
CA LUMBER FEE	
0000-999-735 CA LBR FEE <A,U>	0.10N
590.02	
858197005052 GDF STUDS <A>	12.10
592.42	
MAX REFUND VALUE \$11.77/5	
739767154809 BLDG PAPER <A>	9.48
MAX REFUND VALUE \$9.22	
791556029705 TUB <A>	269.00
MAX REFUND VALUE \$261.60	
0000-424600 1X3X8PRIME <A>	4.74
719IN X 2.5IN X 96IN PRMD FJ BOARD	
RSN: 4 50% MKDN	-2.37
MAX REFUND VALUE \$2.30	
PRO REWARDS	
292.95 Platinum	-8.06
MUST RETURN ALL ITEMS FOR A FULL REFUND	

SUBTOTAL	285.01
SALES TAX	27.69
TOTAL	\$312.70
XXXXXXXXXXXX7199 VISA	312.70
AUTH CODE 08932GZ019171	TA

P.O.#/JOB NAME: R13201

<U> - NON-DISCOUNTABLE ITEM

PRO REWARDS SAVINGS \$8.06

CUSTOMER PRO XTRA ID ###-###-9111
MEMBERSHIP LEVEL: Platinum

Pro Rewards 2015 Savings	\$ 457.35
Total qualifying spend	\$16505.65
Addl spend for next level	\$ 8494.35

MEMBERSHIP LEVEL: Pro Xtra Paint Rewards

Pro Xtra Paint 2015 Savings	\$ 0.00
Total qualifying spend	\$ 0.00
Addl spend for next level	\$2000.00

Pro Xtra 2015 Savings	\$ 0.00
Total Program Spend	\$16505.65

Thank you for being a Pro Xtra member!
Sign in to your Pro Xtra account and
enter your credit cards to access
receipts!



(6)

000033

DID NOT
INCLUDE
TUB
\$269.00

Invoice

MORAN SUPPLY
 415 40th Street
 Oakland CA 94609
 510-652-7437 Fax 510-652-7499

INVOICE DATE	INVOICE NUMBER
11/03/15	S1188997.001
REMIT TO:	PAGES
MORAN SUPPLY P.O. BOX 3088 OAKLAND CA 94609	1

BILL TO:
 LANTZ PROPERTIES LLC
 1102 SILVERADO TRAIL
 CALISTOGA, CA 94515

SHIP TO:
 LANTZ PROPERTIES LLC
 1102 SILVERADO TRAIL
 CALISTOGA, CA 94515

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	ORDERED BY	SHIP DATE
329	r 13201	JOSE C GUERRERO	11/03/15
ORDER	SHIP VIA	TERMS	ORDER DATE
RICHARD MORRIS	PK PICK-UP	2% 10th Net Due 30th	11/03/15

DESCRIPTION	QUANTITY	UNIT PRICE	NET PRICE	TAX
1-1/2 DWV COPPER ADJ P-TRAP	1	1	75.490	75.49
1-1/2 DWV FTGX 1-1/2 ODTRAP AP	1	1	20.633	20.63

2016/11/03 08:40:06 AM S1188997.1

WARNING: Certain of the galvanized, bronze, plastic and other products sold by Moran Supply contain lead, lead compounds or other chemicals known to the State of California to cause cancer, birth defects or other reproductive harm.

If paid by 12/10/15 you may deduct \$1.92
 Invoice is due by 12/31/15 net of any cash discount.

All claims for shortage or errors must be made at once. Returns require written authorization and are subject to handling charges. Special orders are non-returnable. Past due invoices will be subject to 2% late charge.

Subtotal	96.12
S&H CHGS	0.00
Sales Tax	9.13
Amount Due	105.25

(7)

R 13 20 (ad)
B.

THANK YOU FOR SHOPPING AT
GRAND LAKE ACE HARDWARE #2651
(510) 652-1936

11/05/15 9:26AM SUE 551 SALE

SS	2	EA	7.99	EA
PACKAGED SCREWS, ASSTD SIZES				15.98
5173380	1	EA	5.99	EA
6x1-5/8 DRYWALL SCREW-FINE				5.99
4518312	1	EA	5.99	EA
"HARVEYS" WAX RING EXTRA THIC				5.99
5	1	EA	3.49	EA *
5333760				3.49

SUB-TOTAL: 31.45 TAX: 2.99
 DISCOUNT: TOTAL: 34.44
 BC AMT: 34.44

BK CARD#: XXXXXXXXXXXX7198
 ID: 670120265197
 AUTH: 01703G AMT: 34.44
 Host reference #: 042336 Bat#0329
 SWIPED
 CARD TYPE: VISA EXPR: XXXX

Trace # 3053096344

~~R 13 20 11/05/15~~

Bank card 34.44



==> JRNL#A42336
CUST # *5

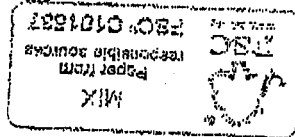
<<==

THANK YOU JOSE GUERRERO
FOR YOUR PATRONAGE

Name : X _____
 I agree to pay above total amount
 according to card issuer agreement
 (merchant agreement if credit voucher)
 Acct: CASH SALE

Customer Copy

(8)



More saving.
More doing.™

3838 HOLLIS AVE. EMERYVILLE, CA 94608
** RECEIPT REQUIRED FOR ALL REFUNDS**

0627 00010 14687 01/14/16 10:02 AM
CASHIER TIANNA - TAM5998

721015311249 OVAL LAV <A>	39.00	-
20"x17" ARAGON WHITE DROP IN SINK		
MAX REFUND VALUE \$38.03		
034449637169 4" BATH FCT <A>	39.00	-
FOUNDATIONS 4" 1NDL BATH FAUCET CH		
MAX REFUND VALUE \$38.03		
041193460264 P TRAP <A>	21.27	-
P-TRAP, 1-1/2" CHROME, 17 GAUGE		
MAX REFUND VALUE \$20.74		
037103253552 HFHKM8PC <A>	5.97	
8PC METRIC FOLDING HEX SET		
MAX REFUND VALUE \$5.82		
000346308051 JIGSAWBLADE <A>	5.97	
BOSCH 4-1/4" PRGSSR JIGSAW BLADE 3PK		
MAX REFUND VALUE \$5.82		
026613966199 SUPPLY LINE <A>		
3/8" ODK1/2" IPX20" BRAID FCT SUP LINE		
285.84	11.68	
MAX REFUND VALUE \$11.38/2		
038753311661 PUTTY <A>	2.20	-
140Z PLUMBERS PUTTY		
MAX REFUND VALUE \$2.14		

-----PRO REWARDS-----
125.09 Go/G -3.13
MUST RETURN ALL ITEMS FOR A FULL REFUND

SUBTOTAL	121.96
SALES TAX	11.59
TOTAL	\$133.55

XXXXXXXXXXXX7198 VISA
 AUTH CODE 099190/5100626
 Chip Read
 AID A0000000031010
 TVR 8080008000
 IAD 06010A03602400
 TSI 6800
 ARC 00

USDS\$ 133.55
 TA
 VISA CREDIT

(10)

Capitai Improvement Cost Work Sheet

Resident: Renia Hudson
 Address: 443 Lee Str. #201

LABOR

	11/2 - 11/6	11/16 - 11/20	1/11-1/15	Total Hours	Hourly Cost	Total Labor Cost
Carmen	20	0	7	27	40.45	\$1,092.15
Silvestre	0	1.5		1.5	44.15	66.225
Erasmus	21.25	0		21.25	30.39	645.79
Abundio	28	0		28	20.14	563.92
				<u>77.75</u>		<u>\$2,368.08</u>

MATERIAL

Shower Walls	\$710.57
Countertop	328.50
Sink/faucet	39.00
Faucets	39.00
P-trap	21.27
Braided line	11.68
Plummers Putty	2.20
Tax	10.75
	<u>1,162.97</u>

(11)

2015 Fringe Benefits
Lantz Properties LLC - Revised - June 2015

Employee Name	Start Date	Base Rate	S.U.I. 6.10%	Training 0.10%	F.U.T.A. 0.60%	Workmans Comp. 8.70%	Base Rate Total State/Fed.	Vacation		Holiday		Dental Annual	Kaiser Annual	SEP IRA 3.00%	Total Benefit Cost Per Hour
								Annual	Hourly	7 Days = 56 Hrs	Hourly				
Class Code 9011-1															
Guerrero, Carmen	4/6/1986	\$24.80	\$1.51	\$0.02	\$0.15	\$2.16	\$28.64	\$4,583.04	\$2.20	\$1,604.06	\$0.77	\$2,250	\$1,089.86	\$0.52	\$11.81
Guerrero, Erasmo	6/28/2000	\$16.85	\$1.03	\$0.02	\$0.10	\$1.47	\$19.46	\$3,113.88	\$1.50	\$1,089.86	\$0.52	\$3,000	\$1,448.40	\$0.51	\$10.93
Lopez, Abundio	3/15/2010	\$13.95	\$0.85	\$0.01	\$0.08	\$1.21	\$16.11	\$1,145.60	\$0.55	\$801.92	\$0.39	\$750	\$0.36	\$2.31	\$4.02
Moreno, Silvestre	3/10/1985	\$26.06	\$1.59	\$0.03	\$0.16	\$2.27	\$30.10	\$4,815.89	\$2.32	\$1,685.56	\$0.81	\$4,500	\$2.16	\$7.98	\$14.06

Base Rate
+ Benefits

Guerrero, Carmen	\$40.45
Guerrero, Erasmo	\$30.39
Lopez, Abundio	\$20.14
Moreno, Silvestre	\$44.15

(12)

000039

ANTZ PROPERTIES LLC TIME SHEET

EMPLOYEE FULL NAME:

JOSÉ GUERRERO

WEEK BEGINNING:

11/16

leak 2 hr

	MON ¹¹	TUE ¹²	WED ¹³	THUR ¹⁴	FRI ¹⁵	SAT	Bldg. Code	REG	OT	2x OT
8	00			Plumbing	Water		OB			
	15						10			
	30	R 5:50	R 5:30	R 162	R 131	R 330	1V			
	45	Put	Fix	put	201		8V			
9	00	Sheet Rock	K - new	pick up	check		D2			
	15	on	Floor	Refrigerator	WALLS		D3			
	30	the		material	FOR		D4			
	45	Garage	Fix	10203			H1			
10	00	Countertop	put	terminals			H2			
	15			we Reprg	refriger		W1			
	30			Remove			PEAL			
	45			old			C1			
11	00			R 67	sink		2			
	15			Check	and		3			
	30	Put	Floors	Countertop			4			
	45	Walls	and				5			
12	00			Carpet			6			
	15						7			
	30						8			
	45						9			
1	00			R 67	put		10			
	15			put	new	Fix	11			
	30	Clean	back	sink	Front		12			
	45	Carpet	windows	doors	windows		13			
2	00			Countertop			14			
	15			R 1530			15			
	30			put			16			
	45			electric						
3	00			Corito				REG	OT	2x OT
	15			Stove		Patch				
	30	R 5:50	put	put		Walls		Sub Total:	64	.45
	45	Paint	Walls	medicine					VAC	HOL
4	00	Windows	Cabinet	cleaning				Sub Total:		8
	15			vacuum	Walls					15 min = .25
	30			Carpet						30 min = .50
	45									45 min = .75
5	00							Notes:		
	15	8	8	8	8	8		40 hr		
	30							Total Hours:		
	45			125 11-303	8-13-201	8-7-3345		72.45		
6	00	65-5-1506	8-5-1506	125-8-2				Signature:		
	15	15-5-1512		125-8-18						
	30			125-6-7						
	45			275-15-306						

LANTZ PROPERTIES LLC TIMESHEET

EMPLOYEE FULL NAME: Silvestre Moreno

WEEK BEGINNING: 11/16/15

		16 MON	17 TUE	18 WED	19 THR	20 FRI	SAT	Bldg. Code	REG	OT	2x OT
8	00							OB			
	15	---	---	---	---	---		1V			
	30							D2			
	45		R12	R10		R10		D3			
9	00		#306	#305	R16	#104		D4			
	15	B	Fix					H2			
	30		Blinds		#4			H3			
	45		toilet					O1			
10	00	---	---	---	---	---		O2			
	15		R12	R8				W1			
	30	R12	#306	#2	R13	R3		PEAL			
	45	#105	#306		#201			C1			
11	00	New				#1945		R2			
	15	Bath						R3			
	30	light	R9			Sink		R4			
	45		#3	R10	R9	clogged		R5			
12	00	R13		All	All			R6			
	15	---	---	---	---	---		R7			
	30	---	---	---	---	---		R8			
	45	---	---	---	---	---		R9			
1	00	#209	R13	check	R9	R13		R10			
	15	Fix			All	#107		R11			
	30	toilet	All	dryer				R12			
	45		check			New		R13			
2	00	R13	dryer					R14			
	15	#306			R10	garbage		R15			
	30	R13			#104	disposal		R16			
	45	All									
3	00		R4						REG	OT	2x OT
	15	R11	#203	B		R6		Sub Total:			
	30	R10				#13					
	45				R16	check			VAC	HOL	15 min = .25
4	00	R9	R10		#11	check		Sub Total:		H	30 min = .50
	15	R8	#305			Ref					45 min = .75
	30	R2						Notes:	72 reg 8 hol 80 fut		
	45	---	---	---	---	---					
5	00										
	15	8.0	8.0	8.0	8.0	8.0					
	30										
	45	1.75-OB	1.5-12-306	1.5-10-305	1.75-16-4	1.75-10-104			Total Hours:	40.0	4
6	00	1.75-12-105	1.25-12-301	1.5-8-2	1.5-13-201	2.25-3-1945					
	15	1.5-13-209	1.25-9-3	2-10-13	1.75-9-A	2-13-107			Signature:		
	30	1.5-13-306	1.75-13-A	3-OB	1.75-10-104	2-16-13					
	45	1.75-13-A	1.25-4-203		1.25-16-4						

5 11 .25 10 .252 1-10-305

(1.75) (1.75) (15)

000042

LANTZ PROPERTIES LLC TIME SHEET

EMPLOYEE FULL NAME: Abundio Lopez

WEEK BEGINNING: 11/2/15

		2 MON	3 TUE	4 WED	5 THR	6 FRI	SAT	Bldg. Code	REG	OT	2x OT
8	00	R 13	R 13	R 13	R 13	R 4		OB			
	15	AP#	AP#	AP#	AP#	AP#		10			
	30	201	201	201	201	303		1V			
	45				Ponien	3		8V			
9	00	Quitar	Asomado	Limpia	do			D2			
	15	do		ndo		R 7		D3			
	30		Plaster	Paredes	Linoleum	AP#		D4			
	45	Asylejo	y	y	y			H1			
10	00	de		Cielo				H2			
	15		Sacando	de	bricbas	Pascha		W1			
	30	baño				ndo		PEAL			
	45		Tina	baño				C1			
11	00	en	y	y		Roof		2			
	15							3			
	30	AP#	Pascha	Pascha				4			
	45		do	do				5			
12	00	201		Cielo y				6			
	15			Paredes				7			
	30	---	---	---	---	---		8			
	45	---	---	---	---	---		9			
1	00	---	---	---	---	---		10			
	15		Pizo	Primer	R 4	R 4		11			
	30			ndo y		AP#		12			
	45				AP#			13			
2	00			Pintar	303	303		14			
	15			do		Pascha		15			
	30					Pasivo		16			
	45			baño		y					
3	00					Primer			REG	OT	2x OT
	15					do		Sub Total:	40	1.75	
	30				Esce	R 9		VAC		HOL	15 min = .25
	45				Peando	AP# 7					30 min = .50
4	00							Sub Total:			45 min = .75
	15				Pasivo	Poniendo		Notes:	<div style="font-size: 2em; border: 1px solid black; border-radius: 50%; padding: 10px; display: inline-block;">80 75</div> <p style="margin-top: 10px;">total 64 Reg 16 Vac .75</p>		
	30				y	Coctinos					
	45				Recosie	Limpando					
00	8	8	8	ndo	Rep. siera						
5	15	8-13-201	8-13-201	8-13-201	basura	do		Total Hours:	40.45 min		
	30				8	19 10					
	45				4-13-201	Likadora					
	00				4-4-201	8.45					
6	15					6-4-303		Signature:	<u>Abundio Lopez</u>		
	30										
	45					2-9-7					

LANTZ PROPERTIES LLC TIMESHEET

EMPLOYEE FULL NAME: Erasmo Guerrero

WEEK BEGINNING: 11-2-15

		MON 2	TUE 3	WED 4	THR	FRI	SAT	Bldg. Code	REG	OT	2x OT	
8	00							OB				
	15							10				
	30	R-16	R-13	R-13	R-7	R-13		1V				
	45		APT	APT	APT	APT		8V				
9	00	Pin tar	#203	#203	#203	#203		D2				
	15	los	(201)	trabaja con				D3				
	30	Razonar	trabaja con			Poner		D4				
	45	de la	con	carroll	Ponencia			H1				
10	00	cosina	carroll		el	follet		H2				
	15	y	Ponencia	MMU		y		W1				
	30	baño	la	R-13		las		PEAL				
	45		finu	APT		Puertas		C1				
11	00	Kaban		#303		del		2				
	15	la alfombra		carroll	Ponencia	baño		3				
	30	MMU		la	el			4				
	45	R-13		finu	YUE			5				
12	00	~~~~~							6			
	15	~~~~~							7			
	30	~~~~~							8			
	45	APT			Poner	R-4		9				
1	00	#203	Poner	MMU	et	APT		10				
	15	ir por		R-7	carroll	#		11				
	30	materiales		APT	R-4	Ponencia		12				
	45	atenderlo	el	#3333	APT	el		13				
2	00			el baño	#302	baño		14				
	15			el sin		y		15				
	30	trabaja con		de la	finu	finu		16				
	45			cosina	el	la						
3	00	carroll			baño	Puerta						
	15	en el			y							
	30	baño	aspirar		escribir							
	45			MMU	10							
								Sub Total:	40	.75		
4	00			reco. Ter								
	15			abundancia								
	30			R-13								
	45			APT		MMU						
								Sub Total:			15 min = .25 30 min = .50 45 min = .75	
5	00	8	8	#203		R-10	4-13-2012					
	15					APT	4-4-A					
	30	4-16-17	8-13-2017	2-13-2017	15-7-3333	#104	45-10-1040					
	45	4-15-2017		175-13-303	3-4-302	carroll						
								Total Hours:	96.75			
6	00			235-7-3333		la negociadora						
	15			15-13-2017								
	30					8-45						
	45											
								Signature:	Erasmo Guerrero 000044			

PD 100
 16.75
 96.75

CHRONOLOGICAL CASE REPORT

Case No: T16-0622

Case Name: Hall v. Leung

Property Address: 1015 E 22nd Street, Oakland, CA

Parties: Jenny Leung (Owner)
Christopher Hodgson (Owner Representative)
Jaimeson Hall (Tenant)

LANDLORD APPEAL

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	November 1, 2016
Owner Response filed	December 14, 2016
Hearing Decision Mailed	April 13, 2017
Owner Appeal filed	May 3, 2017

Title: 0622 RC/BC

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM Mail To: P. O. Box 70243 Oakland, California 94612-0243 (510) 238-3721	For date stamp: 2016 NOV -1 AM 11:25
--	---

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>Jaimeson Hall</i>	Rental Address (with zip code) <i>1015 E 22nd St. 94606</i>	Telephone <i>510 390 1328</i>
Your Representative's Name	Mailing Address (with zip code)	Telephone
Property Owner(s) name(s) <i>Jenny Leung</i>	Mailing Address (with zip code) <i>4123 Broadway #108 Oakland 94611</i>	Telephone <i>510 306 2383</i>

Number of units on the property: 4

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

I. GROUNDS FOR PETITION: Check all that apply. You must check at least one box. For all of the grounds for a petition see OMC 8.22.070 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 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: 4/31/11 Initial Rent: \$ 1200.⁰⁰ /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: 8/31/16. 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: T14-0256

III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:

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

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

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

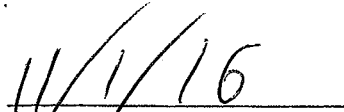
To have a unit inspected and code violations cited, contact the City of Oakland, Code Compliance Unit, 250 Frank H. Ogawa Plaza, 2nd Floor, Oakland, CA 94612. Phone: (510) 238-3381

IV. VERIFICATION: The tenant must sign:

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



Tenant's Signature



Date

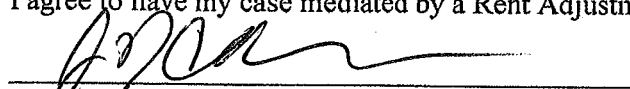
V. MEDIATION AVAILABLE: Mediation is an entirely voluntary process to assist you in reaching an agreement with the owner. If both parties agree, you have the option to mediate your complaints before a hearing is held. If the parties do not reach an agreement in mediation, your case will go to a formal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

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

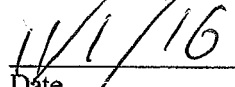
Mediation will be scheduled only if both parties agree (after both your petition and the owner's response have been filed with the Rent Adjustment Program). **The Rent Adjustment Program will not schedule a mediation session if the owner does not file a response to the petition.** Rent Board Regulation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

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

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



Tenant's Signature



Date

VI. IMPORTANT INFORMATION:

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

File Review

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

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

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

I, Jaimeson Hall, believe that the issues causing a reduction in services to my unit are:

1. Lack of adequate heat due to substandard gas heater in unit (less than 72 degrees year round).
2. Excessive humidity/mold due to lack of vapor barrier under building and improperly designed drainage. (Greater than 40% year round.) This affects ability to heat unit properly as moist air requires MUCH greater "heat" than dry air to bring up to the appropriate temperature. With unaddressed leaking in unit in both the front storage area and the back stairwells connecting the upstairs and downstairs portions of the unit this is a constant problem.
3. Lack of amperage with respect to Mr. Rowan's the previous landlord's temporary solutions to #1 and #2. Also, the previous owner, Mr. Rowan provided two electric heaters and a large dehumidifier and agreed to stipend the cost and/or run them off of house power instead of the unit's power. *Current landlord has served a cease and desist on the use of house power and not agreed to stipend the cost.* I rented unit with cost of gas heat factored in not electric. I also did not factor in cost of dehumidifier as a necessary expense for habitability.
4. Lack of consistent hot water for the shower due to broken mixing valve.
5. Lack of security doorknob and latch on rear security gate and lack of lock on side gate recommended by OPD.
6. Continued leaking in both the back stairwell and lower unit front storage area contributing to both the humidity and mold issues as outlined in 2 above.


Jaimeson G. Hall

Dated: October 31, 2016

Description of Decreased Services.

2014 JUL -7 PM 3:16

JANOR 7/7/14

After more than a year of increasing rodent problems including rotting opossums and the ever increasing mouse population in at least 2 units with refusal of the landlords to do anything about consistent upkeep or the hiring of a qualified pest and rodent service I contacted vector control on 6/24/14 who came on 6/14 and documented in my unit 1015 and also my neighbors unit 1009 E 22nd St Oakland CA 94606 the rodent infestation.

In the entire time I have lived in the aforementioned unit I have had a substandard heating unit which barely brings the temperature to 65°F in the corner of the bedroom it is located in, much less the rest of the lower level unit. His reply was he doesn't trust gas heaters and I should go electric, which has easily cost me at least \$200.00 a month and will not do any more than the wall units.

I live on the bottom of a three story building and my ceiling leaks in many spots along with the under stair storage area adjacent to my living room area leaking and being moldy & fetid, where the leaks drip on the light fixture and switch and they sizzle!!!

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RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM

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 2016 DEC 14 PM 1:11
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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 - 0622

OWNER RESPONSE

Please print legibly.

Your Name Jenny Leung	Complete Address (with zip code) 4123 Broadway #108 Oakland CA 94611	Phone: 510-306-2383 Email: 1009e22nd@gmail.com
Your Representative's Name (if any)	Complete Address (with zip code)	Phone: _____ Fax: _____ Email: _____
Tenant(s) name(s) Jaimeson Hall William Faas	Complete Address (with zip code) 1015 E 22nd St. Oakland, CA 94606	

Have you paid for your Oakland Business License? Yes No Number 28062871
 (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 08 / 05 / 2016
 Is there more than one street address on the parcel? Yes No .

L. RENTAL HISTORY

The tenant moved into the rental unit on Jaimeson Hall; 4/1/11 -- William Faas 7/1/12

The tenant's initial rent including all services provided was \$ 1200.00 / 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? 8/31/16

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. X

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, 6th Floor, Oakland, where you can date-stamp and drop your Response in the Rent Adjustment drop box. The Housing Assistance Center is open Monday through Friday, except holidays, from 9:00 a.m. to 5:00 p.m. **You cannot get an extension of time to file your Response by telephone.**


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

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

VI. VERIFICATION

Owner must sign here:

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



Owner's Signature

12/10/16

Date

VII. MEDIATION AVAILABLE

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

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

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

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

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



Owner's Signature

12/10/16

Date



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: T16-0622, Hall v. Leung

PROPERTY ADDRESS: 1015 E. 22nd Street, Oakland, CA

DATE OF HEARING: February 28, 2017, March 10, 2017, March 29, 2017

DATE OF INSPECTION: March 9, 2017

DATE OF DECISION: April 12, 2017

APPEARANCES: Jaimeson Hall, Tenant
Terrylynne Turner, Witness for Tenant
Christopher Hodgson, Owner Representative

SUMMARY OF DECISION

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

CONTENTIONS OF THE PARTIES

The tenant filed a petition on November 1, 2016, claiming that his housing services had decreased. His claims of decreased services include a lack of adequate heat; excessive humidity and mold due to lack of a vapor barrier and improper drainage; lack of adequate amperage; loss of the benefit of running the electric heaters and dehumidifier on house power; lack of consistent hot water in shower; lack of security doorknob and latch on rear security gate and lack of lock on side gate; and continued leaking in both the back stairwell and lower unit storage area (which cause a further problem with the humidity).

The owner filed a timely response to the tenant petition on December 14, 2016, denying that there had been a decrease in housing services.

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THE ISSUES

1. When, if ever, was the form *Notice to Tenant of the Residential Rent Adjustment Program (RAP Notice)* first served on the tenant?
2. Was the tenant current on his rent or lawfully withholding rent at the time he filed his petition?
3. Since the tenant signed a *Stipulation Re: Dismissal/Judgment* in November of 2014, when do the tenant's claims in this case begin?
4. Because the tenant can no longer reside in the downstairs portion of the unit, when does the tenant's claim end?
5. Have the tenant's housing services decreased? If yes, in what amount?
6. What if any restitution is owed between the parties, and how does it impact the rent?

EVIDENCE

Rental History: The tenant testified that he lives in a rental unit in a 4 unit building. He moved in in April of 2011. His initial rent was \$1,200 a month, and this has not been increased since he moved into the unit. When he moved into the unit it was owned by George Rowan, who sold the building to Jenny Leung in August of 2016.¹

The tenant further testified that when he was rented the unit it consisted of an upstairs section and a downstairs section, also referred to as a townhome unit. In the downstairs portion was the only kitchen in the unit, plus a dining room, a bedroom and a bathroom and a storage area that was under the front set of stairs. There was an opening from the downstairs living area into this storage area at all relevant times. The upstairs section had bedrooms, a living area and a bathroom, although no kitchen. There is a set of enclosed stairs that connect these two portions of the unit.

The tenant and his mother (Terrylynne Turner) further testified that when the unit was initially rented, the lease was signed by Ms. Turner and her daughter, Rachael Kirstin Castro Mondino, with the understanding that the unit would be occupied by Mr. Hall (the tenant) and his sister Ms. Mondino. During the time the tenant's sister lived in the unit, she lived in downstairs portion and the tenant lived upstairs. Ms. Mondino moved out of the unit in August of 2012 and Mr. Hall moved downstairs. At that time William Faas moved into the unit and resided upstairs.

When Mr. Faas moved into the unit he added a kitchen into one of the upstairs areas that had previously been rented as a bedroom. The kitchen depicted in Exhibit 37 shows the upstairs kitchen area. The sink, stove and refrigerator depicted in those photos were added by Mr. Faas.

With respect to the issue of rent payments, the tenant testified that he pays \$600 a month in rent and the other tenant pays \$600 a month in rent. The rent payments have always been paid separately as long as Mr. Faas has lived in the unit.

¹ Exhibit 5. This Exhibit, and all other exhibits referred to in this Hearing Decision, was admitted into evidence without objection.

Mr. Hodgson testified that he is the property manager for the new owner of the property who purchased the property in August of 2016. On August 31, 2016, he posted a 24 hour notice to enter the premises in an envelope on the door of all 4 units on the premises.² He did this because the new ownership needed keys to all the units and he had to come to the facility with a locksmith to get all the keys. The envelope in which he posted the notice to enter also contained a copy of the *RAP Notice*.

During the Hearing on February 28, 2017, the tenant testified that he was only ever given the *RAP Notice* as an attachment to an email sent to him by the new manager of the building on October 15, 2016. His statement that he first received the *RAP Notice* on August 31, 2016, which was listed on the *Tenant Petition*, was a mistake. During the Hearing on March 29, 2017, the tenant acknowledged receiving Exhibit 46, a *24-hour notice to enter the premises*, which was posted on his door on August 31, 2016. He did not remember that a *RAP Notice* was included in the envelope. He had no explanation for why his *Tenant Petition* would have the same date for receipt of the *RAP Notice*. He then testified that “he must have” received the *RAP Notice* on that date.

Official Notice is taken of a prior case between the tenant and the prior owners, Kiet Leong and George Rowan (T14-0256.) In the *Tenant Petition* filed in that case, the tenant stated that he never received the *RAP Notice*. The owner, in his *Landlord Response*, in response to the question “when was the tenant first served with the *RAP Notice*,” checked the box that said “I don’t know.”

The tenant testified that over the years he has had multiple disputes with the prior owner about the rent and the condition of the property. Because of those disputes there were periods of time during which he withheld rent, or paid a lower rent amount because of the conditions or because he paid for something out of pocket related to the use of the apartment and with the owner’s permission. Additionally, the prior *RAP* case against George Rowan was dismissed by the tenant after he settled a claim against Mr. Rowan in response to an *Unlawful Detainer* action that had been filed.

A *Stipulation re: Dismissal and Judgment* was admitted into evidence as Exhibit 44. This stipulation arose after the *Unlawful Detainer* action filed in 2014. The tenant had been withholding rent because of the conditions. The *Stipulation* states that the tenant was to remain in possession of the rental unit and that any “rent that was past due prior to and up to October 31, 2014 is waived as compensation for damages.” The *Stipulation* included a release from any and all claims arising from the tenancy and “any other prior acts.”

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² Exhibit 46.

The tenant and his mother testified that other than the months listed below (starting in November of 2014) the tenant paid rent of \$600 a month. His roommate paid the other half of the rent.³

Months:	Payment Amount	Months	Payment Amount
September 2015	\$594	May 2016	0 (See below)
February 2016	\$523.92	June 2016	0 (See below)
April 2016	\$13.11	July 2016	0 (See below)

As to these times when the tenant did not pay full rent: the tenant testified that in September of 2015 he withheld \$6.00 in rent because he had purchased a part for the toilet in his unit at the request of the owner. In February of 2016, the tenant paid \$523.92. The tenant did not remember why he withheld \$77 in rent that month.

In April of 2016, the tenant paid \$13.11 in rent. This was explained in a letter he wrote to the prior owner in April of 2016, in which the tenant was being compensated for the purchase of a dehumidifier and the extra costs of electricity for running a space heater and a dehumidifier (see decreased services section below.). The prior owner did not seek any further money from the tenant in response to the letter of April 5, 2016.

At the Hearing held on February 28, 2017, the tenant testified on cross-examination that he does not recall if he paid rent in May, June or July of 2016. At the Hearing held on March 29, 2017, the tenant testified that he believes he paid rent of \$400 a month from May to July of 2016. These checks were not produced. The tenant was directed to provide proof of these checks to the Hearing Officer by April 6, 2017. No checks were produced.

Mr. Hodgson testified Jenny Leung is the new owner of the property and he is the building manager. He visited the building with her in May of 2016 as she was considering purchasing the building and was first in the tenant's unit in August of 2016. Mr. Hodgson testified that when Ms. Leung purchased the building, she was informed by Mr. Rowan that Mr. Hall had not paid rent from May-July of 2016.

Before Jenny Leung purchased the building, Mr. Rowan informed her that there had been a previous Rent Board case with the tenant and was further informed that the tenant was starting the process again. Mr. Rowan also referred to the unit in which the tenant lives as a "townhouse unit" and it was clear that this was one unit in which both Mr. Faas and Mr. Hall were residing. This particular townhouse unit is the only unit like it in the building.

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³ There was testimony that during the time preceding the *Stipulation* his roommate was also not paying rent (or his rent was not accepted by the owner. Since all restitution here will be limited to after November of 2014 (see below) it is not necessary to determine what amount the roommate paid or even consider the fact that the tenant was withholding rent before November of 2014.

Decreased Housing Services:

Heat: The tenant testified that there has never been adequate heat in the downstairs portion of the unit. There is one gas heater in the back corner of the bedroom which has never worked properly.⁴ This is the only heater to cover the area of this room, the bathroom, hallway, kitchen area and living room portion of the downstairs of the unit.

The tenant provided a declaration from his sister about the time she lived in the unit. The declaration reads: "...the gas heater was of insufficient size to heat the entire apartment unit to even 60 degrees,⁵ requiring both the use of an electric heater and the running the oven while open to heat the apartment so I was able to sleep without excessive shivering."⁶

The tenant further testified that this gas heater would only heat a small corner of the back bedroom; otherwise the rest of the rooms were quite cold unless he provided supplemental heat. The temperature in his unit in the winter is not more than 54° if all he has turned on is the gas heater.

The tenant further testified that after complaining about the lack of heat in the unit, which he had done many times in the past, Mr. Rowan, the prior owner, provided him with a portable electric heater and agreed to pay the increased electric bills associated with the use of the electric heat. Additionally, Rowan agreed that he would fix the heater, but never did. The tenant would provide information to the owner about the excess electricity costs for using electric heat in the unit on a once yearly basis, and then deduct that amount from the rent.

The tenant produced a letter he wrote to the prior owner on April 5, 2016, about (amongst other things) the lack of adequate heat in the unit and the deduction for the increased electric bills.⁷ The tenant further testified that when Ms. Leung purchased the building he informed her about the lack of heat in the lower portion of the unit by email.

In the prior case between the tenant and the former owner (T14-0256) the tenant claimed decreased services arising from the lack of heat in the downstairs portion of the unit. On cross-examination, the tenant testified that part of the *Stipulation* in the prior *Unlawful Detainer* action was that the owner would repair the heater. The *Stipulation* states "Plaintiff will provide one additional heater to the Defendant."⁸

The tenant further testified that on August 23, 2016, Mr. Hodgson visited his unit. The tenant tried to tell him about the problems in the unit but Mr. Hodgson was not paying

⁴ See photograph of heater, Exhibit 35 # 7.

⁵ It is understood that she is referring to heating the downstairs portion of the unit, not the upstairs as well.

⁶ Exhibit 1. This Exhibit, and all other exhibits referred to in this Hearing Decision, was admitted into evidence without objection.

⁷ Exhibit 2

⁸ Exhibit 44

attention to him. At that point, the tenant told Hodgson that he would send him information by email.

On September 13, 2016, Terrylynne Turner, the tenant's mother, wrote an email to Jenny Leung, the new owner, about the "habitability" issues in the unit. This email included complaints about the lack of adequate heat, the excessive humidity and mold, the lack of amperage, the lack of consistent hot water in the shower; the lack of a security doorknob on the rear security gate and the continued leaking in the back stairwell and lower unit front storage area.⁹

The tenant further testified that in response to this letter, there were multiple inspections and communications back and forth between the new management and the tenant. On September 20, 2016, the tenant's mother received an email from the manager of the property about testing the heater in the tenant's unit and the tenant received a 24 hour notice to enter.¹⁰ On September 22, 2016, the tenant met with Christopher (the manager) and showed him the lack of heat in the unit and the problems with the excessive humidity. He was told that the repairs would be forthcoming.

The tenant further testified that *PG&E* came to the unit on October 28, 2016, to check on the heater in his unit. *PG&E* issues a *Service Report* and a *Hazard Notice* stating that the heater had undergone a "safety check" and the heater was "disconnected due to potential hazard." The "hazard" was that the heater was vented into the stairway leading to the upper portion of the unit.¹¹ The tenant did not give the owner a copy of the *PG&E* notice.

In November of 2016, the owner provided two electric oil radiator heaters to the tenant. They supplied new ones because the tenant had informed the owner that the electric plugs on his older heaters had burned from the inadequate amperage in the electrical system. The owner stated in an email dated November 1, 2016, that a "professional electrician has verified the electricity in the apartment will more than support the heaters and provides a standard amount of electricity (amperage) for a space of its size."¹²

The tenant further testified that he contacted the City of Oakland Planning Department to have an inspection done on his apartment in October of 2016. The inspection was performed and in early November of 2016 a *Notice of Violation* was issued.¹³ As a result of the inspection the unit was "yellow tagged". The tenant produced a document from the City entitled CE ROUTING SLIP.¹⁴ This document notes that the owner was directed to "remove gas range & gas heater. Remove shower and repair electrical wiring. Should

⁹ Exhibit 8, page 1.

¹⁰ Exhibits 9 and 13

¹¹ Exhibit 20

¹² Exhibit 21

¹³ Exhibit 29, pages 5-6

¹⁴ Exhibit 23

have filed check to determine open area used as closet near front door and rear stairs leading up to rear unit. Non tempered window at rear stairs.”

The tenant testified that as he understood it the owner was attempting to get the problems with the heat repaired, but then after the inspection, the owner learned that the heater in the unit could not be repaired because the unit itself was not considered habitable space. On December 3, 2016, the tenant received a letter from the owner, via email, specifying that the “space currently has three heaters that provide adequate and stable heat.”¹⁵ The heaters that were referenced were all space heaters. This letter additionally states: “We were in the process of replacing a non-operating and previously installed gas heater on the wall but the City of Oakland building inspector has now stepped in and asked that we not repair it because it was not previously approved by the city to be there.”

The owner’s agent testified that after Ms. Leung purchased the unit, he made several trips to the property and met the tenant. He was not told of any problem with the heater. His first knowledge (and the first knowledge of J Properties—the legal name of the owner) of any problem in the unit came when he received the email from Ms. Turner (Exhibit 8). At that point he started investigating the lack of heat, which was an issue they took seriously.

As part of the investigation into the lack of heat, they made at least three visits to the unit to try to repair the problem. At first they determined that the heater did not put out adequate heat and they were unable to repair the heater. Then, in late October of 2016, on the date that they were scheduled to replace the heater, he got a call from Randy Schimm, an inspector from the City of Oakland, telling him not to repair the heater. The owner had not sought a permit to replace the heater. Mr. Hodgson was unable to testify as to the name of the company that was scheduled to replace the heater on the day he was called by Randy Schimm.

The owner’s agent additionally testified that it has been difficult working with the tenant and his mother, both of whom have blocked his access to the unit or shouted him down about several things over the months. Because of that he has had a difficult time getting workers to come to make repairs, because he feels he has to disclose the combative nature of the relationship.

The owner’s agent testified that on approximately November 2, 2016, a *Notice of Violation* was issued regarding the unit which he received about a week later. The *Notice* states “unapproved basement unit being used for habitable space with unapproved gas heat. Discontinue use as habitable space. Remove kitchen/bathroom and return to open storage space. Obtain permits, inspections and approvals for open storage area.”¹⁶ In response to the *Notice of Violation* the owner has removed the shower and tub from the bathroom in the downstairs unit. Additionally, on January 2, 2017, the owner served a

¹⁵ Exhibit 24, page 2

¹⁶ Exhibit 29, page 5-6

Notice to Cease on the tenants directing them to not use the downstairs portion of the unit.¹⁷

The owner's agent testified that he has removed part of the kitchen and the tub and shower in the bathroom. He is trying to get a permit to maintain the half bath in the downstairs portion of the unit.

Excessive Humidity: The tenant testified that there is a significant amount of humidity in the lower part of the unit. At first he just noticed that there were water leaks and pooling water in various pieces but at some point he noticed that the humidity meter in his snake's cage was reading 90%. This caused the tenant to investigate the humidity in his unit further. The tenant testified that the normal humidity inside a building is 30-40%; while in his unit in the summer the humidity levels remain in the 60% range, in the winter in the 70% range and when it rains it is in the 80% range. He knows this because he purchased a humidity gauge. The tenant provided photographs of two humidity gauges he had in his apartment. The photographs, taken in March of 2016, show humidity readings of 72% (in the kitchen/dining room area) and 62%.¹⁸ He also provided additional photographs of the humidity gauge taken in the last year showing readings of 50%, 64%, 71% and 77%.¹⁹ Photographs showing the placement of the humidity meter was entered into evidence as Exhibit 35, ## 1-2 and 5.

In April of 2016, the tenant sent a letter to Mr. Rowan documenting a prior conversation between them where Rowan had agreed to purchase a dehumidifier for the unit.²⁰ The tenant further wrote to Mr. Rowan later in April of 2016, complaining about the excess humidity in the unit, and the fact that the tenant had just learned that the underside of the house had been inappropriately sealed (making the moisture problem worse.)²¹ Attached to the second letter were the photographs of the humidity gauges taken in March of 2016.

Additionally, the letter documents that Mr. Hall was planning on taking a rent reduction in May to July of 2016 to \$400 a month. (Although as noted above, there is no proof of any rent payments during that period.)

The tenant testified that in investigating the source of the humidity in his unit, he and the former property manager, Kevin Ota, looked at the crawl space underneath his unit. They discovered that it was moist, covered with mold and efflorescence (a crystalline deposit on surfaces of masonry, stucco or concrete).²² This was caused by poor work done by a prior contractor in 2014, who was attempting to control for rodents by completely sealing the underside of the building. Additionally, the excess moisture was in part caused by a leak from a water heater in the laundry room, immediately adjacent

¹⁷ Exhibit 25

¹⁸ Exhibit 3, page 5

¹⁹ Exhibit 32. These photographs were taken on various dates in 2016 and are all recording the interior humidity in the center of the lower portion of the tenant's unit.

²⁰ Exhibit 2 (note that the dehumidifier is referred to inaccurately in the letter as a "humidifier.")

²¹ Exhibit 3

²² Exhibit 3, pages 3 and 4

to the tenant's unit, which had been leaking tens of gallons of water a day back in 2014. All of this moisture was locked under the tenant's unit when the prior contractor sealed the area (including the vents that were necessary to provide an escape for the excess moisture).

The tenant further testified that he had an agreement with Mr. Rowan that he could use the "house power" to provide power to the dehumidifier. The tenant had learned that the storage area connected to his unit had electricity that was on the "house power" rather than being charged to the tenant's PG&E bill, so he used the outlet in that area to power the dehumidifier. Mr. Hall's request to use house power to power the dehumidifier is noted in the letter the tenant wrote to Mr. Rowen on April 8, 2016.²³

The tenant testified that Mr. Rowan did not respond to his letter of April 8, 2016, regarding the humidity in the unit and took no action to repair the problems. Nor did Rowan object to his using the house power to power the dehumidifier.

The declaration from the tenant's sister, Rachael Mondino, additionally discusses the water damage in the unit during the time she lived there.²⁴

Official Notice is taken that in the prior case regarding this unit, the tenant complained of excessive moisture in his unit.

On June 2, 2016, a representative of the new owner visited the building with Christopher Hodgson (the manager). The tenant does not know this other person's name. The unnamed person asked the tenant why he had the fans and dehumidifier set up in the unit and the tenant informed him of the problems with the humidity in the unit.

As noted in the section above on the heater, after the new owner was sent a letter regarding habitability problems in September of 2016, the new ownership started investigating the problem.

The owner representative testified that when he visited the unit and met Mr. Hall in August of 2016, he did not notice there was a dehumidifier in the unit, nor was he informed of any problems in the unit until the September 13, 2016, email.

The owner representative testified that he paid no attention to the tenant's complaints about humidity in the unit because the unit did not feel humid to him. He did acknowledge receipt of photographs of the meters showing the humidity in the unit, but did not know where to start with any complaint about the humidity.

Lack of adequate amperage: The tenant testified that there is lack of adequate amperage in the electricity system that provides power to the unit. He knows this because over the years he has had several of his electric appliances blow up from being

²³ Exhibit 3

²⁴ Exhibit 1

plugged into the electric outlets in his unit. These include a subwoofer, an air purifier and several electric heaters. He also regularly has to reset the breakers after they would “pop.”

He complained about this to the old owner in the past (see April 8, 2016 letter)²⁵ and to the new owner with the email his mother sent in September of 2016.

The tenant further testified that the new owner sent several electricians to check the electric outlets. However, these electricians checked the electric capacity, they were not also running electricity in the upstairs portion of the unit, where there are additional electrical appliances all connected to the same meter.

The owner’s representative testified that on October 27, 2016, a licensed electrician came to the unit in response to the tenant’s complaints. As far as he knows, this electrician did not test anything about the upstairs portion of the unit and they did not enter the upstairs together. The electrician tested the downstairs outlets and found a burned out outlet. Other than that the electrician found that the electricity provided in the downstairs of the unit supported the electric heaters that were in use. The owner’s representative specifically stated that he did not pay attention to the dehumidifier or ask the electrician any questions about whether it’s operation would impact the electricity in the unit.

At no time did the owner’s representative see any burned out electrical appliance.

Loss of the benefit of running the electric heaters and dehumidifier on house power: The tenant testified that he had an agreement with Mr. Rowan, the prior owner, to run the space heater and the dehumidifier through the “house power” rather than through the electrical outlets in his unit. This was to allow the cost to be borne by Mr. Rowan, rather than him. The tenant had learned some time in the past that there was an electric outlet in the storage area in the front of the unit that was connected to the “house power” rather than to his PG&E bill. He knew that because at some point the light in the storage area went out and when the tenant investigated he learned that the owner had not paid the PG&E bill that he was getting for the house power (the house power also covers the lights around the building and in the laundry room.)

The tenant further testified that in October of 2016 he received a *Notice to Cease* stating that he had to stop using the house electricity for the personal use in his unit.²⁶ Along with the *Notice to Cease* he received a letter from the owner stating that “PG&E has informed us that house power use at the building has spiked substantially in recent months, resulting in a bill 10x higher than the previous average.”²⁷ The tenant testified that there was a fan running in the crawl space that an agent of the owner had installed in order to deal with the humidity in the crawl space. This fan was connected to the laundry room power.²⁸ The tenant did not put the fan in that location. The only way the

²⁵ Exhibit 3

²⁶ Exhibit 17, page 2

²⁷ Exhibit 17, page 1

²⁸ A photograph of this fan was entered into evidence as Exhibit 34.

tenant used house power was by connecting the dehumidifier into the electric outlet in the storage area in his unit.

Since he had to stop using the house power his bills for electricity alone have gone up to approximately \$270 a month (for running the dehumidifier and the electric heater) when it used to be only \$100 a month. The tenant did not produce these electric bills to show the change to his billing.

Lack of consistent hot water in shower: The tenant testified that the water in the shower was never hot enough. For the entire time he has lived in the downstairs portion of the unit, the water in the shower was not as hot as the water in the sink in the bathroom. He showed this to Chris on multiple occasions after Jenny Leung purchased the building and referred to it in the email about habitability problems that was sent on September 13, 2016.²⁹ He previously had pointed it out to the prior owner who had assured him it would be taken care of by Kevin, but nothing Kevin did actually repaired the problem. This complaint was in approximately 2015 or 2016.

The tenant testified that he believes that his complaints about the shower were a part of his previous RAP petition against George Rowan. Official Notice is taken of the prior case between the tenant and Mr. Rowan, case T14-0256. The tenant did not make a complaint about the shower temperature with the documents he filed in that case.

The owner's representative testified that he has never gone to the unit specifically to check on the hot water; but he has checked it multiple times to see if it was hot enough when he was there for other reasons. He tested the hot water on three occasions by putting his hand under the water from the shower on multiple occasions. He never measured the water with a thermometer or measure it against the water in the bathroom sink. The water has always seemed hot enough to him; on one occasion he had to remove his hand because the water was "too hot".

Lack of security doorknob: The tenant testified that after the new owner purchased the property, she had the knob removed from the security gate outside his unit in order to rekey all the locks to the unit. The new owner had a new deadbolt installed, but it broke off in the tenant's hand because it was not installed correctly. For a few months there was no doorknob or deadbolt on the back of his security gate. During this time there were no break-ins or other security problems. The only issue was that it was difficult to shut the door fully.

The tenant communicated to the owner about this in the email sent by Ms. Turner on September 13, 2016.

The tenant produced a 24 hour notice to enter from the owner that he received on November 16, 2016. This notice states that on November 17, 2016, someone would be

²⁹ Exhibit 8, page 1

coming to the unit to repair the “damaged exterior doorknob.”³⁰ It was repaired in November of 2016.

The owner representative testified that the security doorknob was missing a part of the knob but there was never a security problem because the door to the tenant’s bedroom, which is on the other side of this security door, also has a deadbolt lock that worked. According to a December 3, 2016, letter from the owner to the tenant, this was repaired on November 17, 2016.³¹

Lack of lock on side gate: The tenant testified that the new owner removed a lock on the outside gate that leads to a side yard.

The owner representative testified that this lock was removed because this is the area where the *PG&E* meters are, and *PG&E* needed access to the area.

Continued leaking in both the back stairwell and lower unit storage area: The tenant testified that there were ongoing leaks in the front storage area and in the interior staircase that connected the bottom part of the unit from the top portion of the unit. This started before 2014 and continued over the years. His sister complained about this in her declaration. He produced photographs of water entry in these areas taken in October of 2016.³² The leaks in the storage area cause mold to grow on many of the items that were stored there.

The tenant’s prior case against George Rowan, T14-0256, contains allegations about water entry in these areas. This problem was listed on the email that Ms. Turner sent to the new owner in September of 2016.³³

At the Hearing, the owner’s representative denied that there were any signs of water damage in the storage area of the back stairwell.

At the Inspection by this Hearing Officer there were obvious signs of water entry in the storage area adjacent to the living room in the downstairs portion of the unit.³⁴ The paint was peeling in a variety of places, particularly around the door frame. There was additional water damage in the stairwell area that connects the bottom portion of the unit to the top portion of the unit.

On cross-examination, the tenant testified that there is mold in the unit growing under the front stairs, there is mold on all the window sills, in the back stairwell on the ceiling and on the toilet in the bathroom. At the Inspection by this Hearing Officer there were signs of possible mold and mildew in the front storage area, the closet in the tenant’s bedroom, under the tenant’s bedroom rug, and on the tenant’s bedroom wall. There

³⁰ Exhibit 22

³¹ Exhibit 24, page 3

³² Exhibit 31.

³³ Exhibit 8

³⁴ See Inspection Photos 3-6

were also signs of water damage and peeling paint on the exterior of the building, adjacent to the tenant's bedroom.

Mr. Hodgson testified that when he got the email from the tenant's mother regarding concerns about leaking and mold he looked at the walls in the tenant's unit and did not see any signs of mold. He did not look in the back stairwell or the area under the stairs when he did this investigation. He further testified that the stairwell connecting the two parts of the unit is actually an exterior stairwell that should not have been required to be water tight. He later testified that the stairwell is a hallway connecting the two parts of the unit.

Hodgson further testified that he has gone to the unit multiple times to look for water entry, including during times it was raining. He did not see any at any time before the tenant's petition was filed. He did see signs of water entry (but no active leak) in the back stairwell on one of his recent visits to the property in February of 2017, when he visited the unit during an exceptionally rainy day.

The owner representative further testified that dealing with the tenant has been very challenging. He has called him names (once having called him a "shyster" and "shady dude"); he has threatened him, and he has refused entry on at least one occasion (December 6, 2016) after a *24 Hour Notice* to enter was posted. The tenant wouldn't let him in because he said he was sick and had not received the notice to enter, which was still posted on his door.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

When, if ever, was the RAP Notice first served on the tenant?

The Rent Adjustment Ordinance (Ordinance) requires an owner to serve the *RAP Notice* at the start of a tenancy³⁵ and together with any notice of rent increase or change in the terms of a tenancy.³⁶ An owner can cure the failure to give notice at the start of the tenancy, but may not raise the rent until 6 months after the first *RAP Notice* is given.³⁷ The tenant credibly testified that did not receive a *RAP Notice* when he moved into the unit, or at any time when George Rowan owned the building.

The owner representative convincingly testified that he gave the tenant a *RAP Notice* along with a notice to enter that was served on August 31, 2016. The tenant testified that while he did not remember getting the *RAP Notice* with that notice to enter, he did write that he received the *RAP Notice* on August 31, 2016 on his petition, so he must have received it that day.

It is found that the tenant received the *RAP Notice* on August 31, 2016.

³⁵ O.M.C. § 8.22.060(A)

³⁶ O.M.C. § 8.22.070(H)(1)(A)

³⁷ O.M.C. § 8.22.060 (C)

Was the tenant current on his rent or lawfully withholding rent at the time he filed his petition?

In order to file a petition, a tenant must be current on his or her rent or lawfully withholding rent.³⁸ The owner has the burden of proof to establish that the tenant was not current on his rent. The tenant filed his Petition on November 1, 2016.

It is clear from the evidence that Mr. Hall withheld some rent that he owed to the prior owner in February of 2016, April of 2016 and May-July of 2016.

However, at the time the tenant filed his petition, there were ongoing problems in his unit regarding the lack of an operating heater, excessive moisture and water entry and a host of other issues. A tenant may exercise the option not to pay rent when a unit's condition is in breach of the implied warranty of habitability.³⁹ The statutory authority for rent withholding is Code of Civil Procedure § 1174.2. It provides that a substantial breach of the implied warranty of habitability may be raised as a defense to an unlawful detainer action. To confer standing to file a Rent Adjustment petition, a tenant must show that he or she might prevail in court in a claim for a habitability breach, that is, the tenant must present a prima facie case that he or she is withholding the rent legally. Here, the tenant has established that there was a lack of heat (amongst other things) which is a clear habitability problem.

Due to these circumstances, the tenant is considered to be current lawfully withholding rent at the time his petition was filed.⁴⁰

Since the tenant signed a *Stipulation Re: Dismissal/Judgment on November 3, 2014*, when does the tenant's claims in this case begin?

Under the Oakland Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent⁴¹ and may be corrected by a rent adjustment.⁴² However, in order to justify a decrease in rent, a decrease in housing services must be the loss of a service that seriously affects the habitability of a unit or one that was provided at the beginning of the tenancy that is no longer being provided. The tenant has the burden of proof with respect to each claim.

In a decreased services case, where the *RAP Notice* has been given at the beginning of a tenancy, a tenant is only allowed relief for 90 days prior to the filing of the petition⁴³. However, where no *RAP Notice* was given before the tenant petition was filed, (or was not given at any time before 90 days before the tenant petition is filed) the tenant can seek restitution for up to three years.

³⁸ O.M.C. & Regulations, § 8.22.090

³⁹ O.M.C. & Regulations, § 8.22.090

⁴⁰ The underpayment is included in the restitution section below.

⁴¹ O.M.C. § 8.22.070(F)

⁴² O.M.C. § 8.22.110(E)

⁴³ Board Decision in Case No. T09-0086, Lindsey v. Grimsley, et al. as modified by O.M.C. § 8.22.090(A)(3)

In this case, the *RAP Notice* was served on August 31, 2016, and the tenant petition was filed on November 1, 2016. Here, since no *RAP Notice* was given earlier than 90 days before the tenant petition was filed, the tenant is entitled to restitution for conditions as far back as May of 2014. However, because of the *Stipulation* signed by the tenant and the prior owner in November of 2014, the tenant gave up all claims that could have been made prior to November 3, 2014. Therefore, the tenant's claims for restitution begin on November 4, 2014.

Because the tenant can no longer reside in the downstairs portion of the unit, when does the tenant's claim end?

The tenant filed his petition prior to being informed that he could no longer live in the downstairs portion of the unit effective January 9, 2017. The tenant was informed of the removal of this right in a *Notice to Cease* on January 2, 2017. This *Notice* requires the tenant to stop residing in the downstairs portion of the unit as of one week after the notice was given.

The tenant was informed at the Hearing that since his petition did not claim a decreased service related to the loss of the right to live in the downstairs portion of the unit, this issue was not a subject of the *Tenant Petition* he filed. As of the Hearing dates, the tenant had not yet filed a petition regarding the loss of services associated with this *Notice to Cease*.

Because the tenant can no longer reside in the downstairs portion of the unit, his claims associated with the conditions in the downstairs portion of the unit cease on January 9, 2017.

Have the tenant's housing services decreased? If yes, in what amount?

In order to claim a decrease in housing service, a tenant must establish that he has given the owner notice of the conditions and the opportunity to repair the problem. Each of the tenant's concerns are discussed separately below:

Heat: The tenant has established that he has not had a working installed heater at any time that he was living in the downstairs portion of the unit. The Oakland Building Maintenance Code provides that heating facilities shall be capable of maintaining a room temperature of 68° and "such facilities shall be *installed* and maintained in a safe condition and in accordance with the Oakland Building Construction Code..." O.M.C. § 15.08.260. (Emphasis added). Failure to provide an installed heater violates this Code and is a breach of the warranty of habitability.

The fact that episodically the tenant has been provided with space heaters does not change this result. Space heaters are not installed, as required by law. However, this problem was limited to the downstairs portion of the unit. The tenant is entitled to restitution of overpaid rent, from November 3, 2014 through January 9, 2017, for the failure to provide an installed heater capable of maintaining a reasonable room

temperature. This failure amounts to a loss of service of 10% of the rent. (See chart in restitution section below.).

The fact that the original loss was caused by the prior owner does not change this result. The Ordinance states that “owner” means any owner, lessor or landlord, as defined by state law, of a covered unit that is leased or rented to another, and the representative, agent, or successor of such owner, lessor or landlord.” O.M.C. § 8.22.020. Therefore, the new owner stands in the shoes of the old owner.

Excessive Humidity: This matter is combined with the issue of the leaks (See below.)

Lack of adequate amperage: The tenant has established that there was insufficient electrical supply in his unit to cover the electrical service he needed to run both the multiple space heaters in his unit and the dehumidifier. While this was likely in the same condition as when he moved in, this became an issue because the tenant was required, to maintain the unit in a barely habitable way, to constantly run a dehumidifier and several electric heaters. While he testified that he complained about this to the old owner, this was not a part of the prior RAP proceeding. It was first mentioned in writing in the April 8, 2016, letter to the prior owner.

No action was taken by the prior owner to deal with the lack of adequate amperage. All action taken by the new owner after September 13, 2016, was inadequate as the electrician never went upstairs or considered the unit as a whole. Nor did the electrician consider the ongoing need for the dehumidifier. Mr. Hall was convincing that the electric outlets would ruin his electrical appliances and that it was the electricity in the unit as a whole that was the problem.

This matter should have been repaired two weeks after it was first brought to the prior owner’s attention. The tenant is entitled to restitution of overpaid rent of 5% of the rent from April 22, 2016 through January 9, 2017, because of this condition.

Loss of the benefit of running the electric heaters and dehumidifier on house power: Even if the tenant could establish that he had the right to plug into “house power,” he did not provide any evidence of *PG&E* bills after he had to stop using “house power” that would show that his *PG&E* bills increased. A rough estimate of his *PG&E* bills is inadequate when the tenant had the ability to provide proof of his loss. This claim is denied.

Lack of consistent hot water in shower: The owner representative’s testimony that he checked the hot water in the shower on three occasions and it was hot enough was convincing. This claim is denied.

Lack of security doorknob: The evidence is clear that there was a period of time between September 13, 2016 and November 17, 2016, when the security doorknob was not working properly. This should have been repaired immediately upon notice.

The fact that the tenant had other locking doors does not solve the problem with the lack of a working lock on this door. This door leads to a staircase that connects the upper and lower portions of the unit, and is essentially a hallway of the tenant's unit. Therefore, it was required to be as secure as it had been in the past. Since the owner's actions caused it to break, the owner should have repaired it immediately. The tenant is entitled to restitution of overpaid rent of 2% of the rent for the period of time that this door lock was not operable. (See chart below.)

Lack of lock on side gate: The fact that the lock of the side gate was removed does not appear to have affected the tenant. The side gate does not provide direct access to the tenant's unit. It leads to two doors that do provide access, but providing those doors were locked, the side gate lock is only an additional safety feature. Furthermore, the owner reasonably needed access to this area to get to the *PG&E* meters. This claim is denied.

Continued leaking in both the back stairwell and lower unit storage area and excess humidity in the unit: The tenant has established that there have been ongoing leaks in both the front storage area and the back staircase through the entire time he has been living in the downstairs portion of the unit. This was a claim in his prior case in T14-0256. Additionally, the tenant has established that there has been an ongoing issue of excess humidity in his unit. This appears to be due in part to the leaks, but also due to the trapping of fluid in the crawl space under the tenant's unit. It is clear that he complained about the humidity again to Mr. Rowan back in 2016, because Mr. Rowan paid for the dehumidifier he purchased.

At the Inspection by this Hearing Officer there was paint peeling in a variety of places, particularly around the door frame of the storage area. There was additional water damage in the stairwell area that connects the bottom portion of the unit to the top portion of the unit. There was also signs of mold or mildew in the bedroom closet, under the bedroom rug and on the bedroom wall. There were also signs of peeling paint and moldy areas on the exterior of the building, on the other side of the wall from the tenant's bedroom. This exposed stucco is an obvious source of wicking moisture that could cause the mold growth in the tenant's unit.

The fact that Mr. Hodgson has not seen water entry on his trips to the unit does not change this conclusion. Hodgson did acknowledge that on one of his trips to the unit, on a particularly rainy period, he saw signs of prior water entry. Further, there are multiple photographs of water entry, and multiple signs in the unit of past water entry. Additionally, there are multiple signs of unusually high humidity levels in the unit. While the City of Oakland does not have a standard for levels of humidity, the Building Maintenance Code states that a room the "dampness of habitable rooms" is inadequate sanitation. O.M.C. § 15.08.340. Additionally, there is significant evidence of signs of mold and mildew in the unit, which is a sign of water entry and excessive humidity.

The tenant is entitled to restitution of overpaid rent of 8% of the rent, from November 3, 2014 through January 9, 2017, for the leaks, water entry, humidity and mold in the unit.

What if any restitution is owed between the parties, and how does it impact the rent?

The chart below lists the tenant's claims of decreased services. The losses he experienced, for which he is entitled to restitution, are set off against the underpayments of rent that were not otherwise explained.

Mr. Hall underpaid rent on several occasions since November of 2014, when these reductions begin. In September of 2015, he deducted \$6.00 from the rent because he purchased a part for the toilet. This is not an "underpayment" because the reduction was with the agreement of the owner and is not related to any of Mr. Hall's claims. He also deducted \$76.08 in February of 2016. Mr. Hall did not remember why he deducted this amount of rent. Therefore, this amount is listed as an underpayment on the chart below.

In April of 2016, Mr. Hall deducted rent in the amount of \$586.89 and only paid rent of \$13.11. That deduction was for payment of the dehumidifier and for the costs associated with the extra *PG&E* payments being made for the use of the dehumidifier and space heaters. There is no evidence that Mr. Rowan objected to this rent decrease; and these particular losses are not a part of the tenant's claims. Therefore, this rent payment is not considered an "underpayment" here. However, there is no evidence of Mr. Hall paying any rent in May-July of 2016. These are underpayments. Therefore, the total underpayments related to Mr. Hall, that are entered on the below chart, equals \$1,876.08 (\$76.08 for February 2016 and \$600 each for May-July of 2016.).

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VALUE OF LOST SERVICES

Service Lost	From	To	Rent	% Rent Decrease	Decrease /month	No. Months	Overpaid
Heat	3-Nov-14	9-Jan-17	\$1,200	10%	\$120.00	26.25	\$ 3,150.00
Electricity	22-Apr-16	9-Jan-17	\$1,200	5%	\$ 60.00	10.00	\$ 600.00
Security Doorknob	13-Sep-16	17-Nov-16	\$1,200	2%	\$ 24.00	2.25	\$ 54.00
Leaks, moisture and mold	3-Nov-14	9-Jan-17	\$1,200	8%	\$ 96.00	27.00	\$ 2,592.00
					\$ -		-
TOTAL LOST SERVICES							\$ 6,396.00

UNDERPAID RENT

From	To	Monthly Rent paid	Max Monthly Rent	Difference per month	No. Months	Sub-total
1-Feb-16	31-Jul-16	various	various			\$(1,876.08)
					\$ -	-
TOTAL UNDERPAID RENT						\$(1,876.08)

RESTITUTION

	MONTHLY RENT	\$1,200
	TOTAL TO BE REPAID TO TENANT	\$ 4,519.92
	TOTAL AS PERCENT OF MONTHLY RENT	377%
AMORTIZED OVER	12	MO. BY REG. IS
		\$ 376.66

Mr. Hall is entitled to restitution for overpaid rent in the amount of \$4,519.92.

Overpayments of this size are normally adjusted over a period of 12 months⁴⁴. For now this \$376.66 a month is subtracted from the tenant's current legal rent of \$1,200 for a total rent of \$823.34 a month. From May of 2017 through April of 2018, the tenant's rent is \$823.34 a month. It is up to the tenant to work out the rent payments he makes with his co-tenant.

Additionally, if the owner wishes to pay the tenant the restitution in one lump sum, she has the authority to do so. If the owner pays the tenant restitution, the tenant must stop deducting the restitution.

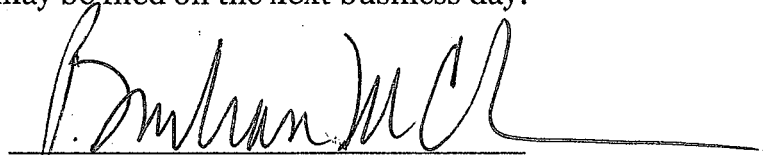
ORDER

1. Petition T16-0622 is granted in part.

⁴⁴ Regulations, Section 8.22.110(F)

2. The tenant's base rent is \$1,200 a month.
3. The tenant is owed restitution for decreased services in the amount of \$4,519.92.
4. From May 2017 through April of 2018 the tenant's rent is \$823.34 a month.
5. The tenant's rent reverts to the base rent in May of 2018.
6. Nothing in this Order prevents the Owner from increasing the rent providing any rent increase notice is served pursuant to the laws of the Rent Adjustment Ordinance and Civil Code § 827.
7. Right to Appeal: **This decision is the final decision of the Rent Adjustment Program Staff.** Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) calendar days after service of the decision. The date of service is shown on the attached Proof of Service. If the Rent Adjustment Office is closed on the last day to file, the appeal may be filed on the next business day.

Dated: April 12, 2017



Barbara M. Cohen
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE

Case Number T16-0622

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

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

Tenant

Jaimeson Hall
1015 East 22nd St
Oakland, CA 94606

Owner

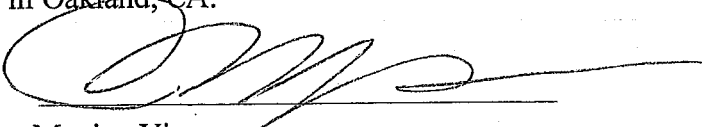
Jenny Leung
4123 Broadway #108
Oakland, CA 94611

Owner Representative

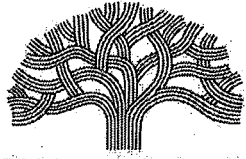
Christopher Hodgson
4123 Broadway #108
Oakland, CA 94611

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 April 13, 2017 in Oakland, CA.


Maxine Visaya

000075

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM P.O. Box 70243 Oakland, CA 94612-0243 (510) 238-3721	20 FRI ^{APR} 3 PM 1:32 For date stamp
	<u>APPEAL</u>	

Appellant's Name Jenny Leung		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) 1015 E 22nd St Oakland CA 94606			
Appellant's Mailing Address (For receipt of notices) 4123 Broadway #108 Oakland CA 94611		Case Number T16-0622	Date of Decision appealed 4/12/17
Name of Representative (if any) Christopher Hodgson		Representative's Mailing Address (For notices) 4123 Broadway #108 Oakland, CA 94611	

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: 4

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

I declare under penalty of perjury under the laws of the State of California that on May 3, 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:

Name	Jaimeson Hall
Address	1015 E 22nd St
City, State Zip	Oakland, CA 94606
Name	
Address	
City, State Zip	

	Jenny Leung	5/3/17
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SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE

DATE

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

APPEAL T16-0622

Other: Calculation of the Value of lost services is flawed. Re: Underpaid rent.

The rent for the apartment in question is \$1200. This is the monthly rent figure used by the hearing officer to calculate the value of loss of services. The residents have previously decided between themselves how to split the \$1200 monthly rent amount. They pay \$600 each.

A March 29th date for the hearing was called specifically asking for the residents to produce proof of payment over the past 3 years.

For the \$600 Jaimeson Hall portion of the rent: no checks were produced by the resident for the months of May, June and July of 2016.

For the \$600 Bill Faas Portion of the rent: no checks were produced at all.

However, the hearing officer counted the Jaime Hall portion of the missing checks as underpayment, but not the Bill Faas portion. Both the missing Jaime Hall checks and Bill Faas checks are simply months where no proof of payment was produced. No explanation is provided to differentiate a missing Jaime Hall check from a Bill Faas missing check. The resident was given multiple opportunities to produce proof of rent payment after it was specifically requested by the hearing officer.

The Calculation of the Value of lost services is based off of a base rent of \$1200 yet half of that amount (\$600) each month was not proved to have been paid over the entire time period in question.

The decision is not supported by adequate evidence. Re: Electricity/ "lack of adequate amperage"

This is referring to the portion of the hearing officer's finding under "Electricity" in the Value of lost services section, and otherwise called "lack of adequate amperage" in the tenant petition and hearing decision.

The hearing officer used the basis that the upstairs portion of the unit was not inspected by an electrician, where there were no complaints about amperage made, to justify the majority of a 5% rent decrease from April 22nd 2016 to January 9th 2017 (totaling \$600, amortized over 12 months), under "Electricity" in the Value of Lost Services section of the finding. However, in doing so the hearing officer appears to be confusing an electric *meter* with an electric *breaker*. This apparent technical misunderstanding forms the basis for this portion of the hearing decision. For the electric capacity of a particular electric outlet in this context, how many appliances per *breaker* switch would have an effect on how the outlet performed. How many residential appliances per PGE *meter* would not. For example, a large home is usually on one meter.

This value of lost services of \$600.00 total, amortized over 12 months, should removed completely or reduced from the finding. It is largely based on a technical misunderstanding by the hearing officer.

The Finding of Fact and Conclusion of Law from page 16 of the hearing decision reads:

"The tenant has established that there was insufficient electrical supply in his unit to cover the electric service he needed to run both the multiple space heaters in his unit and the dehumidifier. While this was likely the same condition as when he moved in, this became an issue because the tenant was required, to maintain the unit in a barely habitable way, to constantly run a dehumidifier and several electric heaters. While he testified that he complained about this to the old owner, this was not part of the RAP proceeding. It was first mentioned in writing in the April 8, 2016 letter to the prior owner.

No Action was taken by the previous owner to deal with the lack of adequate amperage. **All action taken by the new owner after September 13, 2016, was inadequate as the electrician never went upstairs or considered the unit as a whole.** Nor did the electrician consider the ongoing need for a dehumidifier. Mr. Hall was convincing that the electric outlets would ruin his electrical appliances and that it was the **electricity in the unit as a whole that was the problem.**

This matter should have been repaired two weeks after it was first brought to the prior owners attention. The tenant is entitled to restitution of overpaid rent of 5% of the rent from April 22, 2016 through January 9 2017, because of the condition."

From the evidence portion of the hearing decision on pages 9 and 10:

"The tenant testified that there is a lack of adequate amperage in the electricity system that provides power to the unit. He knows this because over the years he has had several of his electrical appliances blow up from being plugged into the electrical outlets in his unit. These include a subwoofer, an air purifier and several electric heaters. He also regularly has to reset the breakers because they would "pop."

He complained about this to the older owner in the past (see April 8 2016 letter) and to the new owner with the email his mother sent in September of 2016.

The tenant further testified that the new owner sent several electricians to check the electric outlets. However, these electricians checked the electric capacity, they were not also running electricity in the upstairs portion of the unit, where there are additional electrical appliances all connected to the same meter.

The owner's representative testified that on October 27, 2016, a licensed electrician came to the unit in response to the tenant's complaints. As far as he knows, the electrician did not test anything about the upstairs portion of the unit and they did not enter the upstairs portion together. The electrician entered the downstairs outlets and found a burned out outlet. Other than that the electrician found that the electricity produced in the bottom portion of the unit supported the electric heaters that were in use. The owner's representative specifically stated that he did not pay attention to the dehumidifier or ask the electrician any questions about whether its operation would impact the electricity in the unit."

Also from the Evidence section of the hearing decision, on page 6.

The owner stated in an email dated November 1st, 2016 that "a professional electrician has verified the electricity in the apartment will more than support the heaters and provides a standard amount of electricity (amperage) for a space of its size."

For the dehumidifier concern, a professional licensed electrician previously verified that the capacity of the apartment is appropriate. The tenant's complaint was that there was lack of adequate amperage to run his appliances, however the electrician verified that all of these appliances could be run at the same time if needed. A dehumidifier was never specifically considered; however this device is designed for in-home use with the same demands on electricity as other devices that the electrician did specifically consider including: space heaters, a stereo system, tv, etc. What is important is that the specifications of the electrical outlets are configured for a space of that size, which was confirmed by the electrician.

The decision is not supported by adequate evidence. Re: Heat.

In the upstairs portion of the unit, the apartment has an installed, vented heater capable of heating the entire space of the up and downstairs of the apartment to a temperature of 68 degrees, 3 ft above the floor of the entire unit, required by OMC.15.08.260.

The apartment was rented to the residents as one unit. There is no Oakland ordinance that requires an installed heater on every floor, only an installed heater that can heat space to 68 degrees.

The ordinance reads:

Heating System. All habitable space shall be provided with heating facilities capable of maintaining a room temperature of 68° F at a point 3 feet above the floor. Such facilities shall be installed and maintained in a safe condition and in accordance with the Oakland Building Construction Code and all other applicable laws. Unvented heaters shall not be permitted. All heating devices or appliances shall be of an approved type.

The hearing officer did not consider the fact that there is an installed heater on the upper floor in this finding. The tenant did not suggest that the installed heater would not heat the lower floor. The "Heat" portion of the ruling is not supported by adequate evidence because the hearing officer never considered the unit as a whole or incorporated the upstairs installed gas heater into her ruling. The fact that space heaters were episodically provided to the tenant does not discount the presence of an adequate installed heater on the top floor capable of heating the entire space without the addition of space heaters.

I was denied sufficient opportunity to respond to the petitioners claim. Re: Rap Notice.

In the Finding of Fact on page 14, the hearing officer wrote:

In a decreased services case, where a RAP Notice has been given at the beginning of a tenancy, a tenant is only allowed relief for 90 days prior to filling out of the petition. However, where no RAP notice was given before the tenant petition was filed, (or was not given at any time before 90 days before the tenant petition was filed) the tenant can seek restitution for up to three years.

There is good reason to believe the resident would have received the RAP sheet during previous ownership. Access to this particular paperwork from the time period before the building changed ownership is difficult for current ownership. For example, the resident was served a 3 day notice by previous ownership on 10/1/14. In Oakland, for this form to be valid it needs to be accompanied by a RAP notice. This 3-day notice was served *after* a the referenced previous rent board case with previous ownership.

Importantly, recounted in the hearing decision, the resident has repeated difficulty recalling when he received certain paperwork, specifically when he received a RAP sheet from current ownership. This suggests he also may have trouble recalling paperwork from previous ownership.

From the evidence portion of the hearing decision on page 2:

During the hearing on February 28, 2017, the tenant testified that he was only ever given the *RAP Notice* as an attachment to an email sent to him by the new manager for the building on October 15, 2016. His statement that he first received the *RAP Notice* on August 31, 2016, which was listed on the *Tenant Petition*, was a mistake. During the hearing on March 29, 2017, the tenant acknowledged receiving Exhibit 46, a *24-hour notice to enter the premises*, which was posted on his door on August 31, 2016. He did not remember that a RAP Notice was included in the envelope. He had no explanation for why his tenant petition would have the same date for the receipt of the RAP Notice. He then testified that "he must have" recited the RAP Notice on that date.