

**HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD**

**FULL BOARD MEETING**

**April 13, 2023**

**7:00 P.M.**

**CITY HALL, HEARING ROOM #1**

**ONE FRANK H. OGAWA PLAZA**

**OAKLAND, CA 94612**

**AGENDA**

**PUBLIC PARTICIPATION**

The public may observe or participate in this meeting in many ways.

**OBSERVE:**

• To observe, the public may view the televised video conference by viewing KTOP channel 10 on Xfinity (Comcast) or ATT Channel 99 and locating City of Oakland KTOP – Channel 10

• To observe the meeting by video conference, please click on the link below:

When: Apr 13, 2023 07:00 PM Pacific Time (US and Canada)

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**The Zoom link is to view/listen to the meeting only, not for participation.**

**PARTICIPATION/COMMENT:**

There is one way to submit public comments:

• To participate/comment during the meeting, you must attend in-person. Comments on all agenda items will be taken during public comment at the beginning of the meeting. Comments for items not on the agenda will be taken during open forum towards the end of the meeting.

If you have any questions, please email [hearingsunit@oaklandca.gov](mailto:hearingsunit@oaklandca.gov).

## HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD MEETING

1. CALL TO ORDER
2. ROLL CALL
3. WELCOME NEW BOARD MEMBERS
4. PUBLIC COMMENT
  - a. Comments on all agenda items will be taken at this time. Comments for items not on the agenda will be taken during open forum.
5. CONSENT ITEMS
  - a. Approval of Board Minutes, 3/23/2023 (pp. 3-5)
6. APPEALS\*
  - a. T22-0124, Benafield v. Equity Avg. LLC (pp. 47-208)
  - b. L22-0057, Bajaj v. Tenants (pp. 209-305)
7. RESOLUTION TO RECOMMEND AMENDMENTS TO THE RENT ADJUSTMENT REGULATIONS (pp. 6-46)
8. INFORMATION AND ANNOUNCEMENTS
9. SCHEDULING AND REPORTS
10. OPEN FORUM
11. ADJOURNMENT

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*\*Staff appeal summaries will be available at the Rent Program website and the Clerk's office at least 72 hours prior to the meeting pursuant to O.M.C. 2.20.080.C and 2.20.090*

As a reminder, alternates in attendance (other than those replacing an absent board member) will not be able to take any action, such as with regard to the consent calendar.

**Accessibility:** Contact us to request disability-related accommodations, American Sign Language (ASL), Spanish, Cantonese, Mandarin, or another language interpreter at least five (5) business days before the event. Rent Adjustment Program (RAP) staff can be contacted via email at [RAP@oaklandca.gov](mailto:RAP@oaklandca.gov) or via phone at (510) 238-3721. California relay service at 711 can also be used for disability-related accommodations.

Si desea solicitar adaptaciones relacionadas con discapacidades, o para pedir un intérprete de en Español, Cantonés, Mandarín o de lenguaje de señas (ASL) por favor envíe un correo electrónico a [RAP@oaklandca.gov](mailto:RAP@oaklandca.gov) o llame al (510) 238-3721 o 711 por lo menos cinco días hábiles antes de la reunión.

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 [RAP@oaklandca.gov](mailto:RAP@oaklandca.gov) 或致電 (510) 238-3721 或711 California relay service.

**HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD  
 FULL BOARD MEETING  
 March 23, 2023  
 7:00 P.M.  
 CITY HALL  
 1 FRANK H. OGAWA PLAZA, HEARING ROOM #1  
 OAKLAND, CA 94612**

**MINUTES**

**1. CALL TO ORDER**

The Board meeting was administered in-person by B. Lawrence-McGowan from the Rent Adjustment Program (RAP), Housing and Community Development Department. B. Lawrence-McGowan explained the procedure for conducting the meeting. The HRRRB meeting was called to order by Chair Ingram at 7:09 p.m.

**2. ROLL CALL**

<b>MEMBER</b>	<b>STATUS</b>	<b>PRESENT</b>	<b>ABSENT</b>	<b>EXCUSED</b>
R. NICKENS, JR.	Tenant	X		
Vacant	Tenant			
J. DEBOER	Tenant Alt.	X		
M. GOOLSBY	Tenant Alt.			X
D. INGRAM	Undesignated	X		
C. OSHINUGA	Undesignated	X*		
E. TORRES	Undesignated			X
Vacant	Undesignated Alt.			
Vacant	Undesignated Alt.			
Vacant	Landlord			
Vacant	Landlord			
Vacant	Landlord Alt.			
K. SIMS	Landlord Alt.	X		

\*Vice Chair Oshinuga joined the meeting at 7:16 pm

**Staff Present**

Kent Qian	Deputy City Attorney
Marguerita Fa-Kaji	Senior Hearing Officer (RAP)
Briana Lawrence-McGowan	Administrative Analyst II (RAP)

**3. PUBLIC COMMENT**

- a. No members of the public spoke during public comment.

**4. CONSENT ITEMS**

- a. Approval of Board Minutes, 2/23/2023: Member J. deBoer moved to approve the Board Minutes from 2/23/2023. Member R. Nickens seconded the motion.

The Board voted as follows:

**Aye:** D. Ingram, K. Sims, R. Nickens, J. deBoer  
**Nay:** None  
**Abstain:** None

The minutes were approved.

**5. APPEALS\***

- a. T19-0184, Beard v. Meridian Management Group

Chair Ingram announced that this appeal hearing has been postponed.

- b. T22-0078, Bolanos v. Wu

Appearances: Gigi Bolanos Tenant

The owner appellant was not present. The Board proceeded with the remaining agenda items to wait and see if the owner appellant appeared.

**6. RESOLUTION TO RECOMMEND AMENDMENTS TO THE RENT ADJUSTMENT REGULATIONS**

- a. The Board discussed a resolution to recommend amendments to the Rent Adjustment Regulations. No vote was taken for this agenda item.

**7. INFORMATION AND ANNOUNCEMENTS**

- a. Board Member Check-In: Chair Ingram checked in with the Board members regarding attendance, showing up for meetings, and responding to Board related email correspondences.

8. **APPEALS\***

- a. T22-0078, Bolanos v. Wu

Appearances: Gigi Bolanos Tenant

The owner appellant was still not present. Chair Ingram moved to dismiss the appeal case. Member R. Nickens seconded the motion.

The Board voted as follows:

**Aye:** D. Ingram, C. Oshinuga, K. Sims, J. deBoer, R. Nickens  
**Nay:** None  
**Abstain:** None

The motion was approved.

9. **OPEN FORUM**

- a. No members of the public spoke during open forum.

10. **ADJOURMENT**

- a. The meeting was adjourned at 7:54 p.m.



CITY ATTORNEY'S OFFICE

**CITY OF OAKLAND  
HOUSING, RESIDENTIAL RENT AND  
RELOCATION BOARD (HRRRB)**

**RESOLUTION NO. \_\_\_\_\_**

**INTRODUCED BY BOARD CHAIR DENARD INGRAM**

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**RESOLUTION TO RECOMMEND AMENDMENT OF THE RENT ADJUSTMENT PROGRAM REGULATIONS TO (1) EXTEND AMORTIZATION PERIOD FOR MANDATORY SEISMIC RETROFITS TO 25 YEARS; (2) REDUCE ARGUMENT TIME TO FIVE MINUTES PER PARTY; (3) REMOVE APPEARANCE REQUIREMENT FOR APPELLANT AT APPEAL HEARINGS; (4) ALLOW NON-VOTING ALTERNATES TO PARTICIPATE IN BOARD MEETINGS IN NON-VOTING CAPACITY; (5) ADD GOOD CAUSE PROCEDURE FOR FAILURE TO APPEAR AT HEARINGS; (6) CODIFY EXISTING PROCEDURAL PRACTICES IN REGULATIONS; AND (7) MAKE OTHER CLARIFYING AND REORGANIZATION CHANGES**

**WHEREAS**, the Housing, Residential Rent and Relocation Board may make recommendations to the City Council or appropriate City Council committee pertaining to Chapter 8.22 of the Oakland Municipal Code (O.M.C.) or City housing policy when requested to do so by the City Council or when the Board otherwise acts to do so, pursuant to O.M.C. 8.22.040 D.4; and

**WHEREAS**, on January 22, 2019, the City Council adopted Ordinance No. 13516, to require mandatory seismic evaluation and retrofit of certain multifamily residential buildings; and

**WHEREAS**, in Ordinance No. 13516, the City Council directed the Rent Board to revise the capital improvements amortization schedule in the Rent Program Regulations to provide an amortization period for Mandatory Seismic Capital Improvements that conforms with the Rent Board's final motion passed during Item 5 of their July 9, 2015 meeting; and

**WHEREAS**, on June 21, 2022, the City Council adopted Ordinance No. 13695, which established a rent registry and requires evidence of registration before submitting an owner petition or an owner response to a tenant petition; and now, therefore, be it

**WHEREAS**, Rent Adjustment Program Regulation Section 8.22.120.I. provides that if an appellant fails to appear at an appeal hearing, the Board will consider the appeal dropped and will issue a decision dismissing the appeal, subject to the appellant showing good cause for the failure to appear; and

**WHEREAS**, Rent Adjustment Program Regulation section 8.22.120.D.2. provides that unless the Board or Appeal Panel votes otherwise, each party will have fifteen (15) minutes to present argument on or in opposition to the appeal; and

**WHEREAS**, on October 20, 2020, the City Council adopted Ordinance No. 13618 (Efficiency Ordinance), to among other things, streamline Rent Board meetings by allowing the Housing, Residential Rent and Relocation Board (Rent Board) to limit argument time for each party to six (6) minutes; and

**WHEREAS**, to make the appeal process more efficient and to minimize time commitment for parties to appeals, the Rent Board wishes to make appearances at appeals voluntary and reduce argument time to six (6) minutes per side; and

**WHEREAS**, Rent Adjustment Program Regulation section 8.22.100.B provides that of a petitioner fails to appear at a properly noticed mediation, the Hearing Officer may dismiss the case; and

**WHEREAS**, because mediations are voluntary, the Rent Board wishes to amend the regulations to allow parties who miss a mediation the opportunity to receive a hearing on the petition; and

**WHEREAS**, Rent Adjustment Program Regulation section 8.22.110.B provides that if a petitioner fails to appear at a properly noticed hearing, the Hearing Officer may dismiss the case;

**WHEREAS**, Rent Adjustment Program Regulation section 8.22.110 does not currently outline any good-cause relief for a party that fails to appear at a properly noticed hearing except through the appeal process; and

**WHEREAS**, either party can potentially wait an extended period of time for a scheduled appeal hearing just to address their good cause evidence, depending on the number of pending petitions; and

**WHEREAS**, significant wait times for either party to be able to present their good-cause evidence can, in some occasions, significantly impact the relief that can be granted by the Appeal Body or by the Hearing Officer; and

**WHEREAS**, Rent Adjustment Program Regulation section 8.22.040 does not currently address Alternate Board Members and their participation in scheduled Board meetings unless they are filling in for regular members; and

**WHEREAS**, allow non-voting alternates to participate in board meetings would allow alternates to learn about the Rent Board in a non-voting capacity; and

**WHEREAS**, Rent Adjustment Program Regulation section 8.22.090.B.1 provides that A Tenant petition or response to an Owner petition is not considered filed unless the tenant submits evidence that the tenant is current on rent or lawfully withholding rent; and

**WHEREAS**, consistent with the Rent Board’s recommendation to City Council to remove the current on rent requirement from the Rent Adjustment Ordinance, the Rent Board wishes to remove the requirement for the tenant be current on rent before filing a petition from the Rent Adjustment Regulations; and

**WHEREAS**, the Rent Board wishes to revise the Rent Adjustment Regulations to clarify rent board procedures from case precedents and codify them in regulations;

**WHEREAS**, the Housing, Residential Rent and Relocation Board seeks to ensure that all covered Oakland tenants and property owners have equitable access to the protections and relief provided by the Rent Adjustment Ordinance; now, therefore, be it

**RESOLVED**, That the Housing, Residential Rent and Relocation Board recommends the City Council amend the Rent Adjustment Program Regulations by adopting the attached amendments to the Rent Adjustment Regulations;

**RESOLVED:** That the Rent Board wishes to amend the Rent Adjustment Regulations consistent with these ordinance changes; and be it

**FURTHER RESOLVED:** That the Rent Board approves the attached Rent Adjustment Regulation amendments and forwards the attached regulation amendments to City Council for approval; and be it



**Proposed Amendments to the Rent Adjustment Regulations Sections 8.22.020-040, 8.22.070, 8.22.090-120, and Appendix A.** (additions are shown as double underline and deletions are shown as ~~strikethrough~~):

**8.22.020 DEFINITIONS.**

“Base occupancy level” means the number of tenants occupying the covered unit as principal residence as of June 16, 2020, with the owner’s knowledge, or allowed by the lease or rental agreement effective as of June 16, 2020, whichever is greater, except that, for units that had an initial rent established on or after June 17, 2020, “base occupancy level” means the number of tenants allowed by the lease or rental agreement entered into at the beginning of the current tenancy. When there is a new lease or rental agreement solely as a result of adding one or more additional occupants to the lease or rental agreement, the “beginning of the current tenancy” refers to the tenancy existing prior to the new lease or rental agreement regarding the additional occupant(s).

“Base Rent” means the monthly rental rate before the latest proposed increase. If the rental agreement provides for a period of “free” or discounted rent within its initial term, the base rent shall be reduced to account for the “free” or discounted period.

“Imputed interest” means the average of the 10 year United States treasury bill rate and the 10 year LIBOR swap rate for the quarter prior to the date the permits for the improvements were obtained plus an additional one and one-half percent, to be taken as simple interest. The Rent Program will post the quarterly interest rates allowable.

“Primary tenant” means a tenant who resides in a covered unit, is not an owner of record of the property, and charges rent to or receives rent from one or more subtenants in the covered unit.

“Principal Residence” means the one dwelling place where an individual primarily resides. Such occupancy does not require that the individual be physically present in the dwelling place at all times or continuously, but the dwelling place must be the individual’s usual or intended place of return. A Principal Residence is distinguishable from one kept primarily for secondary residential occupancy, such as a pied-a-terre or vacation home, or non-residential use, such as storage or commercial use. A determination of Principal Residence shall be based on the totality of circumstances, which may include, but are not limited to, the following factors: (1) whether the individual carries on basic living activities at the subject premises; (2) whether the individual maintains another dwelling and, if so, the amount of time that the individual spends at each dwelling place and indications, if any, that residence in one dwelling is temporary; (3) the subject premises are listed as the individual’s place of residence on any motor vehicle registration, driver’s license, voter registration, or with any other public agency, including Federal, State and local taxing authorities; (4) utilities are billed to and paid by the individual at the subject premises; (5) all or most of the individual’s personal possessions have been moved into the subject premises; (6) a homeowner’s tax exemption for the individual has not been filed for a different property; (7) the subject premises are the place the individual normally returns to as his/her home, exclusive of military service, hospitalization, vacation, family emergency, travel necessitated by employment or education, incarceration, or other reasonable temporary periods of absence.

“Staff” means the staff appointed by City Administrator to administer the Rent Adjustment Program.

“Subtenant,” for purposes of Regulation 8.22.025, means a tenant who resides with and pays rent to one or more primary tenants, rather than directly to the owner to whom the primary tenant(s) pay rent, for the housing services provided to the subtenant.

## **8.22.030 EXEMPTIONS.**

### **A. Dwelling Units That Are Not Covered Units**

1. In order to be a Covered Unit, the Owner must be receiving Rent in return for the occupancy of the dwelling unit.
  - a. Rent need not be cash, but can be in the form of “in-kind” services or materials that would ordinarily be the Owner’s responsibility.
    - i. For example, a person who lives in a dwelling unit and paints the premises, repairs damage, or upgrades the unit is considered to be paying Rent unless the person caused the damage.
  - b. Payment of some of expenses of the dwelling unit even though not all costs are paid is Rent.
    - i. Payment of all or a portion of the property taxes or insurance.
    - ii. Payment of utility costs that are not directly associated with the use of the unit occupied.
2. If California law determines that an “employee of the Owner”, including a manager who resides in the Owner’s property, is not a Tenant, then the dwelling unit occupied by such person is not subject to OMC Chapter 8.22 so long as the person is an employee and continues to reside in the unit.

### **B. Types of Dwelling Units Exempt**

1. Subsidized units. Dwelling units whose rents are subsidized by a governmental unit, including the federal Section 8 voucher program.
2. Newly constructed dwelling units (receiving a certificate of occupancy after January 1, 1983).
  - a. Newly constructed units include legal conversions of uninhabited spaces not used by Tenants, such as:
    - i. Garages;
    - ii. Attics;
    - iii. Basements;
    - iv. Spaces that were formerly entirely commercial.
  - b. Any dwelling unit that is exempt as newly constructed under applicable interpretations of the new construction exemption pursuant to Costa-Hawkins (California Civil Code Section 1954.52).
  - c. Dwelling units not eligible for the new construction exemption include:
    - i. Live/work space where the work portion of the space was converted into a separate dwelling unit;
    - ii. Common area converted to a separate dwelling unit.

#### **3. Substantially rehabilitated buildings.**

- a. In order to qualify for the substantial rehabilitation exemption, the rehabilitation work must be completed within a two (2) year period after the issuance of the building permit for the work unless the Owner demonstrates good cause for the work exceeding two (2) years.
- b. For the substantial rehabilitation exemption, the entire building must qualify for the exemption and not just individual units Reserved.

#### **4. Dwelling Units Exempt Under Costa-Hawkins. Costa-Hawkins addresses dwelling units that are exempt under state law. The Costa Hawkins exemptions are contained at California Civil Code Section 1954.52. The text of Costa Hawkins is attached as an appendix to OMC Chapter 8.22.**

### **C. Certificates of Exemption**

1. Whenever an Owner seeks a Certificate of Exemption the following procedures apply:
  - a. The petition cannot be decided on a summary basis and may only be decided after a hearing on the merits;

b. Staff may intervene in the matter for the purpose of better ensuring that all facts relating to the exemption are presented to the Hearing Officer;

c. In addition to a party's right to appeal, Staff or the Hearing Officer may appeal the decision to the Rent Board; and,

d. A Certificate of Exemption shall be issued in the format specified by Government Code Section 27361.6 for purposes of recording with the County Recorder.

2. In the event that a previously issued Certificate of Exemption is found to have been issued based on **fraud, or mistake, or no longer valid due to an intervening material change in law or circumstances**, and thereby rescinded, the Staff shall record a rescission of the Certificate of Exemption against the affected real property with the County Recorder.

## **8.22.040 THE BOARD.**

### **A. Meetings**

1. Notice. Meetings shall be noticed and the agenda posted in accordance with the Ralph M. Brown Act (California Government Code Sections 54950, et. seq. (“Brown Act”) and Sunshine Ordinance (OMC Chapter 2.20).)
2. Regular Meetings. The Board or an Appeal Panel shall meet regularly on the second and fourth Thursdays of each month, unless cancelled. Rent Program staff is authorized to schedule these regular meetings either for the full Board or for an Appeal Panel.
3. Special Meetings. Meetings called by the Mayor or City Administrator, or meetings scheduled by the Board for a time and place other than regular meetings are to be designated Special Meetings. The agenda of Special Meetings shall be restricted to those matters for which the meeting was originally called and no additional matters may be added to the agenda.
4. Adjourned or Rescheduled Meetings. A meeting may be adjourned to a time and place to complete the agenda if voted by the Board members present. A rescheduled meeting may be held when a quorum cannot be convened for a regular meeting or when a quorum votes to substitute another time and/or place for a scheduled meeting. Notice of change of meeting time and/or place shall be sent to the City Clerk and absent Board members and provided in accordance with the Brown Act and Sunshine Ordinance.
5. Time of Meetings. Board meetings shall start at 7 p.m. and end by 10:00 p.m. unless some other time is set in advance or the meeting is extended by a vote of the Board.
6. Location of Meetings. The Board meetings shall be held at City Hall, One Frank H. Ogawa Plaza, Oakland, CA 94612, unless otherwise designated.
7. Agenda. The agenda for each meeting shall be posted at such time and places as required by the Brown Act and Sunshine Ordinance.
8. Board meetings shall be conducted in accordance with “Robert’s Rules of Order (**Newly Revised**),” unless modified by these Regulations, requirements of the Brown Act or Sunshine Ordinance, or the Board.
9. Open to Public. The meetings shall be open to the public in accordance with the Brown Act and the Sunshine Ordinance, except for circumstances where the Brown Act or Sunshine Ordinance permits the Board to address a matter in closed session, such as litigation or personnel matters.
10. Board Vacations. The Board may schedule dates during the year when no regular Board meetings may be held so that the entire Board may take vacations. The Board must schedule vacation times at least two (2) months prior to the date of the vacation time.
11. Alternate Board Members. Alternate board members may participate in discussion and deliberations, but will only be allowed to vote when filling in for a regular member who is not

present or who has been excused from consideration of or voting on a matter by the Board.

## **B. Quorum and Voting**

1. Four Board members constitutes a quorum of the Board.
2. Decisions of the Board. For the Board to make a decision on the first time a matter comes before the Board, the quorum must include at least one of each of the three categories of Board members (Tenant, residential rental property Owner, and one who is neither of the foregoing). If a matter cannot be decided because at least one of each of the three categories of Board members is not present, the matter will be considered a second time at a future meeting where the matter can be decided even if at least one member from each category is not present. A majority of the Board members present are required to make decisions, provided a quorum is present and sufficient members of each category are present.
3. A Board member who does not participate in a matter because of a conflict of interest or incompatible employment neither counts towards a quorum nor in calculating the number of Board members required to make a majority.
4. Special voting requirements for Just Cause for Eviction regulations enacted as part of partial settlement of *Kim v. City of Oakland*, Alameda County Superior Court Case No. RG03081362 (the "Settlement Regulations").

a. The special voting requirements set out in this subsection apply only to the Just Cause for Eviction regulations set out in Exhibit A.

b. The Settlement Regulations may be amended only by affirmative vote of at least five (5) members of the Rent Board, provided that at least one member from each class of Rent Board members (homeowner, landlord, and tenant) affirmatively votes to modify the Settlement Regulations.

c. Before the Board adopts any amendments to the Settlement Regulations, the Board must introduce the proposed amendments at a meeting, hold a public hearing at which members of the public and interested organizations, including the Rental Housing Association of Northern Alameda County, Inc. and Just Cause Oakland, are noticed, and the amendments can only be considered for adoption at a subsequent meeting.

d. After the introduction of proposed amendments to the Settlement Regulations, if the Board decides to further consider the adoption of the regulations and sets a public hearing to do so, the Board must also transmit the proposed amendments to the appropriate committee of the City Council so the City Council may have the option of commenting on or holding its own hearing before the Rent Board votes to adopt or reject the proposed amendments. If the Council elects not to comment on the proposed amendments or does not comment on them within 90 days after transmittal of the proposed amendments by the Rent Board, the Rent Board may proceed to vote on the proposed amendments.

## **C. Officers**

1. The Board shall select a Chair from among the Board members who are neither tenants nor residential rental property owners. Each Appeal Panel shall be chaired by the member of that panel who is neither a tenant nor a residential rental property owner.
2. The Board may also select a Vice-Chair (who is neither a Tenant nor an Owner) to act as Chair in the Chair's absence.
3. The Officers shall serve one-year terms.
4. The Board shall elect Officers each year at the second meeting in February.
5. The Chair votes on matters as any other Board member.
6. The Chair or the Chair's designee is authorized to speak on behalf of the Board, in support of any resolution the Board passes, at City Council or City Council Committee meetings.

**D. Standing Committees**

The Board may establish standing committees subject to prior approval of the City Council. A request to create a standing committee must include:

1. The staffing costs for the committee; and
2. The costs of complying with meeting noticing requirements.

**8.22.060 NOTICE OF THE EXISTENCE OF CHAPTER 8.22 REQUIRED AT COMMENCEMENT OF TENANCY.**

A. Providing Notice in Multiple Languages

1. The requirement to provide the Notice of the Existence of Chapter 8.22 Required at Commencement of Tenancy in multiple languages took effect on September 2+0, 2016 and only applies to new tenancies that commenced on or after that date.

2. No Owner will be penalized for failing to comply with this requirement until the later of sixty (60) days after the Rent Program makes a general announcement of the requirement or all the translations are available on the Rent Program website.

3. Until September 21, 2017, no Owner will be denied a Rent increase for failing to provide the notice in the required languages, unless:

a. the Tenant is proficient in one of the non-English languages specified in OMC 8.22.060 (Spanish or Chinese), and is not proficient in English;

or

b. the Owner negotiated the terms of the rental agreement in either Spanish or Chinese and failed to give the notice in that language.

## **8.22.070 RENT ADJUSTMENTS FOR OCCUPIED COVERED UNITS.**

### **A. Purpose**

This section sets forth the Regulations for a Rent adjustment exceeding the CPI Rent Adjustment and that is not authorized as an allowable increase following certain vacancies.

### **B. CPI and Banking Rent Adjustments**

#### **5. Rent History/"Banking"**

(a) If a landlord chooses to increase rents less than the annual CPI Adjustment [formerly Annual Permissible Increase] permitted by the Ordinance, any remaining CPI Rent Adjustment may be carried over to succeeding twelve (12) month periods ("Banked"). However, the total of CPI Adjustments imposed in any one Rent increase, including the current CPI Rent Adjustment, may not exceed three times the allowable CPI Rent Adjustment on the effective date of the Rent Increase notice.

(b) Banked CPI Rent Adjustments may be used together with other Rent justifications, except Increased Housing Service Costs and Fair Return, because these justifications replace the current year's CPI increase.

(c) In no event may any banked CPI Rent Adjustment be implemented more than ten years after it accrues.

### **C. Justifications for a Rent Increase in Excess of the CPI Rent Adjustment or Banking**

1. Regulations regarding ~~†~~The justifications for a Rent increase in excess of the CPI Rent Adjustment or Banking are attached as Appendix A to these Regulations. The justifications are: banking; capital improvement costs; uninsured repair costs; increased housing service costs; additional occupant as defined by OMC 8.22.020; Tenant does not reside in the unit as their principal residence; and the rent increase is necessary to meet constitutional or fair return requirements.

**a. Capital Improvement Costs:** Capital Improvement Costs are those improvements which materially add to the value of the property and appreciably prolong its useful life or adapt it to new building codes. Those improvements primarily must benefit the tenant rather than the landlord.

(1) Credit for capital improvements will only be given for those improvements which have been completed and paid for within the twenty-four (24) month period prior to the date the petition for a rent increase based on the improvements is filed.

(2) Eligible capital improvements include, but are not limited to, the following items:

1. Those improvements which primarily benefit the tenant rather than the landlord. (For example, the remodeling of a lobby would be eligible as a capital improvement, while the construction of a sign advertising the rental complex would not be eligible). However, the complete painting of the exterior of a building, and the complete interior painting of internal dwelling units are eligible capital improvement costs.

2. In order for equipment to be eligible as a capital improvement cost, such equipment must be permanently fixed in place or relatively immobile (for example, draperies, blinds,



carpet, sinks, bathtubs, stoves, refrigerators, and kitchen cabinets are eligible capital improvements. Hot plates, toasters, throw rugs, and hibachis would not be eligible as capital improvements).

3. Except as set forth in subsection 4, repairs completed in order to comply with the Oakland Housing Code may be considered capital improvements.

4. The following may not be considered as capital improvements:

a. Repairs for code violations may not be considered capital improvements if the Tenant proves the following:

i. That a repair was performed to correct a Priority 1 or 2 Condition that was not created by the Tenant, which may be demonstrated by any of the following:

(a) the condition was cited by a City Building Services Inspector as a Priority 1 or 2 Condition;

(b) the Tenant produces factual evidence to show that had the property or unit been inspected by a City Building Services Inspector, the Inspector would have determined the condition to be a Priority 1 or 2 Condition, but the Hearing Officer may determine that in order to decide if a condition is a Priority 1 or 2 Condition expert testimony is required, in which case the Hearing Officer may require such testimony.

ii. That the tenant

(a) informed the Owner of the condition in writing;

(b) otherwise proves that the landlord knew of the conditions, or

(c) proves that there were exceptional circumstances that prohibited the tenant from submitting needed repairs in writing; and

iii. That the Owner failed to repair the condition within a reasonable time after the Tenant informed Owner of the condition or the Owner otherwise knew of the condition.

iv. A reasonable time is determined as follows:

(a) If the condition was cited by a City Building Services Inspector and the Inspector required the repairs to be performed within a particular time frame, or any extension thereof, the time frame set out by the Inspector is deemed a reasonable time; or

(b) Ninety (90) days after the Owner received notice of the condition or otherwise learned of the condition is presumed a reasonable time unless either of the following apply:

(1) the violation remained unabated for ninety (90) days after the date of notice to the Owner and the Owner demonstrates timely, good faith efforts to correct the violation within the ninety the (90) days but such efforts were unsuccessful due to the nature of the work or circumstances beyond the Owner's control, or the delay was attributable to other good cause; or

(2) the Tenant demonstrated that the violation was an immediate threat to the health and safety of occupants of the property, [in which case] fifteen (15) business days is presumed a reasonable time unless:

(i) the Tenant proves a shorter time is reasonable based on the hazardous nature of the condition, and the ease of correction, or

(ii) the Owner demonstrates timely, good faith efforts to correct the violation within the fifteen (15) business days after notice but such efforts were unsuccessful due to the nature of the work or circumstances beyond the Owner's control, or the delay was attributable to other good cause.

(c) If an Owner is required to get a building or other City permit to perform the work, or is required to get approval from a government agency before commencing work on the premises, the Owner's attempt to get the required permit or approval within the timelines set out in (i) and (ii) above shall be deemed evidence of good faith and the Owner shall not be penalized for delays attributable to the action of the approving government agency.

b. **Deferred Maintenance.** Costs for work or portion of work that could have been avoided by the landlord's exercise of reasonable diligence in making timely repairs after the landlord knew or should reasonably have known of the problem that caused the damage leading to the repair claimed as a capital improvement.

i. Among the factors that may be considered in determining if the landlord knew or should reasonably have known of the problem that caused the damage:

(a) Was the condition leading to the repairs outside the tenant's unit or inside the tenant's unit?

(b) Did the tenant notify the landlord in writing or use the landlord's procedures for notifying the landlord of conditions that might need repairs?

(c) Did the landlord conduct routine inspections of the property?

(d) Did the tenant permit the landlord to inspect the interior of the

unit?

ii. Examples:

(a) A roof leaks and, after the landlord knew of the leak, did not timely repair the problem and leak causes ceiling or wall damage to units that could have been avoided had the landlord acted timely to make the repair. In this case, replacement of the roof would be a capital improvement, but the repairs to the ceiling or wall would not be.

(b) A problem has existed for an extended period of time visible outside tenants' units and could be seen from a reasonable inspection of the property, but the landlord or landlord's agents either had not inspected the property for an unreasonable period of time, or did not exercise due diligence in making such inspections. In such a case, the landlord should have reasonably known of the problem. Annual inspections may be considered a reasonable time period for inspections depending on the facts and circumstances of the property such as age, condition, and tenant complaints.

iii. Burden of Proof

(a) The tenant has the initial burden to prove that the landlord knew or should have reasonably known of the problem that caused the repair.

(b) Once a tenant meets the burden to prove the landlord knew or should have reasonably known, the burden shifts to the landlord

to prove that the landlord exercised reasonable diligence in making timely repairs after the landlord knew or should have known of the problem.

c. “Gold-plating” or “Over-improvements”

i. Examples:

(a) A landlord replaces a Kenmore stove with a Wolf range. In such a case, the landlord may only pass on the cost of the substantially equivalent replacement.

(b) A landlord replaces a standard bathtub with a jacuzzi bathtub. In such a case, the landlord may only pass on the cost of the substantially equivalent replacement.

ii. Burden of Proof

(a) The tenant has the initial burden to prove that the improvement is greater in character or quality than existing improvements.

(b) Once a tenant meets the burden to prove that the improvement is greater in character or quality than existing improvements, the burden shifts to the landlord to prove that the tenant approved the improvement in writing, the improvement brought the unit up to current building or housing codes, or the improvement did not cost more than a substantially equivalent replacement.

d. Use of a landlord's personal appliances, furniture, etc., or those items inherited or borrowed are not eligible for consideration as capital improvements.

e. Normal routine maintenance and repair of the rental until and the building is not a capital improvement cost, but a housing service cost. (For example: while the replacement of old screens with new screens would be a capital improvement).

f. Costs for which an Owner is reimbursed (e.g., insurance, court awarded damages, subsidies, tax credits, and grants) are not capital improvement costs.

(3) Rent Increases for Capital Improvement costs are calculated according to the following rules:

1. For mixed-use structures, only the percent of residential square footage will be applied in the calculations. The same principle shall apply to landlord-occupied dwellings (i.e., exclusion of landlord's unit).

2. Items determined to be capital improvements pursuant to Section 10.2.2. shall be amortized over the useful life of the improvement as set out in the Amortization Schedule attached as Exhibit 1 to these regulations and the total costs shall be amortized over that time period, unless the Rent increase using this amortization would exceed the Rent increase limits provided by O.M.C. 8.22.070 A2 or 3. Whenever a Capital Improvement Rent increase alone or with any other Rent increases noticed at the same time for a particular Unit exceeds the limits set by O.M.C. 8.22.070 A2 or 3, if the Owner elects to recover the portion of the Capital Improvement that causes the Rent Increase to exceed the limits set by O.M.C. 8.22.070 A2 or 3, the excess can only be recovered by extending the Capital Improvement's amortization period in yearly increments sufficient to cover the excess, and complying with any requirements to notice the Tenant of the extended amortization period with the initial Capital Improvement increase. The dollar amount of the rent increase justified by Capital Improvements shall be removed from the allowable rent at the end of the amortization period.

3. A monthly Rent increase for a Capital Improvement is determined as follows:

a. A maximum of seventy percent (70%) of the total cost for the Capital Improvement (plus imputed interest calculated pursuant to the formula set forth

- in Regulation 8.22.020) may be passed through to the Tenant;
- b. The amount of the Capital Improvement calculated in a. above is then divided equally among the Units that benefit from the Capital Improvement;
- c. The monthly Rent increase is the amount of the Capital Improvement that may be passed through as determined above, divided by the number of months the Capital Improvement is amortized over for the particular Unit.

4. If a unit is occupied by an agent of the landlord, this unit must be included when determining the average cost per unit. (For example, if a building has ten (10) units, and one is occupied by a nonpaying manager, any capital improvement would have to be divided by ten (10), not nine (9), in determining the average rent increase). This policy applies to all calculations in the financial statement which involve average per unit figures.

5. Undocumented labor costs provided by the landlord cannot exceed 25% of the cost of materials.

6. Equipment otherwise eligible as a Capital Improvement will not be considered if a "use fee" is charged (i.e., coin-operated washers and dryers).

7. Where a landlord is reimbursed for Capital Improvements (i.e., insurance, court-awarded damages, subsidies, etc.), this reimbursement must be deducted from such Capital Improvements before costs are amortized and allocated among the units. For each improvement listed on a petition, the landlord must state whether a reimbursement or tax credit is or will be received for that improvement.

(4) In some cases, it is difficult to separate costs between rental units; common vs. rental areas; commercial vs. residential areas; or housing service costs vs. Capital Improvements. In these cases, the Hearing Officer will make a determination on a case-by-case basis.

(5) Interest on Failure to Reduce Capital Improvement Increase After End of Amortization Period.

1. If an Owner fails to reduce a Capital Improvement Rent increase in the month following the end of the amortization period for such improvement and the Tenant pays any portion of such Rent increase after the end of the amortization period, the Tenant may recover interest on the amount overpaid.

2. The applicable rate of interest for overpaid Capital Improvements shall be the rate specified by law for judgments pursuant to California Constitution, Article XV and any legislation adopted thereto and shall be calculated at simple interest.

(6) Documentation of improvement costs with proof of payment (i.e., invoices, receipts, and/or canceled checks) must be presented for all costs which are being used for justification of the proposed rent increase.

(7) Amortization of Capital Improvements. The following schedule shall be used to determine the amortization period of the capital improvement:

<u>IMPROVEMENT</u>	<u>YEARS</u>
<u>Air Conditioners</u>	10
<u>Appliances</u>	

Refrigerator	5
Stove	5
Garbage Disposal	5
Water Heater	5
Dishwasher	5
Microwave Oven	5
Washer/Dryer	5
Fans	5
<b><u>Cabinets</u></b>	10
<b><u>Carpentry</u></b>	10
<b><u>Counters</u></b>	10
<b><u>Doors</u></b>	10
Knobs	5
Screen Doors	5
<b><u>Earthquake Expenses</u></b>	
Architectural and Engineering Fees	5
Emergency Services	
Clean Up	5
Fencing and Security	5
Management	5
Tenant Assistance	5
<b><u>Structural Repair and Retrofitting</u></b>	
Foundation Repair	10

Foundation Replacement	20
Foundation Bolting	20
Iron or Steel Work	20
Masonry-Chimney Repair	20
Shear Wall Installation	10
<u>Mandatory Seismic Retrofit</u>	<u>25</u>
<b><u>Electrical Wiring</u></b>	10
<b><u>Elevator</u></b>	20
<b><u>Fencing and Security</u></b>	
Chain	10
Block	10
Wood	10
<b><u>Fire Alarm System</u></b>	10
<b><u>Fire Sprinkler System</u></b>	20
<b><u>Fire Escape</u></b>	10
<b><u>Flooring/Floor Covering</u></b>	
Hardwood	10
Tile and Linoleum	5
Carpet	5
Carpet Pad	5
Subfloor	10
<b><u>Fumigation</u></b>	
Tenting	5
<b><u>Furniture</u></b>	5

<b><u>Automatic Garage Door Openers</u></b>	10
<b><u>Gates</u></b>	
Chain Link	10
Wrought Iron	10
Wood	10
<b><u>Glass</u></b>	
Windows	5
Doors	5
Mirrors	5
<b><u>Heating</u></b>	
Central	10
Gas	10
Electric	10
Solar	10
<b><u>Insulation</u></b>	10
<b><u>Landscaping</u></b>	
Planting	10
Sprinklers	10
Tree Replacement	10
<b><u>Lighting</u></b>	
Interior	10
Exterior	10

<b><u>Locks</u></b>	5
<b><u>Mailboxes</u></b>	10
<b><u>Meters</u></b>	10
<b><u>Plumbing</u></b>	
Fixtures	10
Pipe Replacement	10
Re-Pipe Entire Building	20
Shower Doors	5
<b><u>Painting</u></b>	
Interior	5
Exterior	5
<b><u>Paving</u></b>	
Asphalt	10
Cement	10
Decking	10
<b><u>Plastering</u></b>	10
<b><u>Pumps</u></b>	
Sump	10
<b><u>Railing</u></b>	10
<b><u>Roofing</u></b>	
Shingle/Asphalt	10
Built-Up, Tar, and Gravel	10
Tile and Linoleum	10
Gutters/Downspouts	10



<b><u>Security</u></b>	
Entry Telephone Intercom	10
Gates/Doors	10
Fencing	10
Alarms	10
<b><u>Sidewalks/Walkways</u></b>	10
<b><u>Stairs</u></b>	10
<b><u>Stucco</u></b>	10
<b><u>Tilework</u></b>	10
<b><u>Wallpaper</u></b>	5
<b><u>Window Coverings</u></b>	
Drapes	5
Shades	5
Screens	5
Awnings	5
Blinds/Miniblinds	5
Shutters	5

(8) The following describe five major hazard conditions classified as Priorities 1 & 2:

I. **MECHANICAL**

**Priority 1**

- A. Unvented heaters
- B. No combustion chamber, fire or vent hazard
- C. Water heaters in sleeping rooms, bathrooms
- D. Open gas lines, open flame heaters

**Priority 2**

- A. Damaged gas appliance
- B. Flame impingement, soot
- C. Crimped gas line, rubber gas connections
- D. Dampers in gas heater vent pipes, no separation or clearance, through or near combustibile surfaces
- E. Water heater on garage floor

II. PLUMBING

Priority 1

- A. Sewage overflow on surface

Priority 2

- A. Open sewers or waste lines
- B. Unsanitary, inoperative fixtures; leaking toilets
- C. T & P systems, newly or improperly installed

III. ELECTRICAL

Priority 1

- A. Bare wiring, open splices, unprotected knife switches, exposed energized electrical parts
- B. Evidence of overheated conductors including extension cords
- C. Extension cords under rugs

Priority 2

- A. Stapled cord wiring; extension cords
- B. Open junction boxes, switches, outlets
- C. Over-fused circuits
- D. Improperly added wiring

IV. STRUCTURAL

Priority 1

- A. Absence of handrail, loose, weakly-supported handrail
- B. Broken glass, posing potential immediate injury
- C. Hazardous stairs
- D. Collapsing structural members

Priority 2

- A. Garage wall separation
- B. Uneven walks, floors, tripping hazards
- C. Loose or insufficient supporting structural members
- D. Cracked glass, leaky roofs, missing doors (exterior) and windows
- E. Exit, egress requirements; fire safety

Note: Floor separation and stairway enclosures in multi-story handled on a case basis.

V. OTHER

Priority 1

- A. Wet garbage
- B. Open wells or unattended swimming pools
- C. Abandoned refrigerators
- D. Items considered by field person to be immediate hazards

- C. Significant quantity of debris
- D. Abandoned vehicles

Priority 2

- A. Broken-down fences or retaining walls
- B. High, dry weeds, next to combustible surfaces

Questions concerning permits, repairs and compliance schedules should be referred to code enforcement office of the City of Oakland -- (510) 238-3381.

**b. Uninsured Repair Costs:** Uninsured Repair Costs are costs for work done by a landlord or tenant to a rental unit or to the common area of the property or structure containing a rental unit which is performed to secure compliance with any state or local law as to repair damage resulting from, fire, earthquake, or other casualty or natural disaster, to the extent such repair is not reimbursed by insurance proceeds

(1) Uninsured Repair Costs are those costs incurred as a result of natural causes and casualty claims; it does not include improvement work or code correction work. Improvements work or code correction work will be considered either capital improvements or housing services, depending on the nature of the improvement.

(2) Increases justified by Uninsured Repair Costs will be calculated as Capital Improvement costs.

**c. Increased Housing Service Costs:** Increased Housing Service Costs are services provided by the landlord related to the use or occupancy of a rental unit, including, but not limited to, insurance, repairs, replacement maintenance, painting, lighting, heat, water, elevator service, laundry facilities, janitorial service, refuse removal, furnishings, parking, security service and employee services. Any repair cost that is the result of deferred maintenance, as defined in Appendix A, Section 10.2.28.22.070.C.1.a(2)(4)(b), cannot be considered a repair for calculation of Increased Housing Service Costs. Property tax is not considered a housing service cost.

(1) In determining whether there has been an increase in housing service costs, consider the annual operating expenses for the previous two years. (For example: if the rent increase is proposed in 1993, the difference in housing service costs between 1991 and 1992 will be considered.) The average housing service cost percentage (%) increase per month per unit shall be derived by dividing this difference by twelve (12) months, then by the number of units in the building and finally by the average gross operating income per month per unit (which is determined by dividing the gross monthly operating income by the number of units). Once the percentage increase is determined the percentage amount must exceed the allowable rental increase deemed by City Council. The total determined percentage amount is the actual percentage amount allowed for a rental increase.

(2) Any major or unusual housing service costs (i.e., a major repair which does not occur every year) shall be considered a capital improvement. However, any repair cost that is not eligible as a capital improvement because it is deferred maintenance pursuant to Appendix A, Section 10.2.28.22.070.C.1.a(2)(4)(b), may not be considered a repair for purposes of calculating Increased Housing Service Costs.

(3) Any item which has a useful life of one year or less, or which is not considered to be a capital improvement, will be considered a housing service cost (i.e., maintenance and repair).

(4) Individual housing service cost items will not be considered for special consideration. For example, PG&E increased costs will not be considered separately from other housing service costs.

(5) Documentation (i.e., bills, receipts, and/or canceled checks) must be presented for all costs

which are being used for justification of the proposed rent increase.

(6) Landlords are allowed up to 8% of the gross operating income of unspecified expenses (i.e., maintenance, repairs, legal and management fees, etc.) under housing service costs unless verified documentation in the form of receipts and/or canceled checks justify a greater percentage.

(7) If a landlord chooses to use 8% of his/her income for unspecified expenses, it must be applied to both years being considered under housing service cost (for example, 8% cannot be applied to 1980 and not 1981).

**(8) An Increased Housing Service Costs increase may not be taken in the same year as a CPI increase because it replaces the current year's CPI increase.**

~~1.8 A decrease in housing service costs (i.e., any items originally included as housing service costs such as water, garbage, etc.) is considered to be an increase in rent and will be calculated as such (i.e., the average cost of the service eliminated will be considered as a percentage of the rent). If a landlord adds service (i.e., cable TV, etc.) without increasing rent or covers costs previously paid by a tenant, this is considered to be a rent decrease and will be calculated as such.~~

~~1.9 The transfer of utility costs to the tenant by the landlord is not considered as part of the rent increase unless the landlord is designated in the original rental agreement to be the party responsible for such costs.~~

~~1.10 When more than one rental unit shares any type of utility bill with another rental unit, it is illegal to divide up the bill between units. Splitting the costs of utilities among tenants who live in separate units is prohibited by the Public Utilities Commission Code and Rule 18 of PG&E. The best way to remedy the bill is to install individual meters. If this is too expensive, then the property owner should pay the utility bill himself/herself and build the cost into the rent.~~

**d. "Fair Return"**

(1) Owners are entitled to the opportunity to receive a fair return. Ordinarily, a fair return will be measured by maintaining the net operating income (NOI) produced by the property in a base year, subject to CPI related adjustments. Permissible rent increases will be adjusted upon a showing that the NOI in the comparison year is not equal to the base year NOI.

(2) Maintenance of Net Operating Income (MNOI) Calculations

1. The base year shall be the calendar year 2014.
  - a. New owners are expected to obtain relevant records from prior owners.
  - b. Hearing officers are authorized to use a different base date, however, if an owner can demonstrate that relevant records were unavailable (e.g., in a foreclosure sale) or that use of base year 2014 will otherwise result in injustice.
2. The NOI for a property shall be the gross income less the following: property taxes, housing service costs, and the amortized cost of capital improvements. Gross income shall be the total of gross rents lawfully collectible from a property at 100%

occupancy, plus any other consideration received or receivable for, or in connection with, the use or occupancy of rental units and housing services. Gross rents collectible shall include the imputed rental value of owner-occupied units.

3. When an expense amount for a particular year is not a reasonable projection of ongoing or future expenditures for that item, said expense shall be averaged with the expense level for that item for other years or amortized or adjusted by the CPI or may otherwise be adjusted, in order to establish an expense amount for that item which most reasonably serves the objectives of obtaining a reasonable comparison of base year and current year expenses.

(3) Owners may present methodologies alternative to MNOI for assessing their fair return if they believe that an MNOI analysis will not adequately address the fair return considerations in their case. To pursue an alternative methodology, owners must first show that they cannot get a fair return under an MNOI analysis. They must specifically state in the petition the factual and legal bases for the claim, including any calculations.

## **6 Additional Occupants**

As provided by O.M.C. 8.22.020, "Additional occupant," the addition of occupants above the base occupancy level, as defined by the Rent Adjustment Ordinance, allows an owner to petition to increase the rent by an amount up to 5% for each occupant above the base occupancy level. Such petitions must be filed within ninety (90) days of approval, or deemed approval as provided by O.M.C. 8.22.360.A.2.b, of the tenant's written request to add the occupant. No rent increase shall be granted for an additional occupant who is the spouse, registered domestic partner, parent, grandparent, child, adopted child, foster child, or grandchild of an existing tenant, or the legal guardian of an existing tenant's child or grandchild who resides in the unit, or a caretaker/attendant as required for a reasonable accommodation for an occupant with a disability.

Such rent increases must be reversed by the Owner if the additional occupancy level decreases, beginning with the most recently granted increase. Once a tenant provides written notice to the Owner of a decrease in the additional occupancy level and lists all current occupants, the Owner must provide written notice within fifteen (15) days to the tenant of the applicable reduced rent, effective as of the next regular rent due date occurring no sooner than thirty (30) days after the tenant's written notice.

If there are changes in occupancy following a tenant's request to add an occupant and, prior to the Owner's 15-day rent reduction notice deadline and the Owner issuing the notice, the additional occupancy level remains the same (e.g., a departing occupant is replaced), the Owner need not issue the rent reduction notice and the rent increase granted due to the prior additional occupant shall remain in effect, until and unless the additional occupancy level decreases. When the additional occupancy level remains the same following a change in occupancy, the Owner may not be granted a new additional occupant rent increase for any additional occupant that is added. The number of rent increases for additional occupants that currently apply to the rent may not exceed the additional occupancy level.

**7 Tenant Not Residing in Unit as Principal Residence** [Added May 5, 2021, but does not take effect until 3 months after the Local Emergency regarding the COVID-19 pandemic declared on March 9, 2020, is terminated by the City Council]

An Owner who seeks to impose a rent increase without limitation because the Tenant is not residing in the unit as their principal residence must petition for approval of the unrestricted rent increase based on a determination made pursuant to a hearing that the Tenant does not reside in the unit as their principal residence as of the date the petition is filed. The Hearing Officer shall not consider evidence in support of a petition that is obtained in violation of California Civil Code Section 1954 or the Oakland Tenant Protection Ordinance.

#### F. Decreased Housing Services

1. A decrease in housing service costs (i.e., any items originally included as housing service costs such as water, garbage, etc.) is considered to be an increase in rent and will be calculated as such (i.e., the average cost of the service eliminated will be considered as a percentage of the rent). If a landlord adds service (i.e., cable TV, etc.) without increasing rent or covers costs previously paid by a tenant, this is considered to be a rent decrease and will be calculated as such.

2. The transfer of utility costs to the tenant by the landlord is not considered as part of the rent increase unless the landlord is designated in the original rental agreement to be the party responsible for such costs.

3. When more than one rental unit shares any type of utility bill with another rental unit, it is illegal to divide up the bill between units. Splitting the costs of utilities among tenants who live in separate units is prohibited by the Public Utilities Commission Code and Rule 18 of PG&E. The best way to remedy the bill is to install individual meters. If this is too expensive, then the property owner should pay the utility bill himself/herself and build the cost into the rent.

**8.22.090 PETITION AND RESPONSE FILING PROCEDURES.**

**A. Filing Deadlines**

1. In order for a document to meet the filing deadlines prescribed by OMC Chapter 8.22.090, documents must be received by the Rent Adjustment Program offices no later than 5 PM on the date the document is due. A postmark is not sufficient to meet the requirements of OMC Chapter 8.22.090. ~~Additional Regulations regarding electronic and facsimile filing will be developed when these filing methods become available at the Rent Adjustment Program.~~

2. Electronically filed documents must be received by the Rent Adjustment Program no later than 11:59 PM on the date the document is due.

**B. Tenant Petition and Response Requirements**

1. A Tenant petition or response to an Owner petition is not considered filed until the following has been submitted:

~~a. Evidence that the Tenant is current on his or her Rent or is lawfully withholding Rent. For purposes of filing a petition or response, a statement under oath that a Tenant is current in his or her Rent or is lawfully withholding Rent is sufficient, but is subject to challenge at the hearing.~~Reserved;

b. A substantially completed petition or response on the form prescribed by the Rent Adjustment Program, signed under oath; and

c. For Decreased Housing Services claims, organized documentation clearly showing the Housing Service decreases claimed and the claimed value of the services, and detailing the calculations to which the documentation pertains. Copies of documents should be submitted rather than originals. All documents submitted to the Rent Adjustment Program become permanent additions to the file.

d. Proof of service by first-class mail or in person of the tenant petition or response and any supporting documents on the owner.

2. Subtenant petitions described by Regulation 8.22.025 and Primary Tenant responses to them are subject to the tenant petition and response requirements in this section.

**C. Owner Petition and Response Requirements**

1. An Owner's petition or response to a petition is not considered filed until the following has been submitted:

a. Evidence that the Owner has paid his or her City of Oakland Business License Tax;

b. Evidence that the Owner has paid his or her Rent Program Service Fee or evidence that the unit is exempt from the fee;

c.

i. Evidence that the Owner has provided written notice, to all Tenants affected by the petition or response, of the existence and scope of the Rent Adjustment Program as required by OMC 8.22.060. For purposes of filing a petition or response, a statement that the Owner has provided the required notices is sufficient, but is subject to challenge at the hearing;

ii. After July 1, 2023, evidence of registration with the Rent Adjustment Program as required by O.M.C. 8.22.510 for each affected covered unit in the building prior to the petition or response being filed;

d. A substantially completed petition or response on the form prescribed by the Rent Adjustment Program, signed under oath;

e. Organized documentation clearly showing the Rent increase justification and detailing the calculations to which the documentation pertains. Copies of documents should be submitted rather than originals. All documents submitted to the Rent Adjustment Program become permanent additions to the file; and

f. Proof of service by first-class mail or in person of the owner petition or response and any supporting documents on the tenants of all units affected by the petition. Supporting documents that exceed twenty-five (25) pages are exempt from the service requirement, provided that: (1) the owner petition form must be served by first-class mail or in person; (2) the petition or attachment to the petition must indicate that additional documents are or will be available at the Rent Adjustment Program; and (3) the owner must provide a paper copy of supporting documents to the tenant or the tenant's representative within ten (10) days if a tenant requests a paper copy in the tenant's response.

2. Primary tenant responses to subtenant petitions described by Regulation 8.22.025 are not subject to the Owner response requirements in this section.

#### **D. Time of Hearing and Decision**

1. The time frames for hearings and decisions set out below are repeated from OMC 8.22.110 D.

2. The Hearing Officer shall have the goal of hearing the matter within sixty (60) days of the original petition's filing date.

3. The Hearing Officer shall have a goal of rendering a decision within sixty (60) days after the conclusion of the hearing or the close of the record, whichever is later.

#### **E. Designation of Representative**

Parties have the right to be represented by the person of their choice. A Representative does not have to be a licensed attorney. Representatives must be designated in writing by the party. Notices and correspondence from the Rent Adjustment Program will be sent to representatives as well as parties so long as a written Designation of Representative has been received by the Rent Adjustment Program at least ten (10) days prior to the mailing of the notice or



correspondence. Parties are encouraged to designate their representatives at the time of filing their petition or response whenever possible.



## **8.22.100 MEDIATION OF RENT DISPUTES.**

### **A. Availability of Mediation**

Voluntary mediation of Rent disputes will be available to all parties participating in Rent adjustment proceedings after the filing of a petition and response. Mediation will only be conducted in those cases in which all parties agree in advance to an effort to mediate the dispute.

### **B. Procedures**

1. Parties who desire mediation shall have the choice between the use of Rent Adjustment Program Staff Hearing Officers acting as mediators or the selection of an outside mediator. Staff Hearing Officers shall be made available to conduct mediations free of charge. The Rent Adjustment Program will develop a list of available outside mediators for those who do not wish to have Staff Hearing Officers mediate rent disputes. 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.

2. The following rules apply to mediations conducted by Staff Hearing Officers and notices regarding the scheduling of a mediation session shall explain the following:

a. Participation in a mediation session is voluntary;

b. A request by any party for a hearing on the petition instead of the mediation session received prior to or during the scheduled mediation will be granted. Such a request will be immediately referred to the Rent Adjustment Program and a hearing on the petition will be scheduled;

c. Written notice of the mediation session shall be served on the parties by the Rent Adjustment Program in accordance with OMC 8.22.110.

d. It is the goal to have the mediation scheduled within the first 30 days after the response to the petition is filed.

e. Absence Of Parties. If either party fails to appear for a properly noticed mediation, the Hearing Officer will refer the matter to the Rent Adjustment Program for administrative review or hearing on the petition, whichever is appropriate.

~~i. If a petitioner fails to appear at a properly noticed mediation, the Hearing Officer may, in the Hearing Officer's discretion, dismiss the case.~~

~~ii. If a respondent fails to appear, the Hearing Officer will refer the matter to the Rent Adjustment Program for administrative review or hearing on the petition, whichever is appropriate.~~

3. The following rules apply to mediations conducted by outside mediators and notices regarding the scheduling of a mediation session shall explain the following:

a. Participation in a mediation session is voluntary;

b. The Rent Adjustment Program will not schedule the mediation; the parties will be responsible for scheduling the mediation between themselves and the mediator and for notifying the Rent Adjustment Program of the time and date for the mediation;

c. A request by any party for a hearing on the petition instead of the mediation session received prior to or during the scheduled mediation will be granted. Such a request will be immediately referred to the Rent Adjustment Program and an administrative hearing will be scheduled.

~~d. In the event that the responding either party fails to appear for the mediation session, the case will be referred back to the Rent Adjustment Program for administrative review and or hearing on the petition, whichever is appropriate.~~

~~d. In the event that the petitioning party fails to appear for the mediation session, the case will be referred back to the Rent Adjustment Program for administrative dismissal of the petition.~~

4. The Regulations regarding representation by an agent and translation apply to mediations.

5. If the parties fail to settle the rent dispute through the mediation process after a good faith effort, a hearing on the petition will be scheduled on a priority basis with a Staff Hearing Officer. If the mediation was conducted by a Staff Hearing Officer, the hearing on the petition will be conducted by a different Hearing Officer.

6. If the parties reach an agreement during the mediation, a written mediation agreement will be prepared immediately by the mediator and signed by the parties at the conclusion of the mediation. To the extent possible, mediation agreements shall be self-enforcing. The Hearing Officer will issue an order corresponding to the mediated agreement and signed by the parties that either dismisses the petition or grants the petition according to terms set out in the mediation agreement.

7. A settlement agreement reached by the parties will become a part of the record of the proceedings on the petition unless the parties otherwise agree.

8. The parties cannot agree to grant an Owner a permanent exemption of for dwelling unit. Permanent exemption claims must be decided by a Hearing Officer after a hearing on the evidence.

### **C. Postponements of Mediations Before Hearing Officers**

1. A Hearing Officer or designated Staff member may grant a postponement of the mediation only for good cause shown and in the interests of justice. A party may be granted only one postponement for good cause, unless the party shows extraordinary circumstances.

2. "Good cause" includes but is not limited to:

a. Verified illness of a party an attorney or other authorized representative of a party or

material witness of the party;

b. Verified travel plans scheduled before the receipt of notice of hearing;

c. Any other reason that makes it impractical to appear at the scheduled mediation date due to unforeseen circumstances or verified prearranged plans that cannot be changed. Mere inconvenience or difficulty in appearing shall not constitute "good cause".

3. A request for a postponement of a mediation must be made in writing at the earliest date possible after receipt of the notice of mediation with supporting documentation attached.

4. Parties may mutually agree to a postponement at any time. When the parties have agreed to a postponement, the Rent Adjustment Program office must be notified in writing at the earliest date possible prior to the date set for the mediation.

## **8.22.110 HEARING PROCEDURE.**

### **A. Postponements**

1. A Hearing Officer or designated Staff member may grant a postponement of the hearing only for good cause shown and in the interests of justice. A party may be granted only one postponement for good cause, unless the party shows extraordinary circumstances.
2. "Good cause" includes but is not limited to: a. Verified illness of a party an attorney or other authorized representative of a party or material witness of the party; b. Verified travel plans scheduled before the receipt of notice of hearing; c. Any other reason that makes it impractical to appear at the scheduled date due to unforeseen circumstances or verified prearranged plans that cannot be changed. Mere inconvenience or difficulty in appearing shall not constitute "good cause".
3. A request for a postponement of a hearing must be made in writing at the earliest date possible after receipt of the notice of hearing with supporting documentation attached.
4. Parties may mutually agree to a postponement at any time. When the parties have agreed to a postponement, the Rent Adjustment Program office must be notified in writing at the earliest date possible prior to the date set for the hearing.

### **B. Absence Of Parties**

1. If a petitioner fails to appear at a properly noticed hearing, the Hearing Officer may, in the Hearing Officer's discretion, dismiss the case, subject to the petitioner showing good cause for the failure to appear.
  - a. Any excuse for failing to appear, along with supporting documentation, must be submitted to the Hearing Officer within ten (10) days of service of the hearing decision.
  - b. The Hearing Officer will determine if the excuse represents a prima facie case of good cause based on the standards for failing to appear at a hearing and any Board decisions interpreting good cause for failure to appear.
  - c. If the Hearing Officer determines that the application represents a prima facie case of good cause, the Hearing Officer may schedule a new hearing on good cause and on the petition.
  - d. If the petitioner submits a timely application under subsection (a), the time to appeal the Hearing Decision is extended until fifteen (15) days after service of the Hearing Officer's decision denying good cause for failure to appear.

2. If a respondent fails to appear, the Hearing Officer may rule against the respondent, or proceed to a hearing on the evidence.

### **C. Record Of Proceedings**

1. All proceedings before a Hearing Officer or the Rent Board, except mediation sessions, shall

be recorded by tape or other mechanical means. A party may order a duplicate or transcript of the tape recording of any hearing provided that the party ordering the duplicate or transcript pays for the expense of duplicating or transcribing the tape.

2. Any party desiring to employ a court reporter to create a record of a proceeding, except a mediation session, is free to do so at their own expense, provided that the opportunity to obtain copies of any transcript are offered to the Rent Adjustment Program and to the opposing party.

#### **D. Translation**

Translation services for documents, procedures, hearings and mediations in languages other than English pursuant to the Equal Access to Services ordinance (O.M.C. Chapter 2.3) shall be made available to persons requesting such services subject to the City's ability to provide such services. In the event that the City is unable to provide such services, petitioners and respondents who do not speak or are not comfortable with English must provide their own translators. The translators will be required to take an oath that they are fluent in both English and the relevant foreign language and that they will fully and to the best of their ability translate the proceedings.

#### **E. Conduct Of Hearings Before Hearing Officers**

1. Each party, attorney, other representative of a party or witness appearing at the hearing shall complete a written Notice of Appearance and oath, as appropriate, that will be submitted to the Hearing Officer at the commencement of the hearing. All Notices of Appearance shall become part of the record.

2. All oral testimony must be given under oath or affirmation to be admissible.

3. Each party shall have these rights:

a. To call and examine witnesses;

b. To introduce exhibits, provided that the party provides the exhibits to the Rent Adjustment Program and serves copies to the other party not less than seven (7) days before the hearing;

c. To cross-examine opposing witnesses on any matter relevant to the issues even if that issue was not raised on direct examination;

d. To impeach any witness regardless of which party called first called him or her to testify;

e. To rebut the evidence against him or her;

f. To cross-examine an opposing party or their agent even if that party did not testify on his or her own behalf or on behalf of their principal

g. A party who fails to file a response to a petition is prohibited from calling or examining witnesses or introducing oral or written evidence and is limited to cross-examination, unless the

party has good cause for failing to file a response.

4. Unless otherwise specified in these Regulations or OMC Chapter 8.22, the rules of evidence applicable to administrative hearings contained in the California Administrative Procedures Act (California Government Code Section 11513) shall apply.

#### **F. Decisions Of The Hearing Officer**

1. The Hearing Officer shall make written findings of fact and issue a written decision on petitions filed.

2. If an increase in Rent is granted, the Hearing Officer shall state the amount of increase that is justified, and the effective date of the increase.

3. If a decrease in Rent is granted, the Hearing Officer shall state when the decrease commenced, the nature of the service decrease, the value of the decrease in services, and the amount to which the rent may be increased when the service is restored. When the service is restored, any Rent increase based on the restoration of service may only be taken following a valid change of terms of tenancy notice pursuant to California Civil Code Section 827. A Rent increase for restoration of decreased Housing Services is not considered a Rent increase for purposes of the limitation on one Rent increase in twelve (12) months pursuant to OMC 8.22.070 A. (One Rent Increase Each Twelve Months).

4. The Hearing Officer may order Rent adjustment for overpayments or underpayments over a period of months, however, such adjustments shall not span more than a twelve (12) month period, unless longer period is warranted for extraordinary circumstances. The following is a schedule of adjustments for underpayment and overpayments that Hearing Officers must follow unless the parties otherwise agree or good cause is shown:

a. If the underpayment or overpayment is 25% of the Rent or less, the Rent will be adjusted over 3 months;

b. If the underpayment or overpayment is 50% of the Rent or less, the Rent will be adjusted over 6 months;

c. If the underpayment or overpayment is 75% of the Rent or less, the Rent will be adjusted over 9 months;

d. If the underpayment or overpayment is 100% of the Rent or more, the Rent will be adjusted over 12 months.

5. For Rent overpayments based on an Owner's failure to reduce Rent after the expiration of the amortization period for a Capital Improvement, the decision shall also include a calculation of any interest that may be due pursuant to Reg. 8.22.070.C.1.a(5) 10-2.5 (see Appendix A).

6. If the Landlord has petitioned for multiple capital improvements covering the same unit or building, the Hearing Officer may consolidate the capital improvements into a single amortization period and, in the Hearing Officer's discretion, determine the length for that

amortization period in the Decision.

**G. Administrative Decisions**

For rent increase petitions based on one or more additional occupants, if there is no genuine dispute regarding any material fact, the petition may be decided as a matter of law, and the tenant waives their right to a hearing in writing on a form provided by the Rent Adjustment Program, the Hearing Officer shall issue a decision without a hearing.



**8.22.120 APPEALS.**

**A. Statement of Grounds for Appeal and Supporting Documentation**

1. A party who appeals a decision of a Hearing Officer or administrative decision must clearly state the grounds for the appeal on the appeal form or an attachment. The grounds for appeal must be stated sufficiently clearly for the responding party, and the Board to reasonably determine the basis for the appeal so that the responding party can adequately respond and the Board can adequately adjudicate the appeal.
2. A party who files an appeal must file any supporting argument and documentation and serve it on the opposing party within fifteen (15) days of filing the appeal along with a proof of service on the opposition party.
3. A party responding to an appeal must file any response to the appeal and any supporting documentation and serve it on the opposing party within fifteen (15) days of the service of the supporting documentation along with a proof of service on the opposing party.
4. Any argument and supporting documentation may not be any more than twenty-five (25) pages. Arguments must be legible and double-spaced if typed. Any submissions not conforming to these requirements may be rejected by Staff. Staff may limit the pages for argument and supporting documentation submitted in consolidated cases.
5. Staff, in its discretion, may modify or waive the above requirements for good cause. The good cause must be provided in writing by the party seeking a waiver or modification.

**B. Grounds for Appeal**

The grounds on which a party may appeal a decision of a Hearing Officer include, but are not limited to, the following:

1. The decision is inconsistent with OMC Chapter 8.22, the Regulations, or prior decisions of the Board;
2. The decision is inconsistent with decisions issued by other Hearing Officers;
3. The decision raises a new policy issue that has not previously been decided by the Board;
4. The decision violates federal, state, or local law;
5. The decision is not supported by substantial evidence. Where a party claims the decision is not supported by substantial evidence, the party making this claim has the burden to ensure that sufficient record is before the Board to enable the Board to evaluate the party's claim;
6. The Hearing Officer made a procedural error that denied the party sufficient opportunity to adequately present his or her claim or to respond to the opposing party; or
7. The decision denies the Owner a fair return.

a. This appeal ground may only be used by an Owner when his or her underlying petition for approval of a rent increase was based on a fair return claim.

b. Where an Owner claims the decision denies a fair return, the Owner must specifically state on the appeal form the basis for the claim, including any calculations, and the legal basis for the claim.

### **C. Postponements**

1. The Board or Staff may grant a postponement of the appeal hearing only for good cause shown and in the interests of justice. A party may be granted only one postponement for good cause, unless the party shows extraordinary circumstances.

2. "Good cause" shall include but is not limited to:

a. Verified illness of a party an attorney or other authorized representative of a party or material witness of the party;

b. Verified travel plans scheduled before the receipt of notice of hearing;

c. Any other reason that makes it impractical to appear at the scheduled date due to unforeseen circumstances or verified prearranged plans that cannot be changed. Mere inconvenience or difficulty in appearing shall not constitute "good cause".

3. A request for a postponement of an appeal hearing must be made in writing at the earliest date possible after receipt of the notice of appeal hearing with supporting documentation attached.

4. Parties may mutually agree to a postponement at any time. When the parties have agreed to a postponement, the Rent Adjustment Program office must be notified in writing at the earliest date possible prior to the date for the appeal hearing.

### **D. Procedures at Appeal Hearings**

1. It is the Board's or Appeal Panel's goal to hear three (3) appeals per meeting.

2. Unless the Board or Appeal Panel votes otherwise, or the Appeal Body Chair establishes an alternate time limit prior to the first appeal being heard by the Appeal Body, each party will have ~~fifteen (15)~~ six (6) minutes to present argument on or in opposition to the appeal. This time includes opening argument and any response.

3. Whenever the Board or Appeal Panel considers an appeal at more than one meeting, any Board member not present at a prior hearing must listen to a tape of the prior hearing in order to participate at a subsequent hearing.

4. Only those grounds presented in the written appeal may be argued before the Board or the Appeal Panel.

### **E. Record Of Proceedings**

1. All proceedings before the Rent Board shall be recorded by tape or other mechanical means. A party may order a duplicate or transcript of the tape recording of any appeal hearing provided that the party ordering the duplicate or transcript pays for the expense of duplicating or transcribing the tape.
2. Any party desiring to employ a court reporter to create a record of a proceeding, except a mediation session, is free to do so at their own expense, provided that the opportunity to obtain copies of any transcript are offered to the Rent Adjustment Program and to the opposing party.

#### **F. Evidentiary Hearings**

1. As a general rule, the Board and Appeal Panels should not conduct evidentiary hearings. When the Board or Appeal Panel determines that additional evidence or reconsideration of evidence is necessary, the Board or Appeal Panel should remand the matter back to a Hearing Officer for consideration of evidence.
2. The Board or Appeal Panel should only consider evidence when the evidence is limited in scope and resolution of the matter is more efficient than having it remanded to a Hearing Officer for consideration of the evidence.
3. In order for new evidence to be considered, the party offering the new evidence must show that the new evidence could not have been available at the Hearing Officer proceedings.
4. If the Board or Appeal Panel deems an evidentiary hearing necessary, the appeal will be continued and the Board will issue a written order setting forth the issues on which the parties may present evidence.
5. The parties must file any new documentary evidence with the Board or Appeal Panel and also serve it the opposing party not more than ten (10) days after notice is given that a date has been set for the evidentiary appeal hearing.
  - a. Parties must also file with the Rent Program proofs of service of the evidence on the opposing party.
  - b. Failure to file the evidence and the proofs of service may result in the evidence not being considered by the Board or Appeal Panel.
6. When the Board or Appeal Panel conducts an evidentiary hearing, the same rules will apply as to hearings before Hearing Officers.

#### **G. Appeal Decisions**

1. **Vote Required.** Provided a quorum of the Board is present, or all three Appeal Panel members if a matter is being heard by an Appeal Panel, a majority vote of the Board members present is required to overturn or modify a Hearing Officer's decision. A tie vote upholds the Hearing Officer's decision. If no Board member makes a motion to uphold, reverse, or modify the Hearing Officer's decision on appeal or no motion receives a second, the appeal is deemed denied without comment.

2. Vote at Close of Appeal Hearing. Unless the Board or Appeal Panel votes otherwise, it shall vote on each appeal at the close of the appeal. The motion should include the reasons for the decisions so that the reasons can be set forth in a written decision.

a. Form of Decision. An appeal decision must be in writing and include findings and conclusions.

b. Time for Written Decision. The Board has the goal of issuing a written decision within thirty (30) days of the close of the appeal hearing.

c. Final decision.

i. Written appeal decisions are drafted by Staff, reviewed by the City Attorney, signed by staff as the Board's designee, and served on the parties.

ii. In any individual matter, however, the Board or Appeal Panel may vote to require that a decision first come to the full Board or full Appeal Panel or to the Board or Appeal Panel Chair for final approval and signature of that Chair. A decision is not final until signed by Staff or the Board or Appeal Panel Chair and served on the parties.

d. In its decision, the Board is authorized to designate a schedule for refunds or repayments consistent with Reg. 8.22.110 F.4 in cases where its decision results in under- or over-payments by a party; alternatively, the Board may remand to the Hearing Officer for purposes of devising a refund or repayment plan.

e. Staff shall serve decisions on the parties.

## **H. Dismissal of Appeal**

1. Untimely appeal filing.

a. Staff may dismiss an appeal that is not timely filed.

b. Within ten (10) days following Staff's notice of the dismissal, the party filing the late appeal may submit a written statement explaining any good cause for the late filing.

c. If the good cause appears within the guidelines for acceptable good cause set out in Rent Board decisions, Staff may reinstate the appeal or set a hearing before the Board on whether there is good cause for the late appeal.

d. If the good cause does not appear within the acceptable good cause parameters, Staff may reject the good cause and affirm the appeal dismissal.

2. Failing to adequately state grounds for appeal.

a. If Staff determines that an appeal fails to adequately state the grounds for appeal, Staff will send a deficiency notice to the appellant notifying the appellant of the deficiency and giving the appellant ten (10) days to correct the deficiency.

b. If the appellant fails to respond to the deficiency notice or fails to correct the deficiency in the response, Staff may dismiss the appeal, or ask the Rent Board to determine the adequacy of the appeal.

### **I. Failure to Appear**

1. Appellant. If an appellant fails to appear at an appeal hearing, the Board or Appeal Panel will decide the appeal on the record as submitted~~consider the appeal dropped and will issue a decision dismissing the appeal, subject to the appellant showing good cause for the failure to appear.~~

a. ~~Any excuse for failing to appear, along with supporting documentation, must be submitted to Staff with ten (10) days of the date of the service of the appeal decision.~~

b. ~~Staff will, in the first instance determine if the excuse represents a prima facie case of good cause based on the standards for failing to appear at a hearing and any Board decisions interpreting good cause for failure to appear.~~

e. ~~If a prima facie case of good cause is shown, Staff will schedule an appeal hearing on whether the Board or Appeal Panel accepts the good cause.~~

2. Responding party. If the responding party fails to appear, the Board or Appeal Panel must still hear and decide the appeal.

**Appendix A**

Deleted [Contents moved to Section 8.22.070.]

**FURTHER RESOLVED:** That the Rent Board authorizes the Chair or the Chair’s designee to speak in support of the resolution on behalf of the Board at City Council or Committee meetings.

APPROVED BY THE FOLLOWING VOTE

AYES: HUDSON, NICKENS, OSHINUGA, TORRES, VIRAMONTES, WILLIAMS AND  
CHAIRPERSON INGRAM

NOES:

ABSENT:

ABSTENTION:

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

ATTEST \_\_\_\_\_  
BRIANA LAWRENCE-MCGOWAN  
Rent Adjustment Program, Housing  
& Community Development  
Department

## CHRONOLOGICAL CASE REPORT

Case No.: T22-0124

Case Name: Benafield v. Equity Avg., LLC

Property Address: 341 Somerset Road, Oakland, CA

Parties: Kevin Benafield (Tenant)  
Lisa Souriya (Tenant Representative)  
Equity Avg., LLC (Owner)  
Steve Bach, Bayview Real Estate Svc., Inc. (Manager)  
Andrew Catterall (Owner Representative)

### OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	July 20, 2022
Property Owner Response filed	August 23, 2022
Tenant Exhibits submitted	August 27, 2022
Tenant Exhibits submitted	October 3, 2022
Hearing Dates	October 11 & 24, 2022
Hearing Decision mailed	January 12, 2023
Property Owner Appeal filed	February 1, 2023



City of Oakland Rent Adjustment Program  
250 Frank H. Ogawa Plaza, Suite 5313  
Oakland, CA 94612  
(510) 238-3721

**TENANT PETITION**

**RECEIVED**

**Property Address:** 341 SOMERSET RD  
**Case:** Petition: 16147  
**Date Filed:** 07-20-2022

*T22-0124*  
*BB/BL*

JUL 20 2022

*10/11*

RENT ADJUSTMENT PROGRAM  
OAKLAND

Party	Name	Address	Mailing Address
Owner	Equity Avg., LLC	16521 Academia Drive Encino, CA 91436	16521 Academia Drive (415) 710-3228 Encino, 91436
Manager	Steve Bach Bayview Real Estate Svc., Inc.	388-12th Ave. San Francisco, 94118	388-12th Ave. (415) 710-3228 San Francisco, 94118 sbach1234@aol.com
Tenant	Kevin Benafield	341 Somerset Road Oakland, CA 94611	(510) 856-7701 LTSouriya@gmail.com

**Number of units on the property** 4

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

**Are you current on your rent?** Yes

**If you are not current on your rent, please explain. (If you are legally withholding rent state what, if any, habitability violations exist in your unit.)**





City of Oakland Rent Adjustment Program  
250 Frank H. Ogawa Plaza, Suite 5313  
Oakland, CA 94612  
(510) 238-3721

**TENANT PETITION**

**Grounds for Petition**

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**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:**

I received a rent increase above the allowable amount.

I received a rent increase that I believe is unlawful because I was not given proper notice, was not properly served, and/or was not provided with the required RAP Notice ("Notice to Tenants of the Residential Rent Adjustment Program").

The property owner is providing me with fewer housing services than I previously received and/or I am being charged for services originally paid for by the owner. (Check this box for petitions based on bad conditions/failure to repair.)

I wish to contest an exemption from the Rent Adjustment Ordinance because the exemption was based on fraud or mistake.

The initial rent amount when I first moved in was unlawful because the property owner was not permitted to set the initial rent without limitation. O.M.C. § 8.22.080 (C).

000049



**City of Oakland Rent Adjustment Program**  
250 Frank H. Ogawa Plaza, Suite 5313  
Oakland, CA 94612  
(510) 238-3721

**TENANT PETITION**

**Rental History**

<b>Date you moved into the Unit</b>	3/8/2013
<b>Initial Rent</b>	\$ 1,200.00 /month
<b>Current Rent</b>	\$ 1,456.89 /month
<b>Is your rent subsidized or controlled by any government agency, including HUD (Section 8)?</b>	No
<b>When, if ever, did the property owner first provide you the City form, NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM ('RAP Notice')?</b>	I was never provided with the RAP Notice.
<b>List the case numbers of any relevant prior Rent Adjustment case(s):</b>	



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**TENANT PETITION**

**List all rent increases that you want to challenge.**

<b>Date you received the notice</b>	03-22-2022
<b>Date increase goes into effect</b>	03-22-2022
<b>Monthly rent increase From</b>	\$ 1,429.00
<b>Monthly rent increase To</b>	\$ 1,753.00
<b>Are you Contesting this Increase in this Petition? *</b>	No
<b>Did You Receive a Rent Program Notice With the Notice Of Increase?</b>	No

*\* You have 90 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 did not receive a RAP Notice with the rent increase you are contesting but have received it in the past, you have 120 days to file a petition. (O.M.C. 8.22.090 A 3)*

**List case number(s) of all Petition(s) you have ever filed for this rental unit and all other relevant Petitions:**

000051



**TENANT PETITION**

**Description of Decreased or Inadequate Housing Services**

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Decreased or inadequate housing services are considered an increase in rent. If you claim an unlawful rent increase for problems in your unit, or because the owner has taken away a housing service, you must complete this section.

**Loss of Service**

**Date Loss Began** 10-09-2018

**Date Owner Was Notified of Loss**

**Estimated Loss**

**Reduced Service Description**

No maintenance on exterior lights

**Loss of Service**

**Date Loss Began** 10-09-2018

**Date Owner Was Notified of Loss**

**Estimated Loss**

**Reduced Service Description**

No maintenance on rain gutter

**Loss of Service**

**Date Loss Began** 10-09-2018

**Date Owner Was Notified of Loss**

**Estimated Loss**

**Reduced Service Description**

Tenant installed security lights and locks for security purposes due to frequent burglaries, e.g. auto theft and apartment invasion

**Loss of Service**

**Date Loss Began** 10-09-2018

**Date Owner Was Notified of Loss**

**Estimated Loss**

**Reduced Service Description**

Discontinued weekly landscaping services

**Loss of Service**

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**TENANT PETITION**

**Date Loss Began** 10-09-2018

**Date Owner Was Notified of Loss**

**Estimated Loss**

**Reduced Service Description**

Discontinued quarterly pest control

**Loss of Service**

**Date Loss Began** 03-01-2022

**Date Owner Was Notified of Loss**

**Estimated Loss**

**Reduced Service Description**

No hot water for washer in laundry room

**Loss of Service**

**Date Loss Began** 03-22-2022

**Date Owner Was Notified of Loss**

**Estimated Loss** 1753.32

**Reduced Service Description**

Back billing of garbage bill

**Loss of Service**

**Date Loss Began** 05-18-2022

**Date Owner Was Notified of Loss**

**Estimated Loss**

**Reduced Service Description**

Only a partial repair to sewer line

**Loss of Service**

**Date Loss Began** 05-09-2022

**Date Owner Was Notified of Loss** 05-09-2022

**Estimated Loss** 221.9

**Reduced Service Description**

Owner still owes balance on water bill due to leak.



**City of Oakland Rent Adjustment Program**  
**250 Frank H. Ogawa Plaza, Suite 5313**  
**Oakland, CA 94612**  
**(510) 238-3721**

**TENANT PETITION**

**Mediation**

Mediation is an optional process offered by the Rent Adjustment Program to assist parties in settling the issues related to their Rent Adjustment case as an alternative to the formal hearing process. The purpose of mediation is to find a mutual agreement that satisfies both parties. A trained third party will discuss the issues with both sides, look at relative strengths and weaknesses of each position, and consider both parties' needs in the situation. If a settlement is reached, the parties will sign a binding agreement and there will not be a formal hearing process. If no settlement is reached, the case will go to a formal hearing with a Rent Adjustment Hearing Officer, who will then issue a hearing decision.

Mediation will only be scheduled if both parties agree to mediate. Sign below if you want to request mediation for your case.

**I/We agree to have my/our case mediated by a Rent Adjustment Program staff mediator.** No

**Consent to Electronic Service**

Check the box below if you agree to have RAP staff send you documents related to your case electronically. If all parties agree to electronic service, the RAP will only send documents electronically and not by first class mail.

**I/We consent to receiving notices and documents in this matter electronically at the email address(es) provided in this petition.** Yes

**Interpretation Services**

If English is not your primary language, you have the right to an interpreter in your primary language at the Rent Adjustment hearing and mediation session. You can request an interpreter by completing this section.

**I request an interpreter fluent in the following language at my Rent Adjustment proceeding:** No



City of Oakland Rent Adjustment Program  
250 Frank H. Ogawa Plaza, Suite 5313  
Oakland, CA 94612  
(510) 238-3721

**TENANT PETITION**

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

*Lisa Souriya*

7/20/2022

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

000055



City of Oakland Rent Adjustment Program  
250 Frank H. Ogawa Plaza, Suite 5313  
Oakland, CA 94612  
(510) 238-3721

# PROOF OF SERVICE

TENANT PETITION

✘ *And additional documents uploaded with the Petition*


**Electronic Petition number: 16147**

**City of Oakland Rent Adjust Program**

**Date Printed: 07-20-2022**

**000056**



 CITY OF OAKLAND	City of Oakland Rent Adjustment Program 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721
--	--

# PROOF OF SERVICE

TENANT PETITION

**\* And additional documents uploaded with the Petition**

**Electronic Petition number: 16147**

**Addressee:** Steve Bach, Bayview Real Estate Svc., Inc.  
 388-12th Ave.  
 San Francisco CA 94118

**Lisa Souriya**

**07-20-2022**

*Lisa Souriya & Kevin Benafield*

SIGNATURE OF PETITIONER OR  
DESIGNATED REPRESENTATIVE

DATE: 07/20/2022

**City of Oakland Rent Adjust Program**

**Date Printed: 07-20-2022**

**000057**




City of Oakland Rent Adjustment Program  
250 Frank H. Ogawa Plaza, Suite 5313  
Oakland, CA 94612  
(510) 238-3721

## PROOF OF SERVICE

*TENANT PETITION*

✘ *And additional documents uploaded with the Petition*

**Electronic Petition number: 16147**

 CITY OF OAKLAND	City of Oakland Rent Adjustment Program 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721
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# PROOF OF SERVICE

TENANT PETITION

**✘ And additional documents uploaded with the Petition**

**Electronic Petition number: 16147**

**Addressee:** Steve Bach, Bayview Real Estate Svc., Inc.  
 388-12th Ave.  
 San Francisco CA 94118

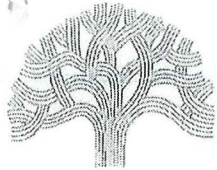
**Lisa Souriya**

**07-20-2022**

*Lisa Souriya & Kevin Benafield*

SIGNATURE OF PETITIONER OR  
DESIGNATED REPRESENTATIVE

DATE: 07/20/2022



CITY OF OAKLAND

CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM

250 Frank H. Ogawa Plaza, Suite 5313  
Oakland, CA 94612-0243  
(510) 238-3721  
CA Relay Service 711  
www.oaklandca.gov/RAP

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AUG 23 2022

RENT ADJUSTMENT PROGRAM  
CASE OAKLAND 16147

PROPERTY OWNER RESPONSE  
TO TENANT PETITION

T22-0124  
BB/BL

Please fill out this form as completely as you can. Use this form to respond to the Tenant Petition you received. By completing this response form and submitting it in the required time for filing, you will be able to participate in the hearing. Failure to provide the required information may result in your response being rejected or delayed. See "Important Information Regarding Filing Your Response" on the last page of this packet for more information, including filing instructions and how to contact the Rent Adjustment Program ("RAP") with questions. Additional information is also available on the RAP website. CONTACT A HOUSING COUNSELOR TO REVIEW YOUR RESPONSE BEFORE SUBMITTING. To make an appointment email RAP@oaklandca.gov.

<b>Rental Unit Information</b>	
341 Street Number	SOMERSET Street Name
341 Unit Number	Oakland, CA 94611 Zip Code
Is there more than one street address on the parcel? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, list all addresses: 341, 343, 345, 347	
Type of unit(s) (check one): <input type="checkbox"/> Single family home <input type="checkbox"/> Condominium <input checked="" type="checkbox"/> Apartment, room, or live-work	Number of units on property: 4 Date acquired property: 10-09-2018
Case number(s) of any relevant prior Rent Adjustment case(s): NONE	
<b>Tenant Information</b>	
Name of Tenant Petitioner(s): KEVIN BENEFIELD	
Date tenant(s) moved into rental unit: 03/07/2013	Initial rent amount: \$1,200
Is/are tenant(s) current on rent? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>Property Owner Information</b>	
First Name: _____ Last Name: _____	
Company/LLC/LP (if applicable): EQUITY AVG, LLC	
Mailing address: 388-12TH AVE; S.F., CA 94118	
Primary Telephone: 415-710-3228	Other Telephone: _____ Email: SBACH1234@AOL.COM
<b>Property Owner Representative</b> (Check one): <input type="checkbox"/> No Representative <input type="checkbox"/> Attorney <input checked="" type="checkbox"/> Non-attorney	
STEVE First Name	BACH Last Name
Firm/Organization (if any): _____	
Mailing Address: 388-12TH AVE.; S.F., CA 94118	
Phone Number: 415-710-3228	Email: SBACH1234@AOL.COM

## GENERAL FILING REQUIREMENTS

To file a Response to a Tenant Petition, the property owner must be current on the following requirements and submit supporting documentation of compliance. Property Owner Responses that are submitted without proof of compliance with the below requirements will be considered incomplete and may limit your participation in the hearing.

Requirement	Documentation
<input checked="" type="checkbox"/> Current Oakland business license	Attach proof of payment of your most recent Oakland business license.
<input checked="" type="checkbox"/> Payment of Rent Adjustment Program service fee ("RAP Fee")	Attach proof of payment of the current year's RAP Fee for the subject property.
<input checked="" type="checkbox"/> Service of the required City form entitled "NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM" ("RAP Notice") on all tenants	Attach a signed and dated copy of the <u>first</u> RAP Notice provided to the petitioning tenant(s) or check the appropriate box below. <input type="checkbox"/> I first provided tenant(s) with the RAP Notice on (date): _____ <input checked="" type="checkbox"/> I have never provided a RAP Notice. <input type="checkbox"/> I do not know if a RAP Notice was ever provided.

## PROPERTY OWNER CLAIM OF EXEMPTION

If you believe that the subject property is exempt from the Rent Adjustment Ordinance (pursuant to O.M.C. § 8.22.030), check each box below that is the claimed basis of exemption. Attach supporting documentation together with your response form. If you do not claim any exemption, proceed to the "Response to Tenant Petition" section on the following page.

- The unit is a single-family residence or condominium exempted by the Costa Hawkins Rental Housing Act (Civil Code 1954.50, et seq.). *If claiming this exemption, you must answer the following questions. Attach a separate sheet if necessary.*
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. At the time the prior tenant vacated were there any outstanding violations of building housing, fire or safety codes in the unit or building?
  5. Is the unit separately alienable, meaning it can be sold separately from any other unit on the parcel?
  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. *(Attach documentation.)*
- The unit was newly constructed and issued a Certificate of Occupancy on or after January 1, 1983. *(Attach copy of Certificate of Occupancy.)*
- The unit is located in a motel, hotel, or rooming/boarding house, which the tenant petitioner has occupied for less than 30 days.
- The unit is in a building that was previously issued a certificate of exemption from RAP based on substantial rehabilitation. *(Attach copy of Certificate of Exemption.)*
- The unit is an accommodation in a hospital, convent, monastery, extended care facility, convalescent home, non-profit home for the aged, or dormitory owned and operated by an educational institution. *(Attach documentation.)*

# RESPONSE TO TENANT PETITION

Use the chart(s) below to respond to the grounds stated in the Tenant Petition. Enter your position on each claim in the appropriate section(s) below. You may attach any documents, photographs, or other tangible evidence that support your position together with your response form. If you need more space, attach additional copies of this page or state your response in a separate sheet attached to this form.

## A. Unlawful Rent Increase(s)

Complete this section if any of the grounds for the Tenant Petition fall under Category A on the Tenant Petition.

List all rent increases given within the past five years, starting with the most recent increase.

Date tenant given notice of rent increase:	Date rent increase went into effect:	Amount of increase:		Did you provide a RAP Notice with the notice of rent increase?		Reason for increase (CPI, banking, or other):
		FROM	TO	YES	NO	
(mm/dd/yy)	(mm/dd/yy)			<input type="checkbox"/>	<input type="checkbox"/>	
12-16-19	8/1/20	\$ 1,344.74	\$ 1,391.18	<input type="checkbox"/>	<input checked="" type="checkbox"/>	CPI
3-01-21	6/1/21	\$ 1,391.18	\$ 1,428.74	<input type="checkbox"/>	<input checked="" type="checkbox"/>	CPI
3-11-22	5/1/22	\$ 1,428.74	\$ 1,455.89	<input type="checkbox"/>	<input checked="" type="checkbox"/>	CPI
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	

If the Tenant Petition is based on either of the following grounds, state your response in the space below or in a separate sheet attached to this form.

Tenant Petition Grounds	Owner Response
(A2) Tenant did not receive proper notice, was not properly served, and/or was not provided with the required RAP form with rent increase(s).	Notice sent in timely manner
(A3) A government agency has cited the unit for serious health, safety, fire, or building code violations.	? UNKNOWN

## B. Decreased Housing Services

Complete this section if any of the grounds for the Tenant Petition fall under Category B on the Tenant Petition.

Tenant Petition Grounds	Owner Response
(B1) The owner is providing tenant(s) with fewer housing services and/or charging for services originally paid for by the owner.	FALSE
(B2) Tenant(s) is/are being unlawfully charged for utilities.	FALSE

## C. Other

Complete this section if any of the grounds for the Tenant Petition fall under Category C on the Tenant Petition.

Tenant Petition Grounds	Owner Response
(C1) Rent was not reduced after a prior rent increase period for capital improvements.	? NO CAPITAL IMPROVEMENT PASSTHROUGH
(C2) Owner exemption based on fraud or mistake.	? NO EXEMPTION
(C3) Tenant's initial rent amount was unlawful because owner was not permitted to set initial rent without limitation (O.M.C. § 8.22.080 (C)).	FALSE

**OWNER VERIFICATION**

*(Required)*

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

*[Handwritten Signature]*

Property Owner 1 Signature

*8-18-2022*

Date

Property Owner 2 Signature

Date

**CONSENT TO ELECTRONIC SERVICE**

*(Highly Recommended)*

Check the box below if you agree to have RAP staff send you documents related to your case electronically. If all parties agree to electronic service, the RAP will send certain documents only electronically and not by first class mail.



*I/We consent to receiving notices and documents in this matter electronically at the email address(es) provided in this response.*

**MEDIATION PROGRAM**

Mediation is an optional process offered by RAP to assist parties in settling the issues related to their Rent Adjustment case as an alternative to the formal hearing process. A trained third party will work with the parties prior to the hearing to see if a mutual agreement can be reached. If a settlement is reached, the parties will sign a binding agreement and there will not be a formal hearing. If no settlement is reached, the case will go to a formal hearing with a Rent Adjustment Hearing Officer, who will then issue a hearing decision.

Mediation will only be scheduled if both parties agree to mediate. Sign below if you agree to mediation in your case.

I agree to have the case mediated by a Rent Adjustment Program staff mediator.

*[Handwritten Signature]*

Property Owner Signature

*8-18-2022*

Date

**INTERPRETATION SERVICES**

If English is not your primary language, you have the right to an interpreter in your primary language/dialect at the Rent Adjustment hearing and mediation session. You can request an interpreter by completing this section.

I request an interpreter fluent in the following language at my Rent Adjustment proceeding:

- Spanish (Español)
- Cantonese (廣東話)
- Mandarin (普通话)
- Other: \_\_\_\_\_

**-END OF RESPONSE-**



CITY OF OAKLAND  
**RENT ADJUSTMENT PROGRAM**  
 250 Frank H. Ogawa Plaza, Suite 5313  
 Oakland, CA 94612-0243  
 (510) 238-3721  
 CA Relay Service 711  
[www.oaklandca.gov/RAP](http://www.oaklandca.gov/RAP)

## PROOF OF SERVICE

**NOTE: YOU ARE REQUIRED TO SERVE A COPY OF YOUR RESPONSE (PLUS ANY ATTACHMENTS) ON THE TENANT(S) PRIOR TO FILING YOUR RESPONSE WITH RAP.**

- 1) Use this *PROOF OF SERVICE* form to indicate the date and manner of service and the person(s) served.
- 2) Provide a completed copy of this *PROOF OF SERVICE* form to the person(s) being served together with the documents being served.
- 3) File a completed copy of this *PROOF OF SERVICE* form with RAP together with your Response. Your Response will not be considered complete until this form has been filed indicating that service has occurred.

On the following date: 08 / 19 / 2022 I served a copy of (check all that apply):

- PROPERTY OWNER RESPONSE TO TENANT PETITION** plus 17 attached pages (number of pages attached to Response not counting the Response form or *PROOF OF SERVICE*)
- Other: \_\_\_\_\_

by the following means (check one):

- United States Mail.** I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- Commercial Carrier.** I deposited the document(s) with a commercial carrier, using a service at least as expeditious as first-class mail, with all postage or charges fully prepaid, addressed to the person(s) listed below and at the address(es) below.
- Personal Service.** I personally delivered the document(s) to the person(s) at the address(es) listed below or I left the document(s) at the address(es) with some person not younger than 18 years of age.

**PERSON(S) SERVED:**

Name	KEVIN BENAFIELD
Address	341 SOMERSET RD
City, State, Zip	OAKLAND, CA 94611



Name	
Address	
City, State, Zip	

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

ERNEST O. BACH

PRINTED NAME

Ernest O. Bach

SIGNATURE

08/19/2021

DATE SIGNED

Read and received 1-23 pages

AR-7-2013 11:06 FROM:

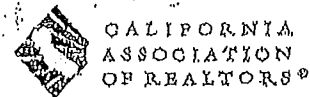
# (1)

TO: 15425312831

P. 1/10

DocuSigned by: Daniel Hakala

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RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (O.A.R. Form L.R., Revised 11/12)

Attention: Teri L. Lester Fax Number: (510) 531-2831

Date 03/05/2013 Albert Cinola, Myrtle, Florence Cinola, West Alisa Bourlyva, Kevin Bonnell (Landlord) and (Tenant) agree as follows

- 1. PROPERTY
  - A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 411, Sausalito Road, Oakland, CA 94612 (Premises)
  - B. The Premises are for the sole use as a personal residence by the following named person(s) only: Alisa Bourlyva, Kevin Bonnell
  - C. The following personal property, maintained pursuant to paragraph 11, is included: Book, stereo, stove, washer, dryer or (if checked) the personal property on the attached addendum.
  - D. The Premises may be subject to a local rent control ordinance.

- 2. TERM: The term begins on (date) March 7, 2013 ("Commencement Date"), (Check A or B)
  - A. Month-to-Month and continues as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Landlord may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
  - B. Lease and shall terminate on (date) November 29, 2014 at 11:59 AM  AM  PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Landlord and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by local rent control law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in paragraph 2A. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

- 3. RENT: "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of the Agreement, except security deposit.
  - A. Tenant agrees to pay \$ 3,200.00 per month for the term of the Agreement.
  - B. Rent is payable in advance on the 1st (or  ) day of each calendar month, and is delinquent on the next day.
  - C. If Commencement Date falls on any day other than the day Rent is payable under paragraph 3B, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated based on a 30-day period.
  - D. PAYMENT: Rent shall be paid by  personal check,  money order,  cashier's check, or  other (name) Wells and Bonnell Real Estate (phone) (925) 256-9720, to (address) 1481 Latham Blvd, Oakland, CA 94612 (or at any other location subsequently specified by Landlord in writing to Tenant) and  checked, rent may be paid personally, between the hours of 9:00am and 5:00pm on the following days Monday to Friday, Oakland office. If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: (i) Landlord may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by  money order, or  cashier's check.

- 4. SECURITY DEPOSIT
  - A. Tenant agrees to pay \$ 1,200.00 as a security deposit. Security deposit will be  transferred to and held by the Owner of the Premises, or  held in Owner's Broker's trust account.
  - B. All or any portion of the security deposit may be used, as reasonably necessary, for (i) cure Tenant's default in payment of Rent (which includes late charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appliances. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT. If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reimburse the total security deposit within five days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.6(g); and (2) return any remaining portion of the security deposit to Tenant.
  - C. Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.
  - D. No interest will be paid on security deposit unless required by local law.
  - E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, and Broker's authority is terminated before expiration of this Agreement, and security deposit is released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

5. MOVE-IN COSTS (REMOVED): Move-in costs shall be paid by  personal check,  money order, or  cashier's check. Wells and Bonnell Real Estate

Category	Total Due	Payment Received	Balance Due	Date Due
Rent from 03/07/2013 to 04/06/2013 (date)	\$3,200.00		\$3,200.00	03/01/2013
Security Deposit	\$1,200.00		\$1,200.00	03/05/2013
Other 4/7 to 4/30	\$800.00		\$800.00	04/01/2013
Other				
<b>Total</b>	<b>\$5,200.00</b>		<b>\$5,200.00</b>	

\*The maximum amount Landlord may receive as security deposit, however designated, cannot exceed two months' Rent for unfurnished premises, or three months' Rent for furnished premises.

Tenant's Initials (LS) (LJ)

Landlord's Initials (TCL) ( )

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Reviewed by Daniel



MAR-7-2013 11:06 FROM: [Redacted] EnvelopePDF.aspx

TO: 15105312831 P. 2/10

http://www.docuSign.com/EnvelopePDF.aspx?showDoc...

341 Bonanza Road, Oakland, CA 94612 Date: March 5, 2013

6. LATE CHARGES; RETURNED CHECKS:
A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 (or [ ] ) calendar days after the date due, or if a check is returned, Tenant shall pay to Landlord, respectively, an additional sum of \$ [ ] or 7.000 % of the Rent due as a Late Charge and \$25.00 as a NSF fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.
B. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 5 or prevent Landlord from exercising any other rights and remedies under this Agreement and as provided by law.

7. PARKING (Check A or B)
[X] A. Parking is permitted as follows: Garage parking/street parking
The right to parking [X] is [ ] is not included in the Rent charged pursuant to paragraph 3. If not included in the Rent, the parking rental fee shall be an additional \$ [ ] per month. Parking spaces are to be used for parking properly licensed and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work or storage of inoperable vehicles is not permitted in parking space(s) or elsewhere on the Premises.

OR [ ] B. Parking is not permitted on the Premises.
8. STORAGE (Check A or B)
[X] A. Storage is permitted as follows:
The right to separate storage space [ ] is not included in the Rent charged pursuant to paragraph 3. If not included in the Rent, storage space fee shall be an additional \$ [ ] per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances, except for Tenant's personal property, contained entirely within the Premises, storage is not permitted on the Premises.

OR [ ] B. Storage is not permitted on the Premises.
9. UTILITIES: Tenant agrees to pay for all utilities and service, and the following charges:
Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Landlord, of utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Landlord is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.

10. CONDITION OF PREMISES: Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke and carbon monoxide detector(s), (Check all that apply)
[ ] A. Tenant acknowledges these items are clean and in operable condition, with the following exceptions:
[X] B. Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MIMO).
[ ] C. (i) Landlord will deliver to Tenant a statement of condition (C.A.R. Form MIMO) [ ] within 3 days after execution of this Agreement; [ ] prior to the Commencement Date; [ ] within 3 days after the Commencement Date. (ii) Tenant shall complete and return the MIMO to Landlord within 3 (or [ ] ) days after delivery. Tenant's failure to return the MIMO within that time shall conclusively be deemed Tenant's Acknowledgment of the condition as stated in the MIMO.
[X] D. Tenant will provide Landlord a list of items that are damaged or not in operable condition within 3 (or [X] 72 ) days after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the Premises.
[ ] E. Other:

11. MAINTENANCE
A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for checking and maintaining all carbon monoxide and smoke detectors and any additional phone lines beyond the one line and jack that Landlord shall provide and maintain. Tenant shall immediately notify Landlord, in writing, of any problem, malfunction or damage. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or clogpages, unless caused by defective plumbing parts or tree roots invading sewer lines.
B. [X] Landlord [ ] Tenant shall water the garden, landscaping, trees and shrubs, except:
C. [ ] Landlord [ ] Tenant shall maintain the garden, landscaping, trees and shrubs, except:
D. [ ] Landlord [ ] Tenant shall maintain
E. Tenant's failure to maintain any item for which Tenant is responsible shall give Landlord the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.
F. The following items of personal property are included in the Premises without warranty and Landlord will not maintain, repair or replace them:

Tenant's Initials (LS) ( ) Landlord's Initials ( )
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LR REVISED 11/12 (PAGE 2 OF 8)
Reviewed by Date
RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 2 OF 8) 3/7/13 9:23 AM

MAR-7-2013 11:07 FROM:

TO: 15105312831

P. 3/10

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https://www.docuSign.net/number/EnvelopePDR.aspx?showdoc...

944 Homestead Road  
Premises 042 and 043

Date: March 5, 2013

12. NEIGHBORHOOD CONDITIONS: Tenant is advised to satisfy him or herself as to neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, amenities, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

13. PETS: Unless otherwise provided in California Civil Code § 642, no animal or pet shall be kept on or about the Premises without Landlord's prior written consent, except: None

14.  (If checked) NO SMOKING: No smoking of any substance is allowed on the Premises or common areas, if smoking does occur on the Premises or common areas, (i) Tenant is responsible for all damage caused by the smoking including, but not limited to, stains, burns, odors and removal of debris; (ii) Tenant is in breach of this Agreement; (iii) Tenant, guests, and all others may be required to leave the Premises; and (iv) Tenant acknowledges that in order to remove odor caused by smoking, Landlord may need to replace carpet and drapes and paint the entire premises regardless of when those items were last cleaned, replaced, or repainted. Such actions and other necessary steps will impact the return of any security deposit. The Premises or common areas may be subject to a local non-smoking ordinance.

15. RULES/REGULATIONS:  
A. Tenant agrees to comply with all Landlord rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.

B. (If applicable, check one)  
 1. Landlord shall provide Tenant with a copy of the rules and regulations within 10 days or 10 business days.  
OR  2. Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

16.  (If checked) CONDOMINIUM/ PLANNED UNIT DEVELOPMENT:

A. The Premises are a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is None. Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions ("HOA Rules"). Landlord shall provide Tenant copies of HOA Rules, if any. Tenant shall reimburse Landlord for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant.

B. (Check one)  
 1. Landlord shall provide Tenant with a copy of the HOA Rules within \_\_\_\_\_ days or  
OR  2. Tenant has been provided with, and acknowledges receipt of, a copy of the HOA Rules.

17. ALTERATIONS; REPAIRS: Unless otherwise specified by law or paragraph 20C, without Landlord's prior written consent, (i) Tenant shall not make any repairs, alterations or improvements in or about the Premises including painting, wallpapering, adding or changing locks, installing antenna or satellite dishes, placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; (ii) Landlord shall not be responsible for the costs of alterations or repairs made by Tenant; (iii) Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and (iv) any deduction made by Tenant shall be considered unpaid Rent.

18. KEYS; LOCKS:  
A. Tenant acknowledges receipt of (or Tenant will receive  prior to the Commencement Date, or  ) remote control device(s) for garage door/gate opener(s),  
 2 key(s) to Premises,  
 key(s) to mailbox,  
 key(s) to common area(s).

B. Tenant acknowledges that locks to the Premises  have,  have not, been re-keyed.  
C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Landlord. Tenant shall pay all costs and expenses related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

19. ENTRY:  
A. Tenant shall make Premises available to Landlord or Landlord's representative for the purpose of entering to make necessary or agreed repairs, (including, but not limited to, installing, repairing, testing, and maintaining smoke detectors and carbon monoxide devices, and bracing, anchoring or strapping water heaters), decorations, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors.  
B. Landlord and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows. 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice. Notice may be given orally to show the Premises to actual or prospective purchasers provided Tenant has been notified in writing within 120 days preceding the oral notice, that the Premises are for sale and that oral notice may be given to show the Premises. No notice is required: (i) to enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry; or (iii) if the Tenant has abandoned or surrendered the Premises. No written notice is required if Landlord and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement.  
C.  (If checked) Tenant authorizes the use of a key safe/lockbox to allow entry into the Premises and agree to sign a key safe/lockbox addendum (C.A.R. Form KLA).

20. SIGNS: Tenant authorizes Landlord to place FOR SALE/LEASE signs on the Premises.

21. ASSIGNMENT; SUBLETTING: Tenant shall not sublet all or any part of Premises, or assign or transfer this Agreement or any interest in it, without Landlord's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Landlord, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Landlord an application and credit information for Landlord's approval and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement.

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Landlord's Initials (C.L.)  
Reviewed by Chlo  
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341 Somersot Road  
Princeton, CA 94624 Date: March 6, 2013

- 22. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.
- 23.  **LEAD-BASED PAINT (if checked):** Premises were constructed prior to 1978. In accordance with federal law, Landlord gives and Tenant acknowledges receipt of the disclosures on the attached form (C.A.R. Form PLD) and a federally approved lead pamphlet.
- 24.  **MILITARY ORDNANCE DISCLOSURE:** (If applicable and known to Landlord) Premises are located within one mile of an area once used for military training, and may contain potentially explosive munitions.
- 25.  **PERIODIC PEST CONTROL:** Landlord has entered into a contract for periodic pest control (treatment of the Premises and shall give Tenant a copy of the notice originally given to Landlord by the pest control company).
- 26.  **METHAMPHETAMINE CONTAMINATION:** Prior to signing this Agreement, Landlord has given Tenant a notice that a health official has issued an order prohibiting occupancy of the property because of methamphetamine contamination. A copy of the notice and order are attached.
- 27. **MISDEANOR LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 200.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Landlord nor Broker, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)
- 28. **POSSESSION:**
  - A. Tenant is not in possession of the Premises, if Landlord is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Landlord is unable to deliver possession within 90 ( ) calendar days after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid. Possession is deemed terminated when Tenant has returned all keys to the Premises to Landlord.
  - B.  Tenant is already in possession of the Premises.
- 29. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:**
  - A. Upon termination of this Agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to Landlord, empty of all persons; (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises, as specified in paragraph C below, to Landlord in the same condition as referenced in paragraph 10; (v) remove all debris; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) ~~vacate the Premises immediately.~~
  - B. All alterations/improvements made by or caused to be made by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.
  - C. **Right to Pre-Move-Out Inspection and Repairs:** (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NTR), or before the end of a lease, Tenant has the right to request that an inspection of the Premises take place prior to termination of the lease or rental (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. (ii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and license and are approved by Landlord. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. If it is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. (iii) Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Landlord prior to termination. Paragraph 29C does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1181(2), (3) or (4).
- 30. **BREACH OF CONTRACT; EARLY TERMINATION:** In addition to any obligations established by paragraph 29, in the event of termination by Tenant prior to completion of the original term of the Agreement, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Landlord may withhold any such amounts from Tenant's security deposit.
- 31. **TEMPORARY RELOCATION:** Subject to local law, Tenant agrees, upon demand of Landlord, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood, destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.
- 32. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Landlord or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Landlord shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.
- 33. **INSURANCE:** Tenant's or guest's personal property and vehicles are not insured by Landlord, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage. Tenant shall comply with any requirement imposed on Tenant by Landlord's insurer to avoid: (i) an increase in Landlord's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance.
- 34. **WATERBEDS:** Tenant shall not use or have waterbeds on the Premises unless: (i) Tenant obtains a valid waterbed insurance policy; (ii) Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and (iii) the bed conforms to the floor load capacity of Premises.

Tenant's Initials (LS) ( )  
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Landlord's Initials ( ) ( )  
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341 Somerset Road  
Premises: Oakland, CA 94612 Date: March 5, 2013

35. WAIVER: The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.  
36. NOTICE: Notices may be served at the following address, or at any other location subsequently designated:  
Landlord: Valle and Bennett Real Estate Tenant: Maria Gabriela S. Reyes Donatello  
1221 Alhambra Blvd, Suite 202 341 Somerset Road  
Oakland, CA 94612 Oakland, CA 94612  
Attn: John S. Valle

37. TENANT ESTOPPEL CERTIFICATE: Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within 9 days after its receipt. Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

38. REPRESENTATIONS:  
A. TENANT REPRESENTATIONS; OBLIGATIONS REGARDING OCCUPANTS; CREDIT: Tenant warrants that all statements in Tenant's rental application are accurate. Landlord requires all occupants 18 years of age or older and all emancipated minors to complete a lease rental application. Tenant acknowledges this requirement and agrees to notify Landlord when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Agreement. Landlord may cancel this Agreement: (i) before occupancy begins; upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report resulting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.  
B. LANDLORD REPRESENTATIONS: Landlord warrants, that unless otherwise specified in writing, Landlord is unaware of (i) any recorded Notices of Default affecting the Premises; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

39. MEDIATION:  
A. Consistent with paragraphs B and C below, Landlord and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.  
B. The following matters are excluded from mediation: (i) an unlawful detainer action; (ii) the filing or enforcement of a mechanic's lien; and (iii) any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.  
C. Landlord and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.

40. Arbitration clause omitted T.B.C. L.S.  
41. G.A.R. FORM: G.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.  
42. OTHER TERMS AND CONDITIONS; SUPPLEMENTS:  Introductory/Translator Agreement (G.A.R. Form 11A)  
 Keynote/lookbox Addendum (G.A.R. Form KLAD)  Lead-Based Paint and Lead-Based Paint Hazards Disclosure (G.A.R. Form FLD)  
 Landlord In Default Addendum (G.A.R. Form LID)

The following ATTACHED supplements are incorporated in this Agreement:

43. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Agreement, its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California landlord-tenant law and shall incorporate all changes required by amendment or subsequent to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

44. AGENCY:  
A. CONFIRMATION: The following agency relationship(s) are hereby confirmed for this transaction:  
Listing Agent: (Print firm name) Valle and Bennett Real Estate  
is the agent of (check one):  the Landlord exclusively; or  both the Landlord and Tenant.  
Leasing Agent: (Print firm name) Valle and Bennett Real Estate  
(if not same as Listing Agent) is the agent of (check one):  the Tenant exclusively; or  the Landlord exclusively; or  both the Tenant and Landlord.

B. DISCLOSURE:  (if checked): The term of this lease exceeds one year. A disclosure regarding real estate agency relationships (G.A.R. Form AD) has been provided to Landlord and Tenant, who each acknowledge its receipt.  
45.  TENANT COMPENSATION TO BROKER: Upon execution of this Agreement, Tenant agrees to pay compensation to Broker as specified in a separate written agreement between Tenant and Broker.

Tenant's Initials ( L.S. ) ( JS )

Landlord's Initials ( T.B.C. ) ( L.S. )  
Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



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941 SOMERSET ROAD  
Premises: Oakland, CA 94612 Date: March 7, 2013

- 40.  INTERPRETER/TRANSLATOR: The terms of this Agreement have been interpreted for Tenant into the following language: \_\_\_\_\_ Landlord and Tenant acknowledge receipt of the attached interpreter/translator agreement (C.A.R. Form ITA).
- 47. FOREIGN LANGUAGE NEGOTIATION: If this Agreement has been negotiated by Landlord and Tenant primarily in Spanish, Chinese, Tagalog, Korean or Vietnamese, pursuant to the California Civil Code, Tenant shall be provided a translation of this Agreement in the language used for the negotiation.
- 40. OWNER COMPENSATION TO BROKER: Upon execution of this Agreement, Owner agrees to pay compensation to Broker as specified in a separate written agreement between Owner and Broker (C.A.R. Form LOA).
- 40. RECEIPT: If specified in paragraph 8, Landlord or Broker, acknowledges receipt of move-in funds.

Landlord and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Landlord should accept; and (f) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

Tenant agrees to rent the Premises on the above terms and conditions.

Tenant: [Signature] Date 03/08/2013  
 Address 941 Somerset Road City Oakland State CA Zip 94612  
 Telephone (510) 430-9177 Fax \_\_\_\_\_ E-mail leonyv@att.net

Tenant: [Signature] Date 03/08/2013  
 Address 941 Somerset Road City Oakland State CA Zip 94612  
 Telephone (415) 672-2670 Fax \_\_\_\_\_ E-mail ksennet1@gmail.com

GUARANTEE: In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Landlord agrees to rent the Premises on the above terms and conditions.

Landlord: [Signature] Date 03/08/2013  
Liberty Central Market, 150000 Liberty Street Landlord \_\_\_\_\_ Date \_\_\_\_\_  
 Address 1225 Alameda Road, Suite 202, Walnut Creek, CA 94596  
 Telephone (925) 718-8116 Fax \_\_\_\_\_ E-mail landlord@libertycentral.com

**REAL ESTATE BROKERS:**

- A. Real estate brokers who are not also Landlord under this Agreement are not parties to the Agreement between Landlord and Tenant.
- B. Agency relationships are confirmed in paragraph 44.
- C. COOPERATING BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker (Leasing Firm) and Cooperating Broker agrees to accept: (i) the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS; or (ii)  (if checked) the amount specified in a separate written agreement between Listing Broker and Cooperating Broker.

Real Estate Broker (Listing Firm) Wells and Bonnett Realtors DRE Lic. #00298625  
 By (Agent) [Signature] DRE Lic. #01988804 Date 03/08/2013  
 Address 1484 Redwood Blvd City Oakland State CA Zip 94602  
 Telephone (510) 531-7000 Fax (510) 531-2037 E-mail wells@wellsandbonnett.com

Real Estate Broker (Leasing Firm) Wells and Bonnett Realtors DRE Lic. #00298625  
 By (Agent) [Signature] DRE Lic. #01988804 Date 03/08/2013  
 Address 1484 Redwood Blvd City Oakland State CA Zip 94602  
 Telephone (510) 531-7000 Fax (510) 531-2037 E-mail wells@wellsandbonnett.com

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CALIFORNIA ASSOCIATION OF REALTORS

WATER HEATER AND SMOKE DETECTOR STATEMENT OF COMPLIANCE (C.A.R. Form WHSD, Revised 11/10)

Property Address: 211 Spawarth Road, Oakland, CA 94612

NOTE: A seller who is not required to provide one of the following statements of compliance is not necessarily exempt from the obligation to provide the other statement of compliance.

WATER HEATER STATEMENT OF COMPLIANCE

- 1. STATE LAW: California Law requires that all new and replacement water heaters and existing residential water heaters be braced, anchored or strapped to resist falling or horizontal displacement due to earthquakes motion.
2. LOCAL REQUIREMENTS: Some local ordinances impose more stringent water heater bracing, anchoring or strapping requirements than does California Law.
3. TRANSFEROR'S WRITTEN STATEMENT: California Health and Safety Code §18211 requires the seller of any real property containing a water heater to certify, in writing, that the seller is in compliance with California State Law.
4. CERTIFICATION: Seller represents that the Property, as of the Close of Escrow, will be in compliance with Health and Safety Code §18211 by having the water heater(s) braced, anchored or strapped in place, in accordance with those requirements.

Seller/Landlord: Albert Conda Trust Date 09/05/2013

Seller/Landlord: Florence Conda Trust Date

The undersigned hereby acknowledges receipt of a copy of this document.

Buyer/Tenant: Nina Soulyeva Date 09/05/2013

Buyer/Tenant: Kevin Hanafield Date 09/05/2013

SMOKE DETECTOR STATEMENT OF COMPLIANCE

- 1. STATE LAW: California Law requires that (i) every single-family dwelling and factory built housing unit sold on or after January 1, 1986, must have an operable smoke detector, approved and listed by the State Fire Marshal, installed in accordance with the State Fire Marshal's regulations.
2. LOCAL REQUIREMENTS: Some local ordinances impose more stringent smoke detector requirements than does California Law.
3. TRANSFEROR'S WRITTEN STATEMENT: California Health and Safety Code §18113.5(b) requires every transferor of any real property containing a single-family dwelling, whether the transfer is made by sale, exchange, or real property lease contract.
4. EXCEPTIONS: Generally, a written statement of smoke detector compliance is not required for transactions for which the Seller is exempt from providing a transfer disclosure statement.

Seller/Landlord: Albert Conda Trust Date 09/05/2013

Seller/Landlord: Florence Conda Trust Date

The undersigned hereby acknowledge(s) receipt of a copy of this Water Heater and Smoke Detector Statement of Compliance.

Buyer/Tenant: Nina Soulyeva Date 09/05/2013

Buyer/Tenant: Kevin Hanafield Date 09/05/2013

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CALIFORNIA  
ASSOCIATION  
OF REALTORS®

**LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS  
DISCLOSURE, ACKNOWLEDGMENT AND ADDENDUM**  
For Pre-1978 Housing Sales, Leases, or Rentals  
(C.A.R. Form PLB, Revised 11/10)

The following terms and conditions are hereby incorporated in and made a part of the:  California Residential Purchase Agreement,  Residential Lease or Month-to-Month Rental Agreement, or  Other

dated March 5, 2013, on property known as:  
341 Homestead Road, Oakland, CA 94611 ("Property") in  
which Yusef Samirya, Kevin Hanafield is referred to as Buyer or  
Tenant and Albert Charles Turner, Monique Charles Turner is referred to as Seller or  
Landlord.

**LEAD WARNING STATEMENT (SALE OR PURCHASE)** Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligent quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**LEAD WARNING STATEMENT (LEASE OR RENTAL)** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive federally approved pamphlet on lead poisoning prevention.

**EPA'S LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE:** The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at [www.epa.gov/lead](http://www.epa.gov/lead) for more information.

**1. SELLER'S OR LANDLORD'S DISCLOSURE**

I (we) have no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following:

\_\_\_\_\_  
\_\_\_\_\_

I (we) have no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing other than the following, which, previously or as an attachment to this addendum, have been provided to Buyer or Tenant:

\_\_\_\_\_  
\_\_\_\_\_

I (we), previously or as an attachment to this addendum, have provided Buyer or Tenant with the pamphlet "Protect Your Family From Lead in Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety."

**For Sales Transactions Only:** Buyer has 10 days, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

Albert Charles Turner Seller or Landlord Albert Charles Turner Date 03/05/2013

Monique Charles Turner Seller or Landlord Monique Charles Turner Date \_\_\_\_\_

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Buyer's/Tenant's Initials ( LS ) [Signature]  
Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



**LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE (PLB PAGE 1 OF 2)**

Agent: Terri L. Luster Phone: 916.408.7202 Fax: 916.084.2001 Prepared using zipForm® 3/7/13 9:23 AM  
Bickert Walls and Remitt Remitters 1481 Laimert Blvd Oakland, CA 94602

MAR-7-2013 11:11 FROM:

TO: 15125312831

P. 9/10

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344 Homestead Road  
Oakland, CA 94611

Date March 6, 2013

2. LISTING AGENT'S ACKNOWLEDGMENT

Agent has informed Seller or Landlord of Seller's or Landlord's obligations under §42 U.S.C. 4062d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

Wells and Bennett Realtor

(Please Print) Agent (Broker representing Seller or Landlord)

By [Signature] Associate-Licensee or Broker Signature  
Toni L. Jester

03/05/2013

Date

3. BUYER'S OR TENANT'S ACKNOWLEDGMENT

I (we) have received copies of all information listed, if any, in 1 above and the pamphlet "Protect Your Family From Lead in Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety." If delivery of any of the disclosures or pamphlet referenced in paragraph 1 above occurs after acceptance of an offer to purchase, Buyer has a right to cancel pursuant to the purchase contract, if you wish to cancel, you must act within the prescribed period.

For Sales Transactions Only: Buyer acknowledges the right for 10 days, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; OR, (if checked)  Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

[Signature] Buyer or Tenant  
Lisa Soutsky

03/05/2013  
Date

[Signature] Buyer or Tenant  
Kevin Benitez

03/05/2013  
Date

4. COOPERATING AGENT'S ACKNOWLEDGMENT

Agent has informed Seller or Landlord, through the Listing Agent if the property is listed, of Seller's or Landlord's obligations under §42 U.S.C. 4062d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

Wells and Bennett Realtor  
Agent (Broker obtaining the Offer)

By [Signature] Associate-Licensee or Broker Signature  
Toni L. Jester

03/05/2013

Date

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

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FLD REVISED 11/10 (PAGE 2 OF 2)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



MAR-7-2013 11:12 FROM:

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TO: 15105312031

P.10/10

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CH • 070105

I have received a copy of the following books from the Broker(s) in this transaction: "Combined Hazards Book" a combination of Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants" including toxic mold, "Protect Your Family From Lead in Your Home", and "The Homeowner's Guide to Earthquake Safety" including natural gas safety.

Property Address: \_\_\_\_\_

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

Buyer/Seller Signature: \_\_\_\_\_

Selling Broker: \_\_\_\_\_

Selling Agent: \_\_\_\_\_

Time: \_\_\_\_\_

Buyer/Seller Printed Name: \_\_\_\_\_

Listing Broker: \_\_\_\_\_

Listing Agent: \_\_\_\_\_

TO WHOM IT MAY CONCERN

CH • 070105

I have received a copy of the following books from the Broker(s) in this transaction: "Combined Hazards Book" a combination of Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants" including toxic mold, "Protect Your Family From Lead in Your Home", and "The Homeowner's Guide to Earthquake Safety" including natural gas safety.

Property Address: 311 Sommers Road, Newark, CA 94611

Date: 3/6/2013

Buyer Signature: *[Signature]*

Selling Agent: *[Signature]* acm for acm

Listing Agent: \_\_\_\_\_

Time: \_\_\_\_\_

Buyer Signature: *[Signature]*

Selling Agent: *[Signature]*

Listing Agent: \_\_\_\_\_

#11



CITY OF OAKLAND  
P.O. BOX 70243, OAKLAND, CALIFORNIA 94612-0243

Community and Economic Development Agency  
Rent Adjustment Program

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

**NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM**

The City of Oakland has a Residential Rent Adjustment Program ("RAP") (Chapter 8.22 of the Oakland Municipal Code) that covers most residential rental units built before 1983. It does not apply to units rented under section 8, most single family dwellings and condominiums and some other types of units. For more information on which units are covered, call the RAP office. This Program limits rent increases and some changes in terms of tenancy for covered residential rental property in Oakland.

You have a right to file a petition with the RAP to contest a rent increase that is greater than the annual general rent increase (the CPI increase). A landlord can increase rent more than the CPI rate, but with some limits, for: capital improvements, operating expense increases, debt service, and deferred annual rent increases. You can also complain about other violations of the Rent Adjustment Ordinance. The landlord must provide you with a written summary of the reasons for any increase greater than the CPI rate if you request one in writing.

If there is a decrease in the housing services provided to you, this may be considered an increase in your rent. A decrease in housing service includes substantial problems with the condition of a unit.

To contest a rent increase, you must file a petition with the RAP using the Rent Program's form, within sixty (60) days after first receiving written notice of the RAP or within sixty (60) days of receiving a notice of rent increase or change in terms of tenancy, whichever is later. You can obtain information and the petition forms from the Rent Adjustment Program office or online at <http://www.oaklandnet.com/government/hcd/rentboard/tenant.html>

If you contest a rent increase, you must pay your rent, with the contested increase, until you file a petition. After you file your petition, you may pay only the portion of the increase due to the CPI Rent Adjustment percentage if the CPI increase amount has been stated on the notice of rent increase. If it has not been stated separately, you may pay only the rent you were paying before the notice of rent increase. If the increase is approved and you did not pay the increase as noticed, you will owe the amount of the increase retroactive to the date it would have been effective under the notice.

Eviction controls are in effect in the City of Oakland (the Just Cause for Eviction Ordinance, O.M.C. 8.22.200, et seq.). You cannot be arbitrarily evicted if your rental unit is covered by the Just Cause for Eviction Ordinance. For more information call the Rent Adjustment Office.

Oakland charges landlords a Rent Program Service Fee of \$30 per unit per year. If the landlord pays the fee on time, the landlord is entitled to get half of the fee (\$15) per unit from you. The \$15 you pay for the annual fee is not part of the rent.

The Nuisance Eviction Ordinance (O.M.C. Chapter 8.23) may require that a tenant who commits or permits certain illegal acts in the Rental Unit or on the land on which the unit is located or in the common areas of the rental complex, must be evicted. If the owner does not evict, the City Attorney may do so.

**TENANTS' SMOKING POLICY DISCLOSURE**

- Smoking (circle one) IS or IS NOT permitted in Unit 341, the unit you plan to rent.
- Smoking (circle one) IS or IS NOT permitted in other units of your building. (If both smoking and non-smoking units exist in the tenant's building, attach a list of units in which smoking is permitted.)
- Smoking is PROHIBITED in all common areas, both indoors and outdoors.
- There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at \_\_\_\_\_

I received a copy of this notice on \_\_\_\_\_



此份屋崙 (奧克蘭) 市租崙權利通知崙附有中文版本。請致電 (510) 238-3721 索取副本。

La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.  
Bản Thông Báo quyền lợi của người thuê ở trong Oakland này cũng có bằng tiếng Việt. Nếu cần một bản sao, xin gọi (510) 238-3721.

6 pages

HISTORICAL TENANT LEDGER

11/13/18

NAME : Lisa Souriya & Kevin Benafield RENT : 1,299.95  
 ADDRESS : 341 Somerset Road DEPOSIT : 1,200.00  
 : Oakland, Ca. 94611 MOVE IN DATE : 03/07/13  
 CODE : Souriy DUE DAY : 1  
 UNIT : 11 - 41 [REDACTED] : [REDACTED] 778

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
	Balance Forward			0.00
03/08/13	Security Deposit	1,200.00		1,200.00
03/08/13	Pro-rated Rent	960.00		2,160.00
03/08/13	Cashiers Ck#12604507		1,200.00	960.00
03/08/13	Cashiers Ck#12604508		960.00	0.00
03/12/13	1/2 RAP City of Oakland	15.00		15.00
04/01/13	Rent	1,200.00		1,215.00
04/06/13	Late Fee	120.00		1,335.00
04/19/13	Garbage Apr-May-June	85.89		1,420.89
04/22/13	Cashiers Ck#12604617		960.00	460.89
04/22/13	Cashiers Ck#12604618		240.00	220.89
05/01/13	Rent	1,200.00		1,420.89
05/03/13	CK#1353		1,200.00	220.89
05/17/13	Late fee ck NSF	120.00		340.89
05/17/13	CK#1353		-1,200.00	1,540.89
05/21/13	Cashiers Ck#12604710		15.00	1,525.89
05/21/13	Cashiers Ck#12604708		1,200.00	325.89
05/21/13	Cashiers Ck#12604709		85.89	240.00
06/01/13	Rent	1,200.00		1,440.00
06/12/13	Cashiers Ck#3903713		1,200.00	240.00
07/01/13	Rent	1,200.00		1,440.00
07/11/13	Late Fee	120.00		1,560.00
07/22/13	Cashiers Ck#3903759		1,200.00	360.00
07/26/13	Waste Mgmt Jul Aug Sept	88.36		448.36
08/01/13	Rent	1,200.00		1,648.36
08/06/13	Late Fee	120.00		1,768.36
08/13/13	Cashiers CK#3903812		1,200.00	568.36
08/13/13	Cashiers CK#3903760		85.89	482.47
09/01/13	Rent	1,200.00		1,682.47
09/03/13	Cashiers CK#3903913		1,200.00	482.47
09/03/13	Cashiers CK#3903914		2.47	480.00

2

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
09/09/13	MO#1956511293		700.00	-220.00
09/13/13	Late fee adj	-480.00		-700.00
10/01/13	Rent	1,200.00		500.00
10/01/13	Cashiers Ck#1113907		500.00	0.00
10/01/13	Cashiers CK#1113908		88.36	-88.36
10/04/13	Trash Oct-Nov-Dec 2013	88.35		-.01
11/01/13	Rent	1,200.00		1,199.99
11/04/13	Ck#1151		1,200.00	-.01
12/01/13	Rent	1,200.00		1,199.99
12/03/13	CK#1155		1,200.00	-.01
01/01/14	Rent	1,200.00		1,199.99
01/02/14	CK#1156		1,200.00	-.01
01/28/14	Trash Jan-Feb-Mar	88.35		88.34
02/01/14	Rent	1,200.00		1,288.34
02/03/14	Ck#1160		1,288.35	-.01
02/12/14	1/2 RAP City of Oakland	15.00		14.99
03/01/14	Rent	1,200.00		1,214.99
03/03/14	Ck#1161		1,214.99	0.00
04/01/14	Rent	1,200.00		1,200.00
04/01/14	CK#1166		1,200.00	0.00
04/08/14	Trash Apr-May-June	88.35		88.35
05/01/14	Rent	1,225.00		1,313.35
05/02/14	CK#1167		1,313.35	0.00
06/01/14	Rent	1,225.00		1,225.00
06/02/14	Ck#1170		1,225.00	0.00
07/01/14	Rent	1,225.00		1,225.00
07/02/14	Ck#1173		1,225.00	0.00
07/14/14	Trash July-Aug-Sept	89.40		89.40
08/01/14	Rent	1,225.00		1,314.40
08/01/14	Ck#1176		1,314.40	0.00
09/01/14	Rent	1,225.00		1,225.00
09/02/14	Ck#1177		1,225.00	0.00
10/01/14	Rent	1,225.00		1,225.00
10/03/14	Ck#1180		1,225.00	0.00

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
10/09/14	Trash Oct-Nov-Dec	89.40		89.40
11/01/14	Rent	1,225.00		1,314.40
11/04/14	Ck#1181		1,314.40	0.00
12/01/14	Rent	1,225.00		1,225.00
12/02/14	Toilet Seat	-6.26		1,218.74
12/02/14	Ck#1183		1,218.74	0.00
01/01/15	Rent	1,225.00		1,225.00
01/02/15	CK#1185		1,225.00	0.00
01/08/15	Trash Jan-Feb-March	49.55		49.55
02/01/15	Rent	1,225.00		1,274.55
02/02/15	Ck#1187		1,274.55	0.00
03/01/15	Rent	1,225.00		1,225.00
03/02/15	Ck#1188		1,225.00	0.00
03/16/15	1/2 RAP City of Oakland	15.00		15.00
04/01/15	Rent	1,225.00		1,240.00
04/01/15	CK#1189		1,240.00	0.00
04/10/15	Trash Apr-May-June	66.63		66.63
05/01/15	Rent	1,225.00		1,291.63
05/01/15	CK#1190		1,291.63	0.00
06/01/15	Rent	1,225.00		1,225.00
06/01/15	Ck#1194		1,225.00	0.00
07/01/15	Rent	1,225.00		1,225.00
07/01/15	CK#1195		1,225.00	0.00
07/08/15	Trash Jul-Aug-Sept	96.30		96.30
08/01/15	Rent	1,225.00		1,321.30
08/03/15	CK#1198		1,225.00	96.30
09/01/15	Rent	1,225.00		1,321.30
09/01/15	CK#1199		1,321.30	0.00
10/01/15	Rent	1,225.00		1,225.00
10/01/15	CK#1200		1,225.00	0.00
10/08/15	Trash Oct-Nov-Dec 2015	96.30		96.30
11/01/15	Rent	1,225.00		1,321.30
11/02/15	CK#1202		1,321.30	0.00
12/01/15	Rent	1,225.00		1,225.00

4

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
12/01/15	Ck#1203		1,225.00	0.00
01/01/16	Rent	1,245.82		1,245.82
01/04/16	CK#1205		1,245.86	-.04
01/06/16	Trash Jan-Feb-March	96.30		96.26
02/01/16	Rent	1,245.82		1,342.08
02/01/16	CK#1206		1,342.12	-.04
03/01/16	Rent	1,245.82		1,245.78
03/01/16	CK#1207		1,245.86	-.08
04/01/16	Rent	1,245.82		1,245.74
04/01/16	CK#1210		1,245.86	-.12
04/05/16	Trash Apr-May-June	96.30		96.18
04/15/16	1/2 RAP Fee	15.00		111.18
05/01/16	Rent	1,245.82		1,357.00
05/02/16	CK#1211		1,357.16	-.16
06/01/16	Rent	1,245.82		1,245.66
06/01/16	CK#1213		1,245.86	-.20
07/01/16	Rent	1,245.82		1,245.62
07/01/16	CK#1215		1,245.86	-.24
07/08/16	Trash July-Aug-Sept	106.56		106.32
08/01/16	Rent	1,245.82		1,352.14
08/02/16	CK#1119118		1,245.86	106.28
09/01/16	Rent	1,245.82		1,352.10
09/01/16	CK#1001		1,352.14	-.04
10/01/16	Rent	1,245.82		1,245.78
10/03/16	CK#1002		1,245.86	-.08
10/12/16	Trash Oct-Nov-Dec	106.56		106.48
11/01/16	Rent	1,245.82		1,352.30
11/01/16	CK#1004		1,352.34	-.04
12/01/16	Rent	1,245.82		1,245.78
12/01/16	Ck#1006		1,245.86	-.08
01/01/17	Rent	1,270.73		1,270.65
01/02/17	CK#1007		1,270.73	-.08
01/04/17	Trash Jan-Feb-March	106.56		106.48
02/01/17	Rent	1,270.73		1,377.21



DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
02/01/17	Ck#1008		1,377.21	0.00
03/01/17	Rent	1,270.73		1,270.73
03/01/17	Ck#1009		1,270.73	0.00
03/13/17	RAP Fees 1/2	34.00		34.00
04/01/17	Rent	1,270.73		1,304.73
04/03/17	CK#1010		1,304.73	0.00
04/06/17	Trash Apr-May-June	106.56		106.56
05/01/17	Rent	1,270.73		1,377.29
05/01/17	Ck#1011		1,377.29	0.00
06/01/17	Rent	1,270.73		1,270.73
06/02/17	Ck#1012		1,270.73	0.00
07/01/17	Rent	1,270.73		1,270.73
07/03/17	CK#1015		1,270.73	0.00
07/07/17	Trash Jul-Aug-Sept	118.23		118.23
08/01/17	Rent	1,270.73		1,388.96
08/01/17	Ck#1017		1,388.96	0.00
09/01/17	Rent	1,270.73		1,270.73
09/05/17	Ck#1018		1,270.73	0.00
10/01/17	Rent	1,270.73		1,270.73
10/02/17	Ck#1019		1,270.73	0.00
10/03/17	Trash Oct-Nov-Dec	118.23		118.23
11/01/17	Rent	1,270.73		1,388.96
11/03/17	Ck#1021		1,388.96	0.00
12/01/17	Rent	1,270.73		1,270.73
12/05/17	Ck#1024		1,270.73	0.00
01/01/18	Rent	1,299.95		1,299.95
01/02/18	Ck#1022		1,299.95	0.00
01/03/18	Trash Jan-Feb-March	118.23		118.23
02/01/18	Rent	1,299.95		1,418.18
02/01/18	Ck#1023		1,418.18	0.00
02/07/18	1/2 Rent Adjust. Prog.	34.00		34.00
03/01/18	Rent	1,299.95		1,333.95
03/05/18	Ck#1025		1,333.95	0.00
04/01/18	Rent	1,299.95		1,299.95

000081

8

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
04/02/18	Ck#1026		1,333.95	-34.00
04/09/18	Trash Apr-May-June	118.23		84.23
05/01/18	Rent	1,299.95		1,384.18
05/01/18	Ck#1028		1,384.18	0.00
06/01/18	Rent	1,299.95		1,299.95
06/01/18	Ck#1030		1,299.95	0.00
07/01/18	Rent	1,299.95		1,299.95
07/02/18	Ck#1032		1,299.95	0.00
07/06/18	Trash Jul-Aug-Sept	149.82		149.82
08/01/18	Rent	1,299.95		1,449.77
08/01/18	Ck#1033		1,424.57	25.20
09/01/18	Rent	1,299.95		1,325.15
09/04/18	Shower head	-43.07		1,282.08
09/04/18	Ck#1034		1,256.88	25.20
10/01/18	Rent	1,299.95		1,325.15
10/01/18	Ck#1035		1,299.95	25.20
10/03/18	Trash Oct-Nov-Dec	124.62		149.82

HISTORICAL TENANT LEDGER

11/13/18

NAME : Lisa Souriya & Kevin Benafield  
 ADDRESS : 341 Somerset Road  
 : Oakland, Ca. 94611  
 CODE : Souriy  
 UNIT : 11 - 41

RENT : 1,299.95  
 DEPOSIT : 1,200.00  
 MOVE IN DATE : 03/07/13  
 DUE DAY : 1  
 [REDACTED] : [REDACTED] 778

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
	Balance Forward			0.00
03/08/13	Security Deposit	1,200.00		1,200.00
03/08/13	Pro-rated Rent	960.00		2,160.00
03/08/13	Cashiers Ck#12604507		1,200.00	960.00
03/08/13	Cashiers Ck#12604508		960.00	0.00
03/12/13	1/2 RAP City of Oakland	15.00		15.00
04/01/13	Rent	1,200.00		1,215.00
04/06/13	Late Fee	120.00		1,335.00
04/19/13	Garbage Apr-May-June	85.89		1,420.89
04/22/13	Cashiers Ck#12604617		960.00	460.89
04/22/13	Cashiers Ck#12604618		240.00	220.89
05/01/13	Rent	1,200.00		1,420.89
05/03/13	CK#1353		1,200.00	220.89
05/17/13	Late fee ck NSF	120.00		340.89
05/17/13	Ck#1353		-1,200.00	1,540.89
05/21/13	Cashiers Ck#12604710		15.00	1,525.89
05/21/13	Cashiers Ck#12604708		1,200.00	325.89
05/21/13	Cashiers Ck#12604709		85.89	240.00
06/01/13	Rent	1,200.00		1,440.00
06/12/13	Cashiers Ck#3903713		1,200.00	240.00
07/01/13	Rent	1,200.00		1,440.00
07/11/13	Late Fee	120.00		1,560.00
07/22/13	Cashiers Ck#3903759		1,200.00	360.00
07/26/13	Waste Mgmt Jul Aug Sept	88.36		448.36
08/01/13	Rent	1,200.00		1,648.36
08/06/13	Late Fee	120.00		1,768.36
08/13/13	Cashiers CK#3903812		1,200.00	568.36
08/13/13	Cashiers CK#3903760		85.89	482.47
09/01/13	Rent	1,200.00		1,682.47
09/03/13	Cashiers CK#3903913		1,200.00	482.47
09/03/13	Cashiers CK#3903914		2.47	480.00

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
09/09/13	MO#1956511293		700.00	-220.00
09/13/13	Late fee adj	-480.00		-700.00
10/01/13	Rent	1,200.00		500.00
10/01/13	Cashiers Ck#1113907		500.00	0.00
10/01/13	Cashiers CK#1113908		88.36	-88.36
10/04/13	Trash Oct-Nov-Dec 2013	88.35		-.01
11/01/13	Rent	1,200.00		1,199.99
11/04/13	Ck#1151		1,200.00	-.01
12/01/13	Rent	1,200.00		1,199.99
12/03/13	CK#1155		1,200.00	-.01
01/01/14	Rent	1,200.00		1,199.99
01/02/14	CK#1156		1,200.00	-.01
01/28/14	Trash Jan-Feb-Mar	88.35		88.34
02/01/14	Rent	1,200.00		1,288.34
02/03/14	Ck#1160		1,288.35	-.01
02/12/14	1/2 RAP City of Oakland	15.00		14.99
03/01/14	Rent	1,200.00		1,214.99
03/03/14	Ck#1161		1,214.99	0.00
04/01/14	Rent	1,200.00		1,200.00
04/01/14	CK#1166		1,200.00	0.00
04/08/14	Trash Apr-May-June	88.35		88.35
05/01/14	Rent	1,225.00		1,313.35
05/02/14	CK#1167		1,313.35	0.00
06/01/14	Rent	1,225.00		1,225.00
06/02/14	Ck#1170		1,225.00	0.00
07/01/14	Rent	1,225.00		1,225.00
07/02/14	Ck#1173		1,225.00	0.00
07/14/14	Trash July-Aug-Sept	89.40		89.40
08/01/14	Rent	1,225.00		1,314.40
08/01/14	Ck#1176		1,314.40	0.00
09/01/14	Rent	1,225.00		1,225.00
09/02/14	Ck#1177		1,225.00	0.00
10/01/14	Rent	1,225.00		1,225.00
10/03/14	Ck#1180		1,225.00	0.00

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
10/09/14	Trash Oct-Nov-Dec	89.40		89.40
11/01/14	Rent	1,225.00		1,314.40
11/04/14	Ck#1181		1,314.40	0.00
12/01/14	Rent	1,225.00		1,225.00
12/02/14	Toilet Seat	-6.26		1,218.74
12/02/14	Ck#1183		1,218.74	0.00
01/01/15	Rent	1,225.00		1,225.00
01/02/15	CK#1185		1,225.00	0.00
01/08/15	Trash Jan-Feb-March	49.55		49.55
02/01/15	Rent	1,225.00		1,274.55
02/02/15	Ck#1187		1,274.55	0.00
03/01/15	Rent	1,225.00		1,225.00
03/02/15	Ck#1188		1,225.00	0.00
03/16/15	1/2 RAP City of Oakland	15.00		15.00
04/01/15	Rent	1,225.00		1,240.00
04/01/15	CK#1189		1,240.00	0.00
04/10/15	Trash Apr-May-June	66.63		66.63
05/01/15	Rent	1,225.00		1,291.63
05/01/15	CK#1190		1,291.63	0.00
06/01/15	Rent	1,225.00		1,225.00
06/01/15	Ck#1194		1,225.00	0.00
07/01/15	Rent	1,225.00		1,225.00
07/01/15	CK#1195		1,225.00	0.00
07/08/15	Trash Jul-Aug-Sept	96.30		96.30
08/01/15	Rent	1,225.00		1,321.30
08/03/15	CK#1198		1,225.00	96.30
09/01/15	Rent	1,225.00		1,321.30
09/01/15	CK#1199		1,321.30	0.00
10/01/15	Rent	1,225.00		1,225.00
10/01/15	CK#1200		1,225.00	0.00
10/08/15	Trash Oct-Nov-Dec 2015	96.30		96.30
11/01/15	Rent	1,225.00		1,321.30
11/02/15	CK#1202		1,321.30	0.00
12/01/15	Rent	1,225.00		1,225.00

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
12/01/15	Ck#1203		1,225.00	0.00
01/01/16	Rent	1,245.82		1,245.82
01/04/16	CK#1205		1,245.86	-.04
01/06/16	Trash Jan-Feb-March	96.30		96.26
02/01/16	Rent	1,245.82		1,342.08
02/01/16	Ck#1206		1,342.12	-.04
03/01/16	Rent	1,245.82		1,245.78
03/01/16	CK#1207		1,245.86	-.08
04/01/16	Rent	1,245.82		1,245.74
04/01/16	Ck#1210		1,245.86	-.12
04/05/16	Trash Apr-May-June	96.30		96.18
04/15/16	1/2 RAP Fee	15.00		111.18
05/01/16	Rent	1,245.82		1,357.00
05/02/16	CK#1211		1,357.16	-.16
06/01/16	Rent	1,245.82		1,245.66
06/01/16	CK#1213		1,245.86	-.20
07/01/16	Rent	1,245.82		1,245.62
07/01/16	CK#1215		1,245.86	-.24
07/08/16	Trash July-Aug-Sept	106.56		106.32
08/01/16	Rent	1,245.82		1,352.14
08/02/16	CK#1119118		1,245.86	106.28
09/01/16	Rent	1,245.82		1,352.10
09/01/16	Ck#1001		1,352.14	-.04
10/01/16	Rent	1,245.82		1,245.78
10/03/16	CK#1002		1,245.86	-.08
10/12/16	Trash Oct-Nov-Dec	106.56		106.48
11/01/16	Rent	1,245.82		1,352.30
11/01/16	CK#1004		1,352.34	-.04
12/01/16	Rent	1,245.82		1,245.78
12/01/16	Ck#1006		1,245.86	-.08
01/01/17	Rent	1,270.73		1,270.65
01/02/17	CK#1007		1,270.73	-.08
01/04/17	Trash Jan-Feb-March	106.56		106.48
02/01/17	Rent	1,270.73		1,377.21

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
02/01/17	Ck#1008		1,377.21	0.00
03/01/17	Rent	1,270.73		1,270.73
03/01/17	Ck#1009		1,270.73	0.00
03/13/17	RAP Fees 1/2	34.00		34.00
04/01/17	Rent	1,270.73		1,304.73
04/03/17	CK#1010		1,304.73	0.00
04/06/17	Trash Apr-May-June	106.56		106.56
05/01/17	Rent	1,270.73		1,377.29
05/01/17	Ck#1011		1,377.29	0.00
06/01/17	Rent	1,270.73		1,270.73
06/02/17	Ck#1012		1,270.73	0.00
07/01/17	Rent	1,270.73		1,270.73
07/03/17	CK#1015		1,270.73	0.00
07/07/17	Trash Jul-Aug-Sept	118.23		118.23
08/01/17	Rent	1,270.73		1,388.96
08/01/17	Ck#1017		1,388.96	0.00
09/01/17	Rent	1,270.73		1,270.73
09/05/17	Ck#1018		1,270.73	0.00
10/01/17	Rent	1,270.73		1,270.73
10/02/17	Ck#1019		1,270.73	0.00
10/03/17	Trash Oct-Nov-Dec	118.23		118.23
11/01/17	Rent	1,270.73		1,388.96
11/03/17	Ck#1021		1,388.96	0.00
12/01/17	Rent	1,270.73		1,270.73
12/05/17	Ck#1024		1,270.73	0.00
01/01/18	Rent	1,299.95		1,299.95
01/02/18	Ck#1022		1,299.95	0.00
01/03/18	Trash Jan-Feb-March	118.23		118.23
02/01/18	Rent	1,299.95		1,418.18
02/01/18	Ck#1023		1,418.18	0.00
02/07/18	1/2 Rent Adjust. Prog.	34.00		34.00
03/01/18	Rent	1,299.95		1,333.95
03/05/18	Ck#1025		1,333.95	0.00
04/01/18	Rent	1,299.95		1,299.95

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
04/02/18	Ck#1026		1,333.95	-34.00
04/09/18	Trash Apr-May-June	118.23		84.23
05/01/18	Rent	1,299.95		1,384.18
05/01/18	Ck#1028		1,384.18	0.00
06/01/18	Rent	1,299.95		1,299.95
06/01/18	Ck#1030		1,299.95	0.00
07/01/18	Rent	1,299.95		1,299.95
07/02/18	Ck#1032		1,299.95	0.00
07/06/18	Trash Jul-Aug-Sept	149.82		149.82
08/01/18	Rent	1,299.95		1,449.77
08/01/18	Ck#1033		1,424.57	25.20
09/01/18	Rent	1,299.95		1,325.15
09/04/18	Shower head	-43.07		1,282.08
09/04/18	Ck#1034		1,256.88	25.20
10/01/18	Rent	1,299.95		1,325.15
10/01/18	Ck#1035		1,299.95	25.20
10/03/18	Trash Oct-Nov-Dec	124.62		149.82



HISTORICAL TENANT LEDGER

11/13/18

NAME : Dylan Wood  
 ADDRESS : 343 Somerset Road  
 : Oakland, Ca. 94611  
 CODE : Dylan  
 UNIT : 11 - 43

RENT : 1,898.00  
 DEPOSIT : 1,800.00  
 MOVE IN DATE : 04/25/16  
 DUE DAY : 1  
 [REDACTED] : [REDACTED] 891

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
	Balance Forward			0.00
04/20/16	Deposit	1,800.00		1,800.00
04/20/16	Rent 4/25/16 - 4/30/16	360.00		2,160.00
04/20/16	Cashiers Ck#1112905137		1,800.00	360.00
04/20/16	Cashiers Ck#1112905217		2,160.00	-1,800.00
05/01/16	Rent	1,800.00		0.00
06/01/16	Rent	1,800.00		1,800.00
06/02/16	Cashiers Ck#1112905532		1,800.00	0.00
07/01/16	Rent	1,800.00		1,800.00
07/01/16	Cashiers Ck#0864005320		1,800.00	0.00
07/08/16	Trash July-Aug-Sept	106.56		106.56
08/01/16	Rent	1,800.00		1,906.56
08/01/16	CK#0864005497		1,800.00	106.56
09/01/16	Rent	1,800.00		1,906.56
09/02/16	Cashiers Ck#0864005740		1,906.56	0.00
10/01/16	Rent	1,800.00		1,800.00
10/04/16	Ck#0009940960		1,800.00	0.00
10/12/16	Trash Oct-Nov-Dec	106.56		106.56
11/01/16	Rent	1,800.00		1,906.56
11/01/16	CK#0019807263		1,800.00	106.56
12/01/16	Rent	1,800.00		1,906.56
12/06/16	Ck#0040691933		1,800.00	106.56
01/01/17	Rent	1,800.00		1,906.56
01/04/17	Trash Jan-Feb-March	106.56		2,013.12
01/05/17	Cashiers Ck#0864006599		1,906.56	106.56
02/01/17	Rent	1,800.00		1,906.56
02/01/17	Ck#0056981034		1,906.56	0.00

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
03/01/17	Rent	1,800.00		1,800.00
03/02/17	Ck#0065332888		1,800.00	0.00
03/13/17	RAP Fees 1/2	34.00		34.00
04/01/17	Rent	1,800.00		1,834.00
04/03/17	CK#0074495672		1,834.00	0.00
04/06/17	Trash Apr-May-June	106.56		106.56
05/01/17	Rent	1,836.00		1,942.56
05/01/17	Ck#501160001		1,834.00	108.56
06/01/17	Rent	1,836.00		1,944.56
06/05/17	Ck#506553201		1,834.00	110.56
07/01/17	Rent	1,836.00		1,946.56
07/03/17	Ck#511087681		1,834.00	112.56
07/07/17	Trash Jul-Aug-Sept	118.23		230.79
08/01/17	Rent	1,836.00		2,066.79
08/01/17	Ck#515983156		2,066.79	0.00
09/01/17	Rent	1,836.00		1,836.00
09/05/17	Ck#520763077		1,836.00	0.00
10/01/17	Rent	1,836.00		1,836.00
10/02/17	Ck#525432432		1,836.00	0.00
10/03/17	Trash Oct-Nov-Dec	118.23		118.23
11/01/17	Rent	1,836.00		1,954.23
11/01/17	Ck#530978813		1,836.00	118.23
12/01/17	Rent	1,836.00		1,954.23
12/01/17	Ck#535588026		1,836.00	118.23
01/01/18	Rent	1,836.00		1,954.23
01/02/18	Ck#540075691		1,836.00	118.23
01/03/18	Trash Jan-Feb-March	118.23		236.46
02/01/18	Rent	1,836.00		2,072.46
02/01/18	Ck#545494617		1,836.00	236.46
02/07/18	1/2 Rent Adjust. Prog.	34.00		270.46
03/01/18	Rent	1,836.00		2,106.46
03/05/18	Ck#550080698		1,836.00	270.46
04/01/18	Rent	1,836.00		2,106.46

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
04/02/18	Ck#554896997		1,836.00	270.46
04/09/18	Trash Apr-May-June	118.23		388.69
05/01/18	Rent	1,836.00		2,224.69
05/04/18	Ck#560436579		2,224.69	0.00
06/01/18	Rent	1,836.00		1,836.00
06/01/18	Ck#564723322		1,836.00	0.00
07/01/18	Rent	1,836.00		1,836.00
07/02/18	Ck#569040775		1,836.00	0.00
07/06/18	Trash Jul-Aug-Sept	149.82		149.82
08/01/18	Rent	1,836.00		1,985.82
08/01/18	Ck#574277751		1,836.00	149.82
09/01/18	Rent	1,836.00		1,985.82
09/04/18	Ck#579071396		1,836.00	149.82
10/01/18	Rent	1,898.00		2,047.82
10/02/18	Ck#583816009		1,836.00	211.82
10/03/18	Trash Oct-Nov-Dec	124.62		336.44
10/23/18	Ck#587161960		336.44	0.00

HISTORICAL TENANT LEDGER

11/13/18

NAME : John Villa  
 ADDRESS : 345 Somerset Road  
 : Oakland, CA 94611  
 CODE : 11b4  
 UNIT : 11 - 45

RENT : 1,165.18  
 DEPOSIT : 1,025.00  
 MOVE IN DATE : 12/11/09  
 DUE DAY : 1  
 : ██████████ 311

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
12/11/09	Balance Forward			0.00
	Security Deposit	1,025.00		1,025.00
12/11/09	Rent	683.40		1,708.40
12/14/09	CashiersCk#400676901		1,025.00	683.40
12/17/09	MO#3038489		1,025.00	-341.60
01/01/10	Rent	1,025.00		683.40
01/05/10	ck 1539		683.40	0.00
01/07/10	WM Jan Feb March	60.90		60.90
02/01/10	Rent	1,025.00		1,085.90
02/09/10	Ck#1540		1,085.90	0.00
02/25/10	City of Oak Rent Program	15.00		15.00
03/01/10	Rent	1,025.00		1,040.00
03/08/10	Ck#1471		1,025.00	15.00
04/01/10	Rent	1,025.00		1,040.00
04/05/10	Ck#1473		1,040.00	0.00
04/12/10	Waste Mgmt Apr May June	60.90		60.90
05/01/10	Rent	1,025.00		1,085.90
05/05/10	Ck#1475		1,045.00	40.90
05/11/10	EBMUD 12/17/09-02/22/10	89.78		130.68
05/11/10	EBMUD 02/22/10-4/21/10	116.25		246.93
06/01/10	Rent	1,025.00		1,271.93
06/07/10	Ck#1480		1,025.00	246.93
06/07/10	Ck#1477		246.93	0.00
07/01/10	Rent	1,025.00		1,025.00
07/06/10	Ck#1476		1,025.00	0.00
07/20/10	Waste Mgmt Jul Aug Sept	61.89		61.89
08/01/10	Rent	1,025.00		1,086.89
08/06/10	Ck#1462		1,045.00	41.89

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
09/01/10	Rent	1,025.00		1,066.89
09/07/10	Ck#1542		1,066.89	0.00
10/01/10	Rent	1,025.00		1,025.00
10/06/10	Ck#1572		1,025.00	0.00
10/13/10	Waste Mgmt Oct Nov Dec	61.89		61.89
11/01/10	Rent	1,025.00		1,086.89
11/09/10	Ck#1573		1,025.00	61.89
12/01/10	Rent	1,025.00		1,086.89
12/06/10	Ck#1574		1,086.89	0.00
01/01/11	Rent	1,025.00		1,025.00
01/07/11	Ck#1575		1,025.00	0.00
01/24/11	Waste Mgmt Jan Feb March	61.89		61.89
02/01/11	Rent	1,025.00		1,086.89
02/07/11	Ck#1576		1,086.89	0.00
03/01/11	Rent	1,025.00		1,025.00
03/03/11	Ck#1578		1,025.00	0.00
03/30/11	1/2 RAP City of Oakland	15.00		15.00
04/01/11	Rent	1,025.00		1,040.00
04/07/11	Ck#1581		1,025.00	15.00
04/13/11	Waste Mgmt Apr May June	61.89		76.89
05/01/11	Rent	1,025.00		1,101.89
05/06/11	Ck#1582		1,101.89	0.00
06/01/11	Rent	1,025.00		1,025.00
06/06/11	Ck#1584		1,025.00	0.00
07/01/11	Rent	1,025.00		1,025.00
07/06/11	CK#1587		1,025.00	0.00
07/27/11	Waste Mgmt Jul Aug Sept	62.55		62.55
08/01/11	Rent	1,025.00		1,087.55
08/08/11	Ck#1590		1,025.00	62.55
09/01/11	Rent	1,025.00		1,087.55
09/06/11	Ck#1591		1,025.00	62.55
10/01/11	Rent	1,045.00		1,107.55
10/17/11	Waste Mgmt Oct Nov Dec	62.55		1,170.10

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
10/18/11	Ck#1543		1,045.00	125.10
10/18/11	Ck#1544		63.00	62.10
11/01/11	Rent	1,045.00		1,107.10
11/07/11	Ck#1001		1,107.10	0.00
12/01/11	Rent	1,045.00		1,045.00
12/07/11	Ck#1592		1,045.00	0.00
01/01/12	Rent	1,045.00		1,045.00
01/10/12	Waste Mgmt Jan Feb Mar	62.55		1,107.55
01/25/12	Ck#1003		1,045.00	62.55
02/01/12	Rent	1,045.00		1,107.55
02/06/12	Ck#1005		1,045.00	62.55
02/10/12	Rent Adj Program Fee	15.00		77.55
03/01/12	Rent	1,045.00		1,122.55
03/06/12	Ck#1006		1,107.50	15.05
04/01/12	Rent	1,045.00		1,060.05
04/12/12	Ck#1007		1,045.00	15.05
04/24/12	Waste Mgmt Apr May June	62.55		77.60
05/01/12	Rent	1,045.00		1,122.60
05/08/12	Ck#1008		1,060.05	62.55
06/01/12	Rent	1,045.00		1,107.55
06/06/12	Ck#1010		522.50	585.05
06/25/12	Ck#1011		522.50	62.55
07/01/12	Rent	1,045.00		1,107.55
07/16/12	Ck#1012		522.50	585.05
07/24/12	CK#1026		522.50	62.55
07/27/12	Waste Mgmt July Aug Sept	64.02		126.57
08/01/12	Rent	1,045.00		1,171.57
08/06/12	Ck#1027		1,045.00	126.57
08/21/12	Ck#1031		62.55	64.02
09/01/12	Rent	1,045.00		1,109.02
09/07/12	Ck#1033		1,045.00	64.02
10/01/12	Rent	1,045.00		1,109.02
10/08/12	Ck#1035		1,109.02	0.00
10/29/12	Waste Mgmt. Oct-Nov-Dec	64.02		64.02
11/01/12	Rent	1,045.00		1,109.02

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
11/06/12	Ck#1037		1,045.00	64.02
12/01/12	Rent	1,076.00		1,140.02
12/06/12	Ck#1039		1,077.00	63.02
01/01/13	Rent	1,076.00		1,139.02
01/07/13	Ck#1042		1,077.00	62.02
02/01/13	Rent	1,076.00		1,138.02
02/06/13	Ck#1046		1,138.02	0.00
03/01/13	Rent	1,076.00		1,076.00
03/07/13	Waste Mgmt. Jan-Feb-Mar	64.02		1,140.02
03/07/13	Ck#1049		1,077.00	63.02
03/12/13	1/2 RAP City of Oakland	15.00		78.02
04/01/13	Rent	1,076.00		1,154.02
04/08/13	Ck#1015		1,077.00	77.02
04/19/13	Garbage Apr-May-June	64.02		141.04
05/01/13	Rent	1,076.00		1,217.04
05/06/13	CK#1051		1,153.02	64.02
06/01/13	Rent	1,076.00		1,140.02
06/07/13	Ck#1052		1,077.00	63.02
06/24/13	Ck#1055		63.02	0.00
07/01/13	Rent	1,076.00		1,076.00
07/11/13	CK#1057		576.00	500.00
07/24/13	CK#1058		500.00	0.00
07/26/13	Waste Mgmt Jul Aug Sept	65.98		65.98
08/01/13	Rent	1,076.00		1,141.98
08/08/13	Ck#1060		500.00	641.98
08/26/13	Ck#1061		576.00	65.98
09/01/13	Rent	1,076.00		1,141.98
09/09/13	CK#1546		538.00	603.98
09/19/13	Ck#1547		538.00	65.98
10/01/13	Rent	1,076.00		1,141.98
10/04/13	Trash Oct-Nov-Dec 2013	65.97		1,207.95
10/11/13	Ck#1549		538.00	669.95
10/11/13	Ck#1064		65.00	604.95
10/30/13	Ck#1066		538.00	66.95
11/01/13	Rent	1,076.00		1,142.95

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
11/14/13	Adjustment		.98	1,141.97
11/15/13	CK#1067		538.00	603.97
12/01/13	Rent	1,076.00		1,679.97
12/03/13	Ck#1550		538.00	1,141.97
12/16/13	Ck#1551		538.00	603.97
12/30/13	Ck#1068		538.00	65.97
01/01/14	Rent	1,076.00		1,141.97
01/02/14	NSF Ck#1068		-538.00	1,679.97
01/10/14	Ck#1553		538.00	1,141.97
01/28/14	Trash Jan-Feb-Mar	65.97		1,207.94
01/30/14	Ck#1555		1,076.00	131.94
02/01/14	Rent	1,076.00		1,207.94
02/12/14	1/2 RAP City of Oakland	15.00		1,222.94
02/21/14	Ck#1556		850.00	372.94
02/26/14	CK#1557		291.97	80.97
03/01/14	Rent	1,076.00		1,156.97
03/21/14	Ck#1558		800.00	356.97
03/26/14	Ck#1559		357.00	-.03
04/01/14	Rent	1,076.00		1,075.97
04/08/14	Trash Apr-May-June	65.97		1,141.94
04/15/14	CK#1560		1,076.00	65.94
05/01/14	Rent	1,098.00		1,163.94
05/14/14	CK#1562		1,163.94	0.00
06/01/14	Rent	1,098.00		1,098.00
06/13/14	CK#1563		1,098.00	0.00
07/01/14	Rent	1,098.00		1,098.00
07/14/14	Trash July-Aug-Sept	66.63		1,164.63
07/16/14	Ck#1565		250.00	914.63
07/18/14	Ck#1566		848.00	66.63
08/01/14	Rent	1,098.00		1,164.63
08/11/14	Ck#1567		1,098.00	66.63
09/01/14	Rent	1,098.00		1,164.63
09/16/14	Ck#1570		1,098.00	66.63
10/01/14	Rent	1,098.00		1,164.63
10/09/14	Trash Oct-Nov-Dec	66.63		1,231.26
10/13/14	Ck#blank		1,164.63	66.63



DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
11/01/14	Rent	1,098.00		1,164.63
11/12/14	CK#blank		1,164.63	0.00
12/01/14	Rent	1,098.00		1,098.00
12/12/14	Ck#blank		1,098.00	0.00
12/23/14	NSF Ck#blank		-1,098.00	1,098.00
12/24/14	Cashiers Ck#0000881357		1,098.00	0.00
01/01/15	Rent	1,098.00		1,098.00
01/08/15	Trash Jan-Feb-March	66.63		1,164.63
01/14/15	CK#blank		1,098.00	66.63
02/01/15	Rent	1,098.00		1,164.63
02/13/15	Ck#blank		1,164.63	0.00
03/01/15	Rent	1,098.00		1,098.00
03/12/15	CK#blank		1,098.00	0.00
03/16/15	1/2 RAP City of Oakland	15.00		15.00
03/16/15	NSF Ck#blank		-1,098.00	1,113.00
03/18/15	Cashiers Ck#0002303521		1,098.00	15.00
04/01/15	Rent	1,098.00		1,113.00
04/10/15	Trash Apr-May-June	66.63		1,179.63
04/14/15	CK#blank		1,098.00	81.63
05/01/15	Rent	1,098.00		1,179.63
05/15/15	Ck#1001		1,098.00	81.63
06/01/15	Rent	1,098.00		1,179.63
06/12/15	CK#1002		1,179.63	0.00
07/01/15	Rent	1,098.00		1,098.00
07/08/15	Trash Jul-Aug-Sept	96.30		1,194.30
07/13/15	CK#1005		1,098.00	96.30
08/01/15	Rent	1,098.00		1,194.30
08/06/15	Ck#1006		1,098.00	96.30
09/01/15	Rent	1,098.00		1,194.30
09/11/15	CK#0505		1,098.00	96.30
10/01/15	Rent	1,098.00		1,194.30
10/08/15	Trash Oct-Nov-Dec 2015	96.30		1,290.60
10/13/15	CK#1007		1,195.00	95.60
11/01/15	Rent	1,098.00		1,193.60

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
11/10/15	Ck#1479		1,098.00	95.60
12/01/15	Rent	1,098.00		1,193.60
12/14/15	CK#1003		1,098.00	95.60
01/01/16	Rent	1,116.66		1,212.26
01/06/16	Trash Jan-Feb-March	96.30		1,308.56
01/15/16	Ck#1002		1,115.60	192.96
02/01/16	Rent	1,116.66		1,309.62
02/09/16	CK#1004		1,117.72	191.90
03/01/16	Rent	1,116.66		1,308.56
03/14/16	CK#101		1,119.00	189.56
04/01/16	Rent	1,116.66		1,306.22
04/05/16	Trash Apr-May-June	96.30		1,402.52
04/11/16	CK#1594		1,308.56	93.96
04/15/16	1/2 RAP Fee	15.00		108.96
05/01/16	Rent	1,116.66		1,225.62
05/11/16	Ck#1596		1,117.00	108.62
06/01/16	Rent	1,116.66		1,225.28
06/14/16	Ck#1593		852.00	373.28
06/14/16	CK#104		265.00	108.28
07/01/16	Rent	1,116.66		1,224.94
07/12/16	Ck#1597		1,117.00	107.94
08/01/16	Rent	1,116.66		1,224.60
08/12/16	CK#1598		1,117.00	107.60
09/01/16	Rent	1,116.66		1,224.26
09/13/16	CK#1599		1,224.26	0.00
10/01/16	Rent	1,116.66		1,116.66
10/12/16	Trash Oct-Nov-Dec	106.56		1,223.22
10/13/16	CK#1600		1,117.00	106.22
11/01/16	Rent	1,116.66		1,222.88
11/15/16	Ck#1601		1,116.66	106.22
12/01/16	Rent	1,116.66		1,222.88
12/12/16	Ck#1602		1,116.66	106.22
01/01/17	Rent	1,138.99		1,245.21

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
01/04/17	Trash Jan-Feb-March	106.56		1,351.77
01/25/17	Ck#101		1,138.99	212.78
02/01/17	Rent	1,138.99		1,351.77
02/24/17	Ck#1006		1,138.99	212.78
03/01/17	Rent	1,138.99		1,351.77
03/13/17	RAP Fees 1/2	34.00		1,385.77
03/14/17	Ck#1604		1,138.99	246.78
04/01/17	Rent	1,138.99		1,385.77
04/06/17	Trash Apr-May-June	106.56		1,492.33
04/11/17	Ck#1605		1,279.38	212.95
05/01/17	Rent	1,138.99		1,351.94
05/08/17	CK#1607		1,138.99	212.95
05/19/17	Ck#1608		212.95	0.00
06/01/17	Rent	1,138.99		1,138.99
06/14/17	Ck#1610		1,140.00	-1.01
07/01/17	Rent	1,138.99		1,137.98
07/07/17	Trash Jul-Aug-Sept	118.23		1,256.21
07/11/17	Ck#1611		1,038.99	217.22
08/01/17	Rent	1,138.99		1,356.21
08/01/17	Ck#1612		100.00	1,256.21
08/09/17	Ck#1613		1,138.99	117.22
09/01/17	Rent	1,138.99		1,256.21
09/12/17	Ck#1615		1,138.99	117.22
10/01/17	Rent	1,138.99		1,256.21
10/03/17	Trash Oct-Nov-Dec	118.23		1,374.44
10/16/17	Ck#1616		1,138.99	235.45
10/23/17	Ck#1617		117.22	118.23
11/01/17	Rent	1,138.99		1,257.22
11/22/17	Ck#1622		1,038.99	218.23
12/01/17	Rent	1,138.99		1,357.22
12/15/17	Ck#1624		1,138.99	218.23
01/01/18	Rent	1,165.18		1,383.41
01/03/18	Trash Jan-Feb-March	118.23		1,501.64
01/11/18	Ck#1625		1,167.00	334.64
02/01/18	Rent	1,165.18		1,499.82

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
02/07/18	1/2 Rent Adjust. Prog.	34.00		1,533.82
02/15/18	Ck#1628		1,167.00	366.82
03/01/18	Rent	1,165.18		1,532.00
03/15/18	Ck#1661		1,167.00	365.00
04/01/18	Rent	1,165.18		1,530.18
04/09/18	Trash Apr-May-June	118.23		1,648.41
04/16/18	Ck#1663		1,166.00	482.41
05/01/18	Rent	1,165.18		1,647.59
05/10/18	Rent Credit for water	-100.00		1,547.59
05/24/18	Ck#1666		1,065.18	482.41
06/01/18	Rent	1,165.18		1,647.59
06/14/18	Ck#1669		1,165.18	482.41
07/01/18	Rent	1,165.18		1,647.59
07/06/18	Trash Jul-Aug-Sept	149.82		1,797.41
07/12/18	Ck#1672		1,167.00	630.41
08/01/18	Rent	1,165.18		1,795.59
08/14/18	CK#1675		1,166.00	629.59
09/01/18	Rent	1,165.18		1,794.77
09/14/18	Ck#1678		1,166.00	628.77
10/01/18	Rent	1,165.18		1,793.95
10/03/18	Trash Oct-Nov-Dec	124.62		1,918.57
10/04/18	Water leak credit	-216.25		1,702.32
10/04/18	Water leak overage credit		-216.25	1,918.57
10/12/18	Ck#1629		600.00	1,318.57
10/12/18	Ck#103		200.00	1,118.57
10/15/18	Ck#1630		366.00	752.57

HISTORICAL TENANT LEDGER

11/13/18

NAME : Richard Stahl  
 ADDRESS : 347 Somerset Road  
 : Oakland, CA 94611  
 CODE : Stahl  
 UNIT : 11 - 47

RENT : 1,177.92  
 DEPOSIT : 1,000.00  
 MOVE IN DATE : 10/01/04  
 DUE DAY : 1  
 [REDACTED] : [REDACTED] [REDACTED] [REDACTED]

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
	Balance Forward			0.00
09/29/04	Security Deposit	1,000.00		1,000.00
09/29/04	Ck#934		2,000.00	-1,000.00
10/01/04	Rent	1,000.00		0.00
10/08/04	WasteMgmt-Oct Nov Dec	69.54		69.54
11/01/04	Rent	1,000.00		1,069.54
11/01/04	Ck#941		69.54	1,000.00
11/05/04	Ck#943		1,000.00	0.00
12/01/04	Rent	1,000.00		1,000.00
12/06/04	Ck#973		1,000.00	0.00
01/01/05	Rent	1,000.00		1,000.00
01/05/05	Ck#960		1,000.00	0.00
01/13/05	WM JAN FEB MAR SERVICE	69.54		69.54
02/01/05	Rent	1,000.00		1,069.54
02/07/05	Ck#966		1,069.54	0.00
02/18/05	1/2 Oak.Prog.Service Fee	12.00		12.00
03/01/05	Rent	1,000.00		1,012.00
03/07/05	Ck#978		1,012.00	0.00
03/30/05	WM APR MAY JUN SERVICE	69.54		69.54
04/01/05	Rent	1,000.00		1,069.54
04/07/05	Reimb: Phone jack repair	-55.00		1,014.54
04/07/05	Ck#988		1,069.54	-55.00
04/07/05	Reimb: Phone Jack repair		-55.00	0.00
05/01/05	Rent	1,000.00		1,000.00
05/02/05	Ck#994		1,000.00	0.00
06/01/05	Rent	1,000.00		1,000.00
06/08/05	Ck#1000		1,000.00	0.00
07/01/05	Rent	1,000.00		1,000.00

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
07/07/05	Ck#410489024		1,000.00	0.00
07/18/05	Waste Mgmt. Jul Aug Sept	74.46		74.46
08/01/05	Rent	1,000.00		1,074.46
08/09/05	Ck#1001		1,074.46	0.00
09/01/05	Rent	1,000.00		1,000.00
09/09/05	Ck#1005		1,000.00	0.00
10/01/05	Rent	1,019.00		1,019.00
10/06/05	Ck#1006		1,019.00	0.00
10/07/05	WM OCT NOV DEC	74.46		74.46
11/01/05	Rent	1,019.00		1,093.46
11/08/05	Ck#1007		1,019.00	74.46
12/01/05	Rent	1,019.00		1,093.46
12/06/05	Ck#1009		1,093.46	0.00
01/01/06	Rent	1,019.00		1,019.00
01/04/06	WM JAN FEB MAR	74.46		1,093.46
01/09/06	Ck#1012		1,019.00	74.46
02/01/06	Rent	1,019.00		1,093.46
02/08/06	Mouse trap reimb.	-7.36		1,086.10
02/08/06	Ck#1015		1,086.10	0.00
02/13/06	1/2 Annual Rent Serv.Fee	12.00		12.00
02/21/06	Reimb: PG&E overpaid	-1,266.65		-1,254.65
02/21/06	Reimb: PG&E 16 months		-1,266.65	12.00
03/01/06	Rent	1,019.00		1,031.00
03/07/06	PG&E Credit	-100.00		931.00
03/07/06	Ck#1016		919.00	12.00
03/17/06	PG&E 2/12/06-3/13/06	35.00		47.00
04/01/06	Rent	1,019.00		1,066.00
04/10/06	Waste Mgmt. Apr May June	74.46		1,140.46
04/11/06	PG&E credit	-100.00		1,040.46
04/11/06	Ck#1018		966.00	74.46
04/21/06	PG&E 3/14/06-4/11/06	35.00		109.46
05/01/06	Rent	1,019.00		1,128.46
05/05/06	Ck#1020		1,093.00	35.46
05/19/06	PG&E 4/12/06-5/12/06	35.00		70.46
06/01/06	Rent	1,019.00		1,089.46
06/13/06	Ck#1024		1,094.00	-4.54

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
06/20/06	PG&E 5/13/06-6/12/06	35.00		30.46
07/01/06	Rent	1,019.00		1,049.46
07/06/06	WM Jul Aug Sept	75.72		1,125.18
07/12/06	Ck#1025		1,049.00	76.18
07/27/06	PG&E 6/13/06-7/13/06	35.00		111.18
08/01/06	Rent	1,019.00		1,130.18
08/08/06	Ck#1028		1,095.18	35.00
08/16/06	PG&E 7/14/06-8/11/06	35.00		70.00
09/01/06	Rent	1,019.00		1,089.00
09/14/06	Reimb: Liquid Drain	-10.00		1,079.00
09/14/06	Ck#1030		1,079.00	0.00
09/20/06	PG&E 8/12/06-9/12/06	35.00		35.00
10/01/06	Rent	1,052.00		1,087.00
10/04/06	Waste Mgmt. Oct Nov Dec	75.72		1,162.72
10/06/06	Ck#1032		1,054.00	108.72
10/16/06	PG&E 9/13/06-10/11/06	35.00		143.72
11/01/06	Rent	1,052.00		1,195.72
11/09/06	Ck#1034		1,195.72	0.00
11/16/06	PG&E 10/12/06-11/09/06	35.00		35.00
12/01/06	Rent	1,052.00		1,087.00
12/12/06	Ck#1038		1,094.00	-7.00
12/18/06	PG&E 11/10/06-12/09/06	35.00		28.00
01/01/07	Rent	1,052.00		1,080.00
01/08/07	WM Jan Feb Mar	75.72		1,155.72
01/09/07	Ck#1040		1,080.00	75.72
01/22/07	PG&E 12/10/06-01/10/07	35.00		110.72
01/31/07	Credit-4 days repairs	-140.27		-29.55
02/01/07	Rent	1,052.00		1,022.45
02/08/07	Ck#1044		1,160.00	-137.55
02/13/07	PG&E 1/11/07-2/8/07	35.00		-102.55
02/14/07	Rent Adj.Program Fee	12.00		-90.55
03/01/07	Rent	1,052.00		961.45
03/06/07	Ck#1051		961.00	.45
03/19/07	PG&E 2/9/07-3/12/07	35.00		35.45
04/01/07	Rent	1,052.00		1,087.45
04/06/07	Waste Mgmt. Apr May June	75.72		1,163.17
04/10/07	Ck#1055		1,085.00	78.17

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
04/16/07	No use tub/shower repair	-75.00		3.17
04/17/07	PG&E 3/13/07-4/11/07	35.00		38.17
05/01/07	Rent	1,052.00		1,090.17
05/09/07	Ck#1056		1,090.00	.17
05/29/07	PG&E 4/12/07-5/10/07	35.00		35.17
06/01/07	Rent	1,052.00		1,087.17
06/13/07	Reimb: Glenview Hardwre	-9.66		1,077.51
06/13/07	Ck#1045		1,075.00	2.51
06/13/07	Reimb:Glenview Hardware		-9.66	12.17
06/21/07	PG&E 5/11/07-6/12/07	35.00		47.17
07/01/07	Rent	1,052.00		1,099.17
07/09/07	Ck#1060		1,085.00	14.17
07/10/07	WM July Aug Sept	77.52		91.69
08/01/07	Rent	1,052.00		1,143.69
08/08/07	Ck#1047		1,150.00	-6.31
08/20/07	PG&E 7/12/07-8/09/07	35.00		28.69
09/01/07	Rent	1,052.00		1,080.69
09/12/07	Ck#1061		1,080.69	0.00
09/18/07	PG&E 8/10/07-9/11/07	35.00		35.00
10/01/07	Rent	1,052.00		1,087.00
10/02/07	Ck#1063		1,087.00	0.00
10/15/07	WM Oct Nov Dec	51.68		51.68
11/01/07	Rent	1,052.00		1,103.68
11/06/07	Ck#1049		1,100.00	3.68
11/16/07	PG&E 10/11/07-11/08/07	35.00		38.68
12/01/07	Rent	1,052.00		1,090.68
12/07/07	Ck#1064		1,070.00	20.68
12/18/07	PG&E 11/9/07-12/8/07	35.00		55.68
01/01/08	Rent	1,052.00		1,107.68
01/07/08	Ck#1065		1,107.68	0.00
01/14/08	PG&E 12/09/07-1/09-08	35.00		35.00
01/15/08	WM Jan Feb Mar	77.52		112.52
02/01/08	Rent	1,052.00		1,164.52
02/11/08	Ck#1067		1,100.00	64.52
02/14/08	PG&E 1/10/08-2/7/08	35.00		99.52
03/01/08	Rent	1,052.00		1,151.52



DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
03/04/08	Reimb: paint	-2.71		1,148.81
03/04/08	Ck#1069		1,100.00	48.81
03/13/08	PG&E 2/8/08-3/8/08	35.00		83.81
04/01/08	Rent	1,052.00		1,135.81
04/07/08	Waste Mgmt. Apr May June	77.52		1,213.33
04/11/08	PG&E 3/9/08-4/7/08	35.00		1,248.33
04/11/08	Ck#1076		1,150.00	98.33
05/01/08	Rent	1,052.00		1,150.33
05/05/08	Ck#1078		1,100.00	50.33
05/15/08	PG&E 4/8/08-5/8/08	35.00		85.33
06/01/08	Rent	1,052.00		1,137.33
06/03/08	Reimb: plunger	-9.78		1,127.55
06/03/08	Ck#1082		1,125.00	2.55
06/17/08	PG&E 5/9/08-6/7/08	35.00		37.55
07/01/08	Rent	1,052.00		1,089.55
07/08/08	Waste Mgmt. Jul Aug Sept	79.53		1,169.08
07/14/08	Ck#1084		1,100.00	69.08
07/15/08	PG&E 6/8/08-7/9/08	35.00		104.08
08/01/08	Rent	1,052.00		1,156.08
08/14/08	PG&E 7/10/08-8/7/08	35.00		1,191.08
08/18/08	Ck#1086		1,120.00	71.08
09/01/08	Rent	1,052.00		1,123.08
09/05/08	Ck#1087		71.08	1,052.00
09/05/08	Ck#1087		1,052.00	0.00
09/24/08	PG&E 8/8/08-9/8/08	35.00		35.00
10/01/08	Rent	1,052.00		1,087.00
10/06/08	Ck#1089		1,100.00	-13.00
10/07/08	WM Oct Nov Dec Service	79.53		66.53
10/10/08	Monthly-laundry room cln	-40.00		26.53
10/16/08	PG&E 9/9/08-10/7/08	35.00		61.53
11/01/08	Rent	1,052.00		1,113.53
11/01/08	Rent Credit/CleanLaundry	-40.00		1,073.53
11/05/08	Ck#1090		1,073.53	0.00
11/18/08	PG&E 10/08-11/05/08	35.00		35.00
12/01/08	Rent	1,052.00		1,087.00
12/01/08	Rent Credit/CleanLaundry	-40.00		1,047.00
12/08/08	CK#1091		1,000.00	47.00
12/16/08	PG&E 11/06/08-12/05/08	35.00		82.00

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
12/29/08	reimb: fuses bought unit	-12.16		69.84
12/29/08	Ck#1070		82.00	-12.16
01/01/09	Rent	1,052.00		1,039.84
01/01/09	Rent Credit/CleanLaundry	-40.00		999.84
01/08/09	Ck#1071		1,100.00	-100.16
01/16/09	PG&E 12/6/08-1/7/09	35.00		-65.16
02/01/09	Rent	1,052.00		986.84
02/01/09	Rent Credit/CleanLaundry	-40.00		946.84
02/03/09	Ck#1094		975.00	-28.16
02/06/09	Rent Adj.Program fee 1/2	15.00		-13.16
02/13/09	PG&E 1/8/09-2/5/09	35.00		21.84
02/17/09	Waste Mgmt Jan Feb Mar	79.53		101.37
03/01/09	Rent	1,052.00		1,153.37
03/01/09	Rent Credit/CleanLaundry	-40.00		1,113.37
03/03/09	Ck#1096		1,100.00	13.37
04/01/09	Rent	1,052.00		1,065.37
04/01/09	Rent Credit/CleanLaundry	-40.00		1,025.37
04/01/09	PG&E	35.00		1,060.37
04/08/09	Waste Mgmt. Apr May June	79.53		1,139.90
04/13/09	Ck#1072		1,100.00	39.90
04/18/09	PG&E 3/11/09-4/9/09	35.00		74.90
05/01/09	Rent	1,052.00		1,126.90
05/01/09	Rent Credit/CleanLaundry	-40.00		1,086.90
05/04/09	Ck#1073		1,100.00	-13.10
05/19/09	PG&E 4/10/09-5/8/09	35.00		21.90
06/01/09	Rent	1,052.00		1,073.90
06/01/09	Rent Credit/CleanLaundry	-40.00		1,033.90
06/05/09	Ck#1098		1,100.00	-66.10
06/16/09	PG&E 5/9/09-6/9/09	35.00		-31.10
07/01/09	Rent	1,052.00		1,020.90
07/01/09	Rent Credit/CleanLaundry	-40.00		980.90
07/07/09	Ck#1099		1,100.00	-119.10
07/10/09	Waste Mgmt Jul Aug Sept	81.72		-37.38
07/15/09	PG&E 6/10/09-7/9/09	35.00		-2.38
08/01/09	Rent	1,052.00		1,049.62
08/01/09	Rent Credit/CleanLaundry	-40.00		1,009.62
08/04/09	Ck#1100		1,100.00	-90.38
08/25/09	PG&E 7/10/09-8/7/09	35.00		-55.38
09/01/09	Rent	1,052.00		996.62

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
09/01/09	Rent Credit/CleanLaundry	-40.00		956.62
09/10/09	Ck#1101		1,100.00	-143.38
09/17/09	PG&E 8/8/09-9/8/09	35.00		-108.38
10/01/09	Rent	1,052.00		943.62
10/01/09	Rent Credit/CleanLaundry	-40.00		903.62
10/05/09	Ck#1103		900.00	3.62
10/07/09	Waste Mgmt Oct Nov Dec	81.72		85.34
10/20/09	PG&E 9/9/09-10/7/09	35.00		120.34
11/01/09	Rent	1,052.00		1,172.34
11/01/09	Rent Credit/CleanLaundry	-40.00		1,132.34
11/06/09	Ck#1102		1,132.34	0.00
11/25/09	PG&E 10/8/09-11/5/09	35.00		35.00
12/01/09	Rent	1,052.00		1,087.00
12/01/09	Rent Credit/CleanLaundry	-40.00		1,047.00
12/07/09	Ck#1104		1,100.00	-53.00
12/14/09	PG&E 11/06/09-12/07/09	35.00		-18.00
01/01/10	Rent	1,052.00		1,034.00
01/01/10	Rent Credit/CleanLaundry	-40.00		994.00
01/07/10	WM Jan Feb March	81.72		1,075.72
01/07/10	Ck#1105		1,100.00	-24.28
02/01/10	Rent	1,052.00		1,027.72
02/01/10	Rent Credit/CleanLaundry	-40.00		987.72
02/05/10	Ck#1106		1,100.00	-112.28
02/17/10	PG&E 1/7/10-2/8/10	35.00		-77.28
02/25/10	City of Oak Rent Program	15.00		-62.28
03/01/10	Rent	1,052.00		989.72
03/01/10	Rent Credit/CleanLaundry	-40.00		949.72
03/08/10	Ck#1108		1,100.00	-150.28
03/17/10	PG&E 2/9/10-3/9/10	35.00		-115.28
04/01/10	Rent	1,052.00		936.72
04/01/10	Rent Credit/CleanLaundry	-40.00		896.72
04/06/10	Ck#1110		1,100.00	-203.28
04/12/10	Waste Mgmt Apr May June	81.72		-121.56
04/19/10	PG&E 3/10/10-4/9/10	35.00		-86.56
05/01/10	Rent	1,052.00		965.44
05/01/10	Rent Credit/CleanLaundry	-40.00		925.44
05/05/10	Ck#1111		1,100.00	-174.56
05/18/10	PG&E 4/10/10-5/10/10	35.00		-139.56
06/01/10	Rent	1,052.00		912.44

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
06/01/10	Rent Credit/CleanLaundry	-40.00		872.44
06/08/10	Ck#1113		1,100.00	-227.56
06/15/10	PG&E 5/11/10-6/9/10	35.00		-192.56
07/01/10	Rent	1,052.00		859.44
07/01/10	Rent Credit/CleanLaundry	-40.00		819.44
07/12/10	Ck#1115		1,100.00	-280.56
07/20/10	Waste Mgmt Jul Aug Sept	83.04		-197.52
07/21/10	PG&E 6/10/10-7/9/10	35.00		-162.52
08/01/10	Rent	1,052.00		889.48
08/01/10	Rent Credit/CleanLaundry	-40.00		849.48
08/05/10	Ck#1116		885.00	-35.52
08/17/10	PG&E 7/10/10-8/10/10	35.00		-.52
09/01/10	Rent	1,052.00		1,051.48
09/01/10	Rent Credit/CleanLaundry	-40.00		1,011.48
09/08/10	Ck#1118		1,000.00	11.48
09/29/10	PG&E 8/11/10-9/9/10	35.00		46.48
10/01/10	Rent	1,052.00		1,098.48
10/01/10	Rent Credit/CleanLaundry	-40.00		1,058.48
10/05/10	Ck#1119		1,023.00	35.48
10/13/10	Waste Mgmt Oct Nov Dec	83.04		118.52
10/14/10	PG&E 9/10/10-10/7/10	35.00		153.52
11/01/10	Rent	1,052.00		1,205.52
11/01/10	Rent Credit/CleanLaundry	-40.00		1,165.52
11/04/10	Ck#1120		1,200.00	-34.48
11/16/10	PG&E 10/8/10-11/6/10	35.00		.52
12/01/10	Rent	1,052.00		1,052.52
12/01/10	Rent Credit/CleanLaundry	-40.00		1,012.52
12/13/10	Ck#1121		1,012.52	0.00
12/14/10	PG&E 11/07/10-12/8/10	35.00		35.00
01/01/11	Rent	1,052.00		1,087.00
01/01/11	Rent Credit/CleanLaundry	-40.00		1,047.00
01/10/11	reimb. fuses glenviewhdw	-13.15		1,033.85
01/10/11	Ck#1122		1,050.00	-16.15
01/24/11	PG&E 12/09/10-1/6/11	35.00		18.85
01/24/11	Waste Mgmt Jan Feb March	83.04		101.89
02/01/11	Rent	1,052.00		1,153.89
02/01/11	Rent Credit/CleanLaundry	-40.00		1,113.89
02/07/11	Ck#1123		1,150.00	-36.11
02/16/11	PG&E 1/7/11-2/7/11	35.00		-1.11

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
03/01/11	Rent	1,052.00		1,050.89
03/01/11	Rent Credit/CleanLaundry	-40.00		1,010.89
03/07/11	Ck#1125		1,100.00	-89.11
03/21/11	PG&E 2/8/11-3/10/11	35.00		-54.11
03/30/11	RAP City of Oakland	15.00		-39.11
04/01/11	Rent	1,052.00		1,012.89
04/01/11	Rent Credit/CleanLaundry	-40.00		972.89
04/06/11	Ck#1126		1,050.00	-77.11
04/13/11	Waste Mgmt Apr May June	83.04		5.93
04/18/11	PG&E 3/10/11-4/7/11	35.00		40.93
05/01/11	Rent	1,052.00		1,092.93
05/01/11	Rent Credit/CleanLaundry	-40.00		1,052.93
05/09/11	Ck#1127		1,050.00	2.93
05/26/11	PG&E 4/8/11-5/10/11	35.00		37.93
06/01/11	Rent	1,052.00		1,089.93
06/01/11	Rent Credit/CleanLaundry	-40.00		1,049.93
06/06/11	Ck#1130		1,050.00	-.07
06/27/11	PG&E 5/10/11-6/9/11	35.00		34.93
07/01/11	Rent	1,052.00		1,086.93
07/01/11	Rent Credit/CleanLaundry	-40.00		1,046.93
07/12/11	Ck#1133		1,050.00	-3.07
07/19/11	PG&E 6/9/11-7/8/11	35.00		31.93
07/27/11	Waste Mgmt Jul Aug Sept	83.94		115.87
08/01/11	Rent	1,052.00		1,167.87
08/01/11	Rent Credit/CleanLaundry	-40.00		1,127.87
08/05/11	CK#1134		1,050.00	77.87
08/18/11	PG&E 7/9/11-8/8/11	35.00		112.87
09/01/11	Rent	1,052.00		1,164.87
09/01/11	Rent Credit/CleanLaundry	-40.00		1,124.87
09/08/11	Ck#1135		1,100.00	24.87
09/15/11	PG&E 8/9/11-9/8/11	35.00		59.87
10/01/11	Rent	1,073.00		1,132.87
10/01/11	Rent Credit/CleanLaundry	-40.00		1,092.87
10/12/11	Ck#1136		1,100.00	-7.13
10/17/11	Waste Mgmt Oct Nov Dec	83.94		76.81
10/18/11	PG&E 9/8/11-10/6/11	35.00		111.81
11/01/11	Rent	1,073.00		1,184.81
11/01/11	Rent Credit/CleanLaundry	-40.00		1,144.81

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
11/15/11	Ck#1137		1,144.81	0.00
11/16/11	PG&E 10/7/11-11/4/11	35.00		35.00
12/01/11	Rent	1,073.00		1,108.00
12/01/11	Rent Credit/CleanLaundry	-40.00		1,068.00
12/07/11	Ck#1138		1,100.00	-32.00
12/20/11	PG&E 11/5/11-12/6/11	35.00		3.00
01/01/12	Rent	1,073.00		1,076.00
01/01/12	Rent Credit/CleanLaundry	-40.00		1,036.00
01/05/12	Ck#1141		1,100.00	-64.00
01/10/12	Waste Mgmt Jan Feb Mar	83.94		19.94
01/26/12	PG&E 12/7-1/6/12	35.00		54.94
02/01/12	Rent	1,073.00		1,127.94
02/01/12	Rent Credit/CleanLaundry	-40.00		1,087.94
02/10/12	Rent Adj Program Fee	15.00		1,102.94
02/13/12	Ck#1144		1,087.94	15.00
02/24/12	PG&E 1/7/12-2/6/12	35.00		50.00
03/01/12	Rent	1,073.00		1,123.00
03/01/12	Rent Credit/CleanLaundry	-40.00		1,083.00
03/07/12	Ck#1146		1,100.00	-17.00
03/28/12	PG&E 2/7/12-3/7/12	35.00		18.00
04/01/12	Rent	1,073.00		1,091.00
04/01/12	Rent Credit/CleanLaundry	-40.00		1,051.00
04/11/12	reimb. hardware/fuses	-13.46		1,037.54
04/11/12	Ck#1147		1,000.00	37.54
04/18/12	PG&E 3/8/12-4/5/12	35.00		72.54
04/24/12	Waste Mgmt Apr May June	83.94		156.48
05/01/12	Rent	1,073.00		1,229.48
05/01/12	Rent Credit/CleanLaundry	-40.00		1,189.48
05/10/12	CK#1148		1,100.00	89.48
05/29/12	PG&E 4/6/12 - 5/7/12	35.00		124.48
06/01/12	Rent	1,073.00		1,197.48
06/01/12	Rent Credit/CleanLaundry	-40.00		1,157.48
06/11/12	Ck#1149		1,100.00	57.48
06/25/12	PG&E 5/8/12-6/6/12	35.00		92.48
07/01/12	Rent	1,073.00		1,165.48
07/01/12	Rent Credit/CleanLaundry	-40.00		1,125.48
07/13/12	Ck#1150		1,100.00	25.48
07/27/12	Waste Mgmt July Aug Sept	85.89		111.37
07/27/12	PG&E 6/7/12 - 7/6/12	35.00		146.37

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
08/01/12	Rent	1,073.00		1,219.37
08/01/12	Rent Credit/CleanLaundry	-40.00		1,179.37
08/13/12	Cashiers CK#000056744		1,100.00	79.37
08/27/12	PG&E 7/7/12-8/6/12	35.00		114.37
09/01/12	Rent	1,073.00		1,187.37
09/01/12	Rent Credit/CleanLaundry	-40.00		1,147.37
09/10/12	Ck#0067046424		1,100.00	47.37
09/21/12	PG&E 8/7/12-9/5/12	35.00		82.37
10/01/12	Rent	1,073.00		1,155.37
10/01/12	Rent Credit/CleanLaundry	-40.00		1,115.37
10/01/12	Ck#0074716343		1,100.00	15.37
10/22/12	PG&E 9/6/12 - 10/4/12	35.00		50.37
10/29/12	Waste Mgmt. Oct-Nov-Dec	85.89		136.26
11/01/12	Rent	1,073.00		1,209.26
11/01/12	Rent Credit/CleanLaundry	-40.00		1,169.26
11/01/12	PG&E Monthly Charge	35.00		1,204.26
11/02/12	Ck#0086472276		1,100.00	104.26
12/01/12	Rent	1,073.00		1,177.26
12/01/12	Rent Credit/CleanLaundry	-40.00		1,137.26
12/01/12	PG&E Monthly Charge	35.00		1,172.26
12/03/12	Ck#0097135424		1,100.00	72.26
01/01/13	Rent	1,073.00		1,145.26
01/01/13	Rent Credit/CleanLaundry	-40.00		1,105.26
01/01/13	PG&E Monthly Charge	35.00		1,140.26
01/07/13	Ck#0009761933		1,100.00	40.26
02/01/13	Rent	1,073.00		1,113.26
02/01/13	Rent Credit/CleanLaundry	-40.00		1,073.26
02/01/13	PG&E Monthly Charge	35.00		1,108.26
02/04/13	Ck#0020274366		1,100.00	8.26
03/01/13	Rent	1,073.00		1,081.26
03/01/13	Rent Credit/CleanLaundry	-40.00		1,041.26
03/01/13	PG&E Monthly Charge	35.00		1,076.26
03/01/13	Ck#0040463388		1,100.00	-23.74
03/07/13	Waste Mgmt. Jan-Feb-Mar	85.89		62.15
03/12/13	1/2 RAP City of Oakland	15.00		77.15
04/01/13	Rent	1,073.00		1,150.15
04/01/13	Rent Credit/CleanLaundry	-40.00		1,110.15
04/01/13	PG&E Monthly Charge	35.00		1,145.15

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
04/02/13	Ck#0053169318		1,100.00	45.15
04/19/13	Garbage Apr-May-June	85.89		131.04
05/01/13	Rent	1,073.00		1,204.04
05/01/13	Rent Credit/CleanLaundry	-40.00		1,164.04
05/01/13	PG&E Monthly Charge	35.00		1,199.04
05/03/13	Ck#0064729293		1,100.00	99.04
06/01/13	Rent	1,073.00		1,172.04
06/01/13	Rent Credit/CleanLaundry	-40.00		1,132.04
06/01/13	PG&E Monthly Charge	35.00		1,167.04
06/07/13	Ck#0077431248		1,100.00	67.04
07/01/13	Rent	1,073.00		1,140.04
07/01/13	Rent Credit/CleanLaundry	-40.00		1,100.04
07/01/13	PG&E Monthly Charge	35.00		1,135.04
07/08/13	CK#0089158441		1,100.00	35.04
07/26/13	Waste Mgmt Jul Aug Sept	88.36		123.40
08/01/13	Rent	1,073.00		1,196.40
08/01/13	Rent Credit/CleanLaundry	-40.00		1,156.40
08/01/13	PG&E Monthly Charge	35.00		1,191.40
08/08/13	Ck#0099888598		1,100.00	91.40
09/01/13	Rent	1,073.00		1,164.40
09/01/13	Rent Credit/CleanLaundry	-40.00		1,124.40
09/01/13	PG&E Monthly Charge	35.00		1,159.40
09/06/13	Ck#0009926436		1,100.00	59.40
10/01/13	Rent	1,073.00		1,132.40
10/01/13	Rent Credit/CleanLaundry	-40.00		1,092.40
10/01/13	PG&E Monthly Charge	35.00		1,127.40
10/04/13	Trash Oct-Nov-Dec 2013	88.35		1,215.75
10/11/13	Ck#0022875470		1,100.00	115.75
10/21/13	Reimb. Fuses & Bulbs	-25.03		90.72
10/21/13	Reimb. Ace Hardware Fuses		-25.03	115.75
11/01/13	Rent	1,073.00		1,188.75
11/01/13	Rent Credit/CleanLaundry	-40.00		1,148.75
11/01/13	PG&E Monthly Charge	35.00		1,183.75
11/01/13	Ck#0042623486		1,100.00	83.75
12/01/13	Rent	1,073.00		1,156.75
12/01/13	Rent Credit/CleanLaundry	-40.00		1,116.75
12/01/13	PG&E Monthly Charge	35.00		1,151.75
12/03/13	Ck#0055411227		1,125.00	26.75
01/01/14	Rent	1,073.00		1,099.75



DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
01/01/14	Rent Credit/CleanLaundry	-40.00		1,059.75
01/01/14	PG&E Monthly Charge	35.00		1,094.75
01/06/14	Ck#0067669904		1,100.00	-5.25
01/28/14	Trash Jan-Feb-Mar	88.35		83.10
02/01/14	Rent	1,073.00		1,156.10
02/01/14	Rent Credit/CleanLaundry	-40.00		1,116.10
02/01/14	PG&E Monthly Charge	35.00		1,151.10
02/07/14	Ck#0078171727		1,100.00	51.10
02/12/14	1/2 RAP City of Oakland	15.00		66.10
03/01/14	Rent	1,073.00		1,139.10
03/01/14	Rent Credit/CleanLaundry	-40.00		1,099.10
03/01/14	PG&E Monthly Charge	35.00		1,134.10
03/07/14	Ck#0086390152		1,100.00	34.10
04/01/14	Rent	1,073.00		1,107.10
04/01/14	Rent Credit/CleanLaundry	-40.00		1,067.10
04/01/14	PG&E Monthly Charge	35.00		1,102.10
04/04/14	Ck#0095906848		1,100.00	2.10
04/08/14	Trash Apr-May-June	88.35		90.45
05/01/14	Rent	1,110.00		1,200.45
05/01/14	Rent Credit/CleanLaundry	-40.00		1,160.45
05/01/14	PG&E Monthly Charge	35.00		1,195.45
05/09/14	Ck#0006984941		1,100.00	95.45
06/01/14	Rent	1,110.00		1,205.45
06/01/14	Rent Credit/CleanLaundry	-40.00		1,165.45
06/01/14	PG&E Monthly Charge	35.00		1,200.45
06/05/14	Ck#0014690099		1,200.00	.45
07/01/14	Rent	1,110.00		1,110.45
07/01/14	Rent Credit/CleanLaundry	-40.00		1,070.45
07/01/14	PG&E Monthly Charge	35.00		1,105.45
07/10/14	Ck#0025502703		1,100.00	5.45
07/14/14	Trash July-Aug-Sept	89.40		94.85
08/01/14	Rent	1,110.00		1,204.85
08/01/14	Rent Credit/CleanLaundry	-40.00		1,164.85
08/01/14	PG&E Monthly Charge	35.00		1,199.85
08/04/14	Ck#0043254306		1,150.00	49.85
09/01/14	Rent	1,110.00		1,159.85
09/01/14	Rent Credit/CleanLaundry	-40.00		1,119.85
09/01/14	PG&E Monthly Charge	35.00		1,154.85
09/05/14	Ck#0052022226		1,150.00	4.85

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
10/01/14	Rent	1,110.00		1,114.85
10/01/14	Rent Credit/CleanLaundry	-40.00		1,074.85
10/01/14	PG&E Monthly Charge	35.00		1,109.85
10/03/14	Csemnt open/strike/spray	-24.85		1,085.00
10/03/14	Reimb. Ace Hrdwr & online		-24.85	1,109.85
10/09/14	Trash Oct-Nov-Dec	89.40		1,199.25
10/09/14	Ck#0062429946		1,150.00	49.25
11/01/14	Rent	1,110.00		1,159.25
11/01/14	Rent Credit/CleanLaundry	-40.00		1,119.25
11/01/14	PG&E Monthly Charge	35.00		1,154.25
11/03/14	Ck#0070867691		1,100.00	54.25
12/01/14	Rent	1,110.00		1,164.25
12/01/14	Rent Credit/CleanLaundry	-40.00		1,124.25
12/01/14	PG&E Monthly Charge	35.00		1,159.25
12/05/14	Ck#0081467079		1,150.00	9.25
01/01/15	Rent	1,110.00		1,119.25
01/01/15	Rent Credit/CleanLaundry	-40.00		1,079.25
01/01/15	PG&E Monthly Charge	35.00		1,114.25
01/08/15	Trash Jan-Feb-March	49.55		1,163.80
01/09/15	CK#0091100051		1,100.00	63.80
02/01/15	Rent	1,110.00		1,173.80
02/01/15	Rent Credit/CleanLaundry	-40.00		1,133.80
02/01/15	PG&E Monthly Charge	35.00		1,168.80
02/09/15	CK#0000914705		1,100.00	68.80
03/01/15	Rent	1,110.00		1,178.80
03/01/15	Rent Credit/CleanLaundry	-40.00		1,138.80
03/01/15	PG&E Monthly Charge	35.00		1,173.80
03/09/15	CK#0009547527		1,100.00	73.80
03/16/15	1/2 RAP City of Oakland	15.00		88.80
04/01/15	Rent	1,110.00		1,198.80
04/01/15	Rent Credit/CleanLaundry	-40.00		1,158.80
04/01/15	PG&E Monthly Charge	35.00		1,193.80
04/06/15	CK#0018266718		1,100.00	93.80
04/10/15	Trash Apr-May-June	66.63		160.43
05/01/15	Rent	1,110.00		1,270.43
05/01/15	Rent Credit/CleanLaundry	-40.00		1,230.43
05/01/15	PG&E Monthly Charge	35.00		1,265.43
05/08/15	Ck#0043662584		1,185.00	80.43
05/08/15	Ck#0043662584		65.00	15.43

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
06/01/15	Rent	1,110.00		1,125.43
06/01/15	Rent Credit/CleanLaundry	-40.00		1,085.43
06/01/15	PG&E Monthly Charge	35.00		1,120.43
06/05/15	CK#0052679383		1,100.00	20.43
07/01/15	Rent	1,110.00		1,130.43
07/01/15	Rent Credit/CleanLaundry	-40.00		1,090.43
07/01/15	PG&E Monthly Charge	35.00		1,125.43
07/06/15	CK#0062546696		1,100.00	25.43
07/08/15	Trash Jul-Aug-Sept	96.30		121.73
08/01/15	Rent	1,110.00		1,231.73
08/01/15	Rent Credit/CleanLaundry	-40.00		1,191.73
08/01/15	PG&E Monthly Charge	35.00		1,226.73
08/03/15	CK#0070565496		1,160.00	66.73
09/01/15	Rent	1,110.00		1,176.73
09/01/15	Rent Credit/CleanLaundry	-40.00		1,136.73
09/01/15	PG&E Monthly Charge	35.00		1,171.73
09/04/15	CK#0079978353		1,100.00	71.73
10/01/15	Rent	1,110.00		1,181.73
10/01/15	Rent Credit/CleanLaundry	-40.00		1,141.73
10/01/15	PG&E Monthly Charge	35.00		1,176.73
10/02/15	CK#0088316586		1,100.00	76.73
10/08/15	Trash Oct-Nov-Dec 2015	96.30		173.03
11/01/15	Rent	1,110.00		1,283.03
11/01/15	Rent Credit/CleanLaundry	-40.00		1,243.03
11/01/15	PG&E Monthly Charge	35.00		1,278.03
11/02/15	Ck#0096254178		1,100.00	178.03
11/23/15	Ck#0004190633		180.00	-1.97
12/01/15	Rent	1,110.00		1,108.03
12/01/15	Rent Credit/CleanLaundry	-40.00		1,068.03
12/01/15	PG&E Monthly Charge	35.00		1,103.03
12/03/15	Reimb. new Hose	-25.17		1,077.86
12/03/15	Reimb. New Hose		-25.17	1,103.03
12/08/15	Ck#0009084712		1,100.00	3.03
01/01/16	Rent	1,128.87		1,131.90
01/01/16	Rent Credit/CleanLaundry	-40.00		1,091.90
01/01/16	PG&E Monthly Charge	35.00		1,126.90
01/05/16	CK#0017891995		1,100.00	26.90
01/06/16	Trash Jan-Feb-March	96.30		123.20
02/01/16	Rent	1,128.87		1,252.07

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
02/01/16	Rent Credit/CleanLaundry	-40.00		1,212.07
02/01/16	PG&E Monthly Charge	35.00		1,247.07
02/08/16	CK#0038365382		1,200.00	47.07
03/01/16	Rent	1,128.87		1,175.94
03/01/16	Rent Credit/CleanLaundry	-40.00		1,135.94
03/01/16	PG&E Monthly Charge	35.00		1,170.94
03/07/16	Ck#0046991854		1,150.00	20.94
04/01/16	Rent	1,128.87		1,149.81
04/01/16	Rent Credit/CleanLaundry	-40.00		1,109.81
04/01/16	PG&E Monthly Charge	35.00		1,144.81
04/04/16	CK#0056476428		1,100.00	44.81
04/05/16	Trash Apr-May-June	96.30		141.11
04/15/16	1/2 RAP Fee	15.00		156.11
05/01/16	Rent	1,128.87		1,284.98
05/01/16	Rent Credit/CleanLaundry	-40.00		1,244.98
05/01/16	PG&E Monthly Charge	35.00		1,279.98
05/02/16	CK#0065477650		1,250.00	29.98
06/01/16	Rent	1,128.87		1,158.85
06/01/16	Rent Credit/CleanLaundry	-40.00		1,118.85
06/01/16	PG&E Monthly Charge	35.00		1,153.85
06/03/16	Ck#0074417920		1,150.00	3.85
07/01/16	Rent	1,128.87		1,132.72
07/01/16	Rent Credit/CleanLaundry	-40.00		1,092.72
07/01/16	PG&E Monthly Charge	35.00		1,127.72
07/05/16	CK#0083998236		1,100.00	27.72
07/08/16	Trash July-Aug-Sept	106.56		134.28
08/01/16	Rent	1,128.87		1,263.15
08/01/16	Rent Credit/CleanLaundry	-40.00		1,223.15
08/01/16	PG&E Monthly Charge	35.00		1,258.15
08/02/16	Ck#0092688958		1,100.00	158.15
09/01/16	Rent	1,128.87		1,287.02
09/01/16	Rent Credit/CleanLaundry	-40.00		1,247.02
09/01/16	PG&E Monthly Charge	35.00		1,282.02
09/02/16	CK#0002023223		1,225.00	57.02
10/01/16	Rent	1,128.87		1,185.89
10/01/16	Rent Credit/CleanLaundry	-40.00		1,145.89
10/01/16	PG&E Monthly Charge	35.00		1,180.89
10/03/16	Ck#0012250940		1,250.00	-69.11
10/12/16	Trash Oct-Nov-Dec	106.56		37.45

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
11/01/16	Rent	1,128.87		1,166.32
11/01/16	Rent Credit/CleanLaundry	-40.00		1,126.32
11/01/16	PG&E Monthly Charge	35.00		1,161.32
11/04/16	Ck#0021750965		1,150.00	11.32
12/01/16	Rent	1,128.87		1,140.19
12/01/16	Rent Credit/CleanLaundry	-40.00		1,100.19
12/01/16	PG&E Monthly Charge	35.00		1,135.19
12/02/16	Ck#0039598102		1,150.00	-14.81
01/01/17	Rent	1,151.44		1,136.63
01/01/17	Rent Credit/CleanLaundry	-40.00		1,096.63
01/01/17	PG&E Monthly Charge	35.00		1,131.63
01/02/17	Ck#0048968236		1,100.00	31.63
01/04/17	Trash Jan-Feb-March	106.56		138.19
01/18/17	Window Handle	-14.19		124.00
01/18/17	Reimb. Window Handle		-14.19	138.19
02/01/17	Rent	1,151.44		1,289.63
02/01/17	Rent Credit/CleanLaundry	-40.00		1,249.63
02/01/17	PG&E Monthly Charge	35.00		1,284.63
02/06/17	Ck#0059139280		1,200.00	84.63
03/01/17	Rent	1,151.44		1,236.07
03/01/17	Rent Credit/CleanLaundry	-40.00		1,196.07
03/01/17	PG&E Monthly Charge	35.00		1,231.07
03/07/17	Ck#0067564306		1,150.00	81.07
03/13/17	RAP Fees 1/2	34.00		115.07
04/01/17	Rent	1,151.44		1,266.51
04/01/17	Rent Credit/CleanLaundry	-40.00		1,226.51
04/01/17	PG&E Monthly Charge	35.00		1,261.51
04/06/17	Trash Apr-May-June	106.56		1,368.07
04/06/17	Ck#0076430731		1,200.00	168.07
05/01/17	Rent	1,151.44		1,319.51
05/01/17	Rent Credit/CleanLaundry	-40.00		1,279.51
05/01/17	PG&E Monthly Charge	35.00		1,314.51
05/04/17	Ck#0084783954		1,300.00	14.51
06/01/17	Rent	1,151.44		1,165.95
06/01/17	Rent Credit/CleanLaundry	-40.00		1,125.95
06/05/17	Ck#0093909666		1,150.00	-24.05
07/01/17	Rent	1,151.44		1,127.39
07/01/17	Rent Credit/CleanLaundry	-40.00		1,087.39

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
07/03/17	Ck#0002178836		1,100.00	-12.61
07/07/17	Trash Jul-Aug-Sept	118.23		105.62
08/01/17	Rent	1,151.44		1,257.06
08/01/17	Rent Credit/CleanLaundry	-40.00		1,217.06
08/07/17	Ck#0012698498		1,150.00	67.06
09/01/17	Rent	1,151.44		1,218.50
09/01/17	Rent Credit/CleanLaundry	-40.00		1,178.50
09/01/17	Ck#0020570909		1,200.00	-21.50
10/01/17	Rent	1,151.44		1,129.94
10/01/17	Rent Credit/CleanLaundry	-40.00		1,089.94
10/02/17	Ck#0028664770		1,200.00	-110.06
10/03/17	Trash Oct-Nov-Dec	118.23		8.17
11/01/17	Rent	1,151.44		1,159.61
11/01/17	Rent Credit/CleanLaundry	-40.00		1,119.61
11/02/17	Ck#0043244046		1,200.00	-80.39
12/01/17	Rent	1,151.44		1,071.05
12/01/17	Rent Credit/CleanLaundry	-40.00		1,031.05
12/01/17	Ck#0051265090		1,200.00	-168.95
12/19/17	Reimb.window crank&bulbs	-27.28		-196.23
12/19/17	Reimb.window crank & bulbs		-27.28	-168.95
01/01/18	Rent	1,177.92		1,008.97
01/01/18	Rent Credit/CleanLaundry	-40.00		968.97
01/02/18	Ck#0060531996		1,200.00	-231.03
01/03/18	Trash Jan-Feb-March	118.23		-112.80
02/01/18	Rent	1,177.92		1,065.12
02/01/18	Rent Credit/CleanLaundry	-40.00		1,025.12
02/01/18	Ck#0069027783		1,200.00	-174.88
02/07/18	1/2 Rent Adjust. Prog.	34.00		-140.88
03/01/18	Rent	1,177.92		1,037.04
03/01/18	Rent Credit/CleanLaundry	-40.00		997.04
03/02/18	CK#0078162347		1,200.00	-202.96
04/01/18	Rent	1,177.92		974.96
04/01/18	Rent Credit/CleanLaundry	-40.00		934.96
04/02/18	Ck#0087222054		1,200.00	-265.04
04/09/18	Trash Apr-May-June	118.23		-146.81
05/01/18	Rent	1,177.92		1,031.11
05/01/18	Rent Credit/CleanLaundry	-40.00		991.11

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
05/01/18	Ck#0095622877		1,200.00	-208.89
06/01/18	Rent	1,177.92		969.03
06/01/18	Rent Credit/CleanLaundry	-40.00		929.03
06/04/18	Ck#0004758845		1,200.00	-270.97
06/20/18	Reimb. Kitchen sink hndl	-17.47		-288.44
06/20/18	Reimb. Ace Hardwar handle		-17.47	-270.97
07/01/18	Rent	1,177.92		906.95
07/01/18	Rent Credit/CleanLaundry	-40.00		866.95
07/06/18	Trash Jul-Aug-Sept	149.82		1,016.77
07/06/18	Ck#0014611744		1,200.00	-183.23
08/01/18	Rent	1,177.92		994.69
08/01/18	Rent Credit/CleanLaundry	-40.00		954.69
08/03/18	Ck#0021969279		1,200.00	-245.31
09/01/18	Rent	1,177.92		932.61
09/01/18	Rent Credit/CleanLaundry	-40.00		892.61
09/04/18	Ck#0037206191		1,200.00	-307.39
10/01/18	Rent	1,177.92		870.53
10/01/18	Rent Credit/CleanLaundry	-40.00		830.53
10/03/18	Trash Oct-Nov-Dec	124.62		955.15
10/05/18	Ck#0045553057		1,200.00	-244.85

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CALIFORNIA ASSOCIATION OF REALTORS®

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (O.A.R. Form LR, Revised 11/12)

Attention: Teri L. Lester Fax Number: (510) 531-2831

Date 03/05/2013 Albert Cinjal Brust, Florenca Cinjal Brust (Landlord) and Lisa Bourlyva, Kevin Bannafield (Tenant) agree as follows

- 1. PROPERTY: A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 341 Somerset Road, Oakland, CA 94612. B. The Premises are for the sole use as a personal residence by the following named person(s) only: Lisa Bourlyva, Kevin Bannafield. C. The following personal property, maintained pursuant to paragraph 11, is included: Refrigerator, Stove, Water Heater. D. The Premises may be subject to a local rent control ordinance.

- 2. TERM: The term begins on (date) March 7, 2013 ("Commencement Date"), (Check A or B): [ ] A. Month-to-Month; and continues as a month-to-month tenancy. [X] B. Lease and shall terminate on (date) February 28, 2014 at 11:00 [ ] AM [X] PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Landlord and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by local rent control law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in paragraph 2A. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

- 3. RENT: "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of the Agreement, except security deposit. A. Tenant agrees to pay \$ 1,200.00 per month for the term of the Agreement. B. Rent is payable in advance on the 1st (or [ ] ) day of each calendar month, and is delinquent on the next day. C. If Commencement Date falls on any day other than the day Rent is payable under paragraph 3B, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated based on a 30-day period. D. PAYMENT: Rent shall be paid by [X] personal check, [X] money order, [X] cashier's check, or [ ] other (name) Wells and Bonnett Realtors (phone) 510-531-2831 (address) 1451 Laimart Blvd #208, Walnut Creek, CA 94596 (or at any other location subsequently specified by Landlord in writing to Tenant) (and [X] if checked, rent may be paid personally, between the hours of 8:00am and 5:00pm on the following days Monday to Friday, only and on office). If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that (i) Landlord may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by [ ] money order, or [ ] cashier's check.

- 4. SECURITY DEPOSIT: A. Tenant agrees to pay \$ 1,200.00 as a security deposit. Security deposit will be [X] transferred to and held by the Owner of the Premises, or [ ] held in Owner's Broker's trust account. B. All or any portion of the security deposit may be used, as reasonably necessary, to (i) cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appliances. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT. If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reimburse the total security deposit within five days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.6(g); and (2) return any remaining portion of the security deposit to Tenant. C. Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified. D. No interest will be paid on security deposit unless required by local law. E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, and Broker's authority is terminated before expiration of this Agreement, and security deposit is released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

- 5. MOVE-IN COSTS (RECEIVED/DUE): Move-in funds made payable to Wells and Bonnett Realtors shall be paid by [ ] personal check, [X] money order, or [X] cashier's check.

Category	Total Due	Payment Received	Balance Due	Date Due
Rent from 03/08/2013 to 04/08/2013 (date)	\$1,200.00		\$1,200.00	03/08/2013
*Security Deposit	\$1,200.00		\$1,200.00	03/05/2013
Other 4/7 to 4/30	\$960.00		\$960.00	04/01/2013
Other				
Total	\$3,360.00		\$3,360.00	

\*The maximum amount Landlord may receive as security deposit, however designated, cannot exceed two months' Rent for unfurnished premises, or three months' Rent for furnished premises.

Tenant's Initials (LS) (KB)

Landlord's Initials (T.C.L.) ( )

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Reviewed by [ ] Date [ ]





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341 Squaweed Road

Date: March 5, 2013

Premises: Oakland, CA 94612

6. LATE CHARGE; RETURNED CHECKS:

- A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 (or 10) calendar days after the date due, or if a check is returned, Tenant shall pay to Landlord, respectively, an additional sum of \$ 20,000 or 20,000 % of the Rent due as a Late Charge and \$25.00 as a NSF fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.
- B. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 3 or prevent Landlord from exercising any other rights and remedies under this Agreement and as provided by law.

7. PARKING (Check A or B)

A. Parking is permitted as follows: Garage parking/ street parking

The right to parking  is  is not included in the Rent charged pursuant to paragraph 3. If not included in the Rent, the parking rental fee shall be an additional \$ \_\_\_\_\_ per month. Parking space(s) are to be used for parking properly licensed and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work or storage of inoperable vehicles is not permitted in parking space(s) or elsewhere on the Premises.

OR  B. Parking is not permitted on the Premises.

8. STORAGE (Check A or B)

A. Storage is permitted as follows: The right to separate storage space  is,  is not, included in the Rent charged pursuant to paragraph 3. If not included in the Rent, storage space fee shall be an additional \$ \_\_\_\_\_ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

OR  B. Except for Tenant's personal property, contained entirely within the Premises, storage is not permitted on the Premises.

9. UTILITIES: Tenant agrees to pay for all utilities and service, and the following charges:

except None, which shall be paid for by Landlord. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Landlord. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Landlord is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.

10. CONDITION OF PREMISES: Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke and carbon monoxide detector(s).

(Check all that apply)

- A. Tenant acknowledges these items are clean and in operable condition, with the following exceptions: \_\_\_\_\_
- B. Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MIMC).
- C. (i) Landlord will deliver to Tenant a statement of condition (C.A.R. Form MIMC)  within 3 days after execution of this Agreement;  prior to the Commencement Date;  within 3 days after the Commencement Date. (ii) Tenant shall complete and return the MIMC to Landlord within 3 (or       ) days after Delivery. Tenant's failure to return the MIMC within that time shall conclusively be deemed Tenant's Acknowledgment of the condition as stated in the MIMC.
- D. Tenant will provide Landlord a list of items that are damaged or not in operable condition within 3 (or  30) days after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the Premises.
- E. Other: \_\_\_\_\_

11. MAINTENANCE:

- A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for checking and maintaining all carbon monoxide and smoke detectors and any additional phone lines beyond the one line and jack that Landlord shall provide and maintain. Tenant shall immediately notify Landlord, in writing, of any problem, malfunction or damage. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.
- B.  Landlord  Tenant shall water the garden, landscaping, trees and shrubs, except: \_\_\_\_\_
- C.  Landlord  Tenant shall maintain the garden, landscaping, trees and shrubs, except: \_\_\_\_\_
- D.  Landlord  Tenant shall maintain \_\_\_\_\_
- E. Tenant's failure to maintain any item for which Tenant is responsible shall give Landlord the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.
- F. The following items of personal property are included in the Premises without warranty and Landlord will not maintain, repair or replace them: \_\_\_\_\_

Tenant's initials (LS) ( )

Landlord's initials ( ) ( )

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941 Somerset Road

Date: March 5, 2013

Premises: OAKLAND, CA 94621

12. NEIGHBORHOOD CONDITIONS: Tenant is advised to satisfy him or herself as to neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless Internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, amenities, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

13. PETS: Unless otherwise provided in California Civil Code § 542, no animal or pet shall be kept on or about the Premises without Landlord's prior written consent, except: No cats.

14. (X) (If checked) NO SMOKING: No smoking of any substance is allowed on the Premises or common areas. If smoking does occur on the Premises or common areas, (i) Tenant is responsible for all damage caused by the smoking including, but not limited to, stains, burns, odors and removal of debris; (ii) Tenant is in breach of this Agreement; (iii) Tenant, guests, and all others may be required to leave the Premises; and (iv) Tenant acknowledges that in order to remove odor caused by smoking, Landlord may need to replace carpets and drapes and paint the entire premises regardless of when these items were last cleaned, replaced, or repainted. Such actions and other necessary steps will impact the return of any security deposit. The Premises or common areas may be subject to a local non-smoking ordinance.

15. RULES/REGULATIONS:

A. Tenant agrees to comply with all Landlord rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.

B. (If applicable, check one)

(X) 1. Landlord shall provide Tenant with a copy of the rules and regulations within \_\_\_\_\_ days or \_\_\_\_\_ with Letter.

OR ( ) 2. Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

16. ( ) (If checked) CONDOMINIUM/ PLANNED UNIT DEVELOPMENT:

A. The Premises are a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is \_\_\_\_\_ Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions ("HOA Rules"). Landlord shall provide Tenant copies of HOA Rules, if any. Tenant shall reimburse Landlord for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant.

B. (Check one)

( ) 1. Landlord shall provide Tenant with a copy of the HOA Rules within \_\_\_\_\_ days or \_\_\_\_\_

OR ( ) 2. Tenant has been provided with, and acknowledges receipt of, a copy of the HOA Rules.

17. ALTERATIONS; REPAIRS: Unless otherwise specified by law or paragraph 20C, without Landlord's prior written consent, (i) Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive material; (ii) Landlord shall not be responsible for the costs of alterations or repairs made by Tenant; (iii) Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and (iv) any deduction made by Tenant shall be considered unpaid Rent.

18. KEYS; LOCKS:

A. Tenant acknowledges receipt of (or Tenant will receive ( ) prior to the Commencement Date, or ( ) ):

- (X) 2 key(s) to Premises, \_\_\_\_\_ remote control device(s) for garage door/gate opener(s),
(X) 2 key(s) to mailbox, \_\_\_\_\_
(X) \_\_\_\_\_ key(s) to common area(s), \_\_\_\_\_

B. Tenant acknowledges that locks to the Premises (X) have, ( ) have not, been re-keyed.

C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Landlord. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

18. ENTRY:

A. Tenant shall make Premises available to Landlord or Landlord's representative for the purpose of entering to make necessary or agreed repairs, (including, but not limited to, installing, repairing, testing, and maintaining smoke detectors and carbon monoxide devices, and bracing, anchoring or strapping water heaters), decorations, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors.

B. Landlord and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows. 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice. Notice may be given orally to show the Premises to actual or prospective purchasers provided Tenant has been notified in writing within 120 days preceding the oral notice, that the Premises are for sale and that oral notice may be given to show the Premises. No notice is required: (i) to enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry; or (iii) if the Tenant has abandoned or surrendered the Premises. No written notice is required if Landlord and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement.

C. ( ) (If checked) Tenant authorizes the use of a key safe/lockbox to allow entry into the Premises and agrees to sign a key safe/lockbox addendum (C.A.R. Form KLA).

20. SIGNS: Tenant authorizes Landlord to place FOR SALE/LEASE signs on the Premises.

21. ASSIGNMENT; SUBLETTING: Tenant shall not sublet all or any part of Premises, or assign or transfer this Agreement or any interest in it, without Landlord's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Landlord, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Landlord an application and credit information for Landlord's approval and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement.

Tenant's Initials (LS) (D)
California Association of Realtors, Inc.
LR REVISED 1/12 (PAGE 3 OF 6)

Landlord's Initials (T.L.S.) ( )
Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



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341 Somerset Road

Premises: Oakland, CA 94621

Date: March 5, 2013

- 22. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.
- 23.  **LEAD-BASED PAINT (If checked):** Premises were constructed prior to 1978. In accordance with federal law, Landlord gives and Tenant acknowledges receipt of the disclosures on the attached form (O.A.R. Form PLD) and a federally approved lead pamphlet.
- 24.  **MILITARY ORDNANCE DISCLOSURE:** (If applicable and known to Landlord) Premises are located within one mile of an area once used for military training, and may contain potentially explosive munitions.
- 26.  **PERIODIC PEST CONTROL:** Landlord has entered into a contract for periodic pest control treatment of the Premises and shall give Tenant a copy of the notice originally given to Landlord by the pest control company.
- 26.  **METHAMPHETAMINE CONTAMINATION:** Prior to signing this Agreement, Landlord has given Tenant a notice that a health official has issued an order prohibiting occupancy of the property because of methamphetamine contamination. A copy of the notice and order are attached.
- 27. **MAGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 200.46 of the Penal Code, information about convicted registered sex offenders is made available to the public via an internet Web site maintained by the Department of Justice at www.maganlaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Landlord nor Broker, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)
- 28. **POSSESSION:**
  - A. Tenant is not in possession of the Premises, if Landlord is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Landlord is unable to deliver possession within 8 (or  ) calendar days after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid. Possession is deemed terminated when Tenant has returned all keys to the Premises to Landlord.
  - B.  Tenant is already in possession of the Premises.
- 29. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:**
  - A. Upon termination of this Agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to Landlord, empty of all persons; (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises, as specified in paragraph G below, to Landlord in the same condition as referenced in paragraph 10; (v) remove all debris; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) ~~Complete any/all other obligations.~~
  - B. All alterations/improvements made by or caused to be made by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.
  - C. **Right to Pre-Move-Out Inspection and Repairs:** (i) After giving or receiving notice of termination of a tenancy (O.A.R. Form NTI), or before the end of a lease, Tenant has the right to request that an inspection of the Premises take place prior to termination of the lease or rental (O.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. (ii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Landlord. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. (iii) Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Landlord prior to termination. Paragraph 29C does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1181 (2), (3) or (4).
- 30. **BREACH OF CONTRACT; EARLY TERMINATION:** In addition to any obligations established by paragraph 29, in the event of termination by Tenant prior to completion of the original term of the Agreement, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Landlord may withhold any such amounts from Tenant's security deposit.
- 31. **TEMPORARY RELOCATION:** Subject to local law, Tenant agrees, upon demand of Landlord, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.
- 32. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Landlord or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Landlord shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.
- 33. **INSURANCE:** Tenant's or guest's personal property and vehicles are not insured by Landlord, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage. Tenant shall comply with any requirement imposed on Tenant by Landlord's insurer to avoid: (i) an increase in Landlord's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance.
- 34. **WATERBEDS:** Tenant shall not use or have waterbeds on the Premises unless: (i) Tenant obtains a valid waterbed insurance policy; (ii) Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and (iii) the bed conforms to the floor load capacity of Premises.

Tenant's Initials ( LS ) ( [Signature] )  
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LR REVISED 11/12 (PAGE 4 OF 6)

Landlord's Initials ( [Signature] ) ( [Signature] )  
Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



4 of 10

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 4 OF 6)

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341 Homestead Road

Premises: Oakland, CA 94612

Date: March 5, 2013

35. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

36. **NOTICE:** Notices may be served at the following address, or at any other location subsequently designated;

Landlord: Wally and Bennett Realtors

Tenant: Olga Gonzalez & Kevin Hernandez

1224 Alameda Road, Suite 302

341 Homestead Road

Walnut Creek, CA 94596

Oakland, CA 94612

Olga, Kevin & Kevin

37. **TENANT ESTOPPEL CERTIFICATE:** Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within 3 days after its receipt. Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

38. **REPRESENTATIONS:**

A. **TENANT REPRESENTATIONS; OBLIGATIONS REGARDING OCCUPANTS; CREDIT:** Tenant warrants that all statements in Tenant's rental application are accurate. Landlord requires all occupants 18 years of age or older and all emancipated minors to complete a lease rental application. Tenant acknowledges this requirement and agrees to notify Landlord when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Agreement. Landlord may cancel this Agreement; (i) before occupancy begins; upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.

B. **LANDLORD REPRESENTATIONS:** Landlord warrants, that unless otherwise specified in writing, Landlord is unaware of (i) any recorded Notices of Default affecting the Premises; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

39. **MEDIATION:**

A. Consistent with paragraphs B and C below, Landlord and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.

B. The following matters are excluded from mediation: (i) an unlawful detainer action; (ii) the filing or enforcement of a mechanic's lien; and (iii) any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.

C. Landlord and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.

40.

Arbitration omitted T.L.C. L.S.

41.

**C.A.R. FORM:** C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.

42.

**OTHER TERMS AND CONDITIONS; SUPPLEMENTS:**  Interstate/Tenant Agreement (C.A.R. Form ITA)

Kovach/Lockbox Addendum (C.A.R. Form KLA)  Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form FLPI)

Landlord In Default Addendum (C.A.R. Form LID)

The following ATTACHED supplements are incorporated in this Agreement:

43. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement, its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California landlord-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

44. **AGENCY:**

A. **CONFIRMATION:** The following agency relationship(s) are hereby confirmed for this transaction:

Listing Agent: (Print firm name) Wally and Bennett Realtors

is the agent of (check one):  the Landlord exclusively; or  both the Landlord and Tenant.

Leasing Agent: (Print firm name) Wally and Bennett Realtors

(if not same as Listing Agent) is the agent of (check one):  the Tenant exclusively; or  the Landlord exclusively; or  both the Tenant and Landlord.

B. **DISCLOSURE:**  (if checked): The term of this lease exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Landlord and Tenant, who each acknowledge its receipt.

45.

**TENANT COMPENSATION TO BROKER:** Upon execution of this Agreement, Tenant agrees to pay compensation to Broker as specified in a separate written agreement between Tenant and Broker.

Tenant's initials ( L.S. ) ( W )

Landlord's initials ( T.L.C. ) ( W )

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LR REVISED 11/12 (PAGE 5 OF 6)

Reviewed by Wally Date 3/5/13



MAR-7-2013 11:09 FROM:

TO: 15105312031

P. 6/10

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341 Somerset Road Premises: Oakland, CA 94612 Date: March 5, 2013

- 46. INTERPRETER/TRANSLATOR: The terms of this Agreement have been interpreted for Tenant into the following languages: Landlord and Tenant acknowledge receipt of the attached interpreter/translator agreement (C.A.R. Form ITA).
47. FOREIGN LANGUAGE NEGOTIATION: If this Agreement has been negotiated by Landlord and Tenant primarily in Spanish, Chinese, Tagalog, Korean or Vietnamese, pursuant to the California Civil Code, Tenant shall be provided a translation of this Agreement in the language used for the negotiation.
48. OWNER COMPENSATION TO BROKER: Upon execution of this Agreement, Owner agrees to pay compensation to Broker as specified in a separate written agreement between Owner and Broker (C.A.R. Form LOA).
49. RECEIPT: If specified in paragraph 5, Landlord or Broker, acknowledges receipt of move-in funds.

Landlord and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Landlord should accept; and (f) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

Tenant agrees to rent the Premises on the above terms and conditions.

Tenant: Lisa Souza Date 03/05/2013 Address 341 Somerset Road City Oakland State CA Zip 94612 Telephone (510) 678-9778 Fax E-mail lsouza@earthlink.net

Tenant: Kevin Bennett Date 03/05/2013 Address 341 Somerset Road City Oakland State CA Zip 94612 Telephone (415) 678-2679 Fax E-mail kbennett1@aol.com

GUARANTEE: In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name): Address: City: State: Zip: Telephone: Fax: E-mail: Date:

Landlord agrees to rent the Premises on the above terms and conditions. Landlord: Albert Daniel Wadett, Monona Daniel Wadett Date 03/05/2013 Address 2225 Alving Road, Suite 202, Walnut Creek, CA 94596 Telephone (925) 710-6416 Fax E-mail twadett@landbennett.com

REAL ESTATE BROKERS: A. Real estate brokers who are not also Landlord under this Agreement are not parties to the Agreement between Landlord and Tenant. B. Agency relationships are confirmed in paragraph 44. C. COOPERATING BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker (Leasing Firm) and Cooperating Broker agrees to accept: (i) the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS; or (ii) (if checked) the amount specified in a separate written agreement between Listing Broker and Cooperating Broker.

Real Estate Broker (Listing Firm) Wells and Bennett Realtors DRE Lic. #00298625 By (Agent) Teri L. Leater DRE Lic. #01968004 Date 03/05/2013 Address 1481 Tolman Blvd City Oakland State CA Zip 94602 Telephone (510) 531-7000 Fax (510) 531-2037 E-mail teri.leater@wells.com

Real Estate Broker (Leasing Firm) Wells and Bennett Realtors DRE Lic. #00298625 By (Agent) Teri L. Leater DRE Lic. #01968004 Date 03/05/2013 Address 1481 Tolman Blvd City Oakland State CA Zip 94602 Telephone (510) 531-7000 Fax (510) 531-2037 E-mail teri.leater@wells.com

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



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MAR-7-2013 11:10 FROM:

TO: 151.05312831

P. 7/10

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CALIFORNIA ASSOCIATION OF REALTORS®

WATER HEATER AND SMOKE DETECTOR STATEMENT OF COMPLIANCE (C.A.R. Form WHSD, Revised 11/10)

Property Address: 841 Somenzet Road, Oakland, CA 94612

NOTE: A seller who is not required to provide one of the following statements of compliance is not necessarily exempt from the obligation to provide the other statement of compliance.

WATER HEATER STATEMENT OF COMPLIANCE

- 1. STATE LAW: California Law requires that all new and replacement water heaters and existing residential water heaters be braced, anchored or strapped to resist falling or horizontal displacement due to earthquake motion.
2. LOCAL REQUIREMENTS: Some local ordinances impose more stringent water heater bracing, anchoring or strapping requirements than does California Law.
3. TRANSFEROR'S WRITTEN STATEMENT: California Health and Safety Code §19211 requires the seller of any real property containing a water heater to certify, in writing, that the seller is in compliance with California State Law.
4. CERTIFICATION: Seller represents that the Property, as of the Close Of Escrow, will be in compliance with Health and Safety Code §19211 by having the water heater(s) braced, anchored or strapped in place, in accordance with those requirements.

Seller/Landlord: Albert Curial Trust (Signature, Print Name, Date 03/05/2013)

Seller/Landlord: Florence Curial Trust (Signature, Print Name, Date)

The undersigned hereby acknowledges receipt of a copy of this document.

Buyer/Tenant: Lisa Sourlya (Signature, Print Name, Date 03/05/2013)

Buyer/Tenant: Kevin Hankfield (Signature, Print Name, Date 03/05/2013)

SMOKE DETECTOR STATEMENT OF COMPLIANCE

- 1. STATE LAW: California Law requires that (i) every single-family dwelling and factory built housing unit sold on or after January 1, 1986, must have an operable smoke detector...
2. LOCAL REQUIREMENTS: Some local ordinances impose more stringent smoke detector requirements than does California Law.
3. TRANSFEROR'S WRITTEN STATEMENT: California Health and Safety Code §19113.8(b) requires every transferor of any real property containing a single-family dwelling...
4. EXCEPTIONS: Generally, a written statement of smoke detector compliance is not required for transactions for which the Seller is exempt from providing a transfer disclosure statement.
5. CERTIFICATION: Seller represents that the Property, as of the Close Of Escrow, will be in compliance with the law by having operable smoke detector(s) (i) approved and listed by the State Fire Marshal...

Seller/Landlord: Albert Curial Trust (Signature, Print Name, Date 03/05/2013)

Seller/Landlord: Florence Curial Trust (Signature, Print Name, Date)

The undersigned hereby acknowledge(s) receipt of a copy of this Water Heater and Smoke Detector Statement of Compliance.

Buyer/Tenant: Lisa Sourlya (Signature, Print Name, Date 03/05/2013)

Buyer/Tenant: Kevin Hankfield (Signature, Print Name, Date 03/05/2013)

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



WATER HEATER AND SMOKE DETECTOR STATEMENT OF COMPLIANCE (WHSD PAGE 1 OF 1)

Agent: Teri L. Lester Phone: 510.466.7282 Fax: 510.581.2831 Prepared using zipForm® software
Broker: Wolfe and Bennett Realtors 1481 Leimert Blvd Oakland, CA 94602 3/7/13 9:23 AM

MAR-7-2013 11:11 FROM:

TO: 15105312831

P.8/10

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CALIFORNIA ASSOCIATION OF REALTORS

LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE, ACKNOWLEDGMENT AND APPENDUM

For Pre-1978 Housing Sales, Leases, or Rentals

(C.A.R. Form FLD, Revised 11/10)

The following terms and conditions are hereby incorporated in and made a part of the: [ ] California Residential Purchase Agreement, [X] Residential Lease or Month-to-Month Rental Agreement, or [ ] Other:

dated March 5, 2013, on property known as: 341 Somerset Road, Oakland, CA 94611 ("Property") in which Alan Gurdial, Kevin Gurdial is referred to as Buyer or Tenant and Albert Gurdial Trust, Florence Gurdial Trust is referred to as Seller or Landlord.

LEAD WARNING STATEMENT (SALE OR PURCHASE) Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

LEAD WARNING STATEMENT (LEASE OR RENTAL) Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly.

EPA'S LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE: The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards.

1. SELLER'S OR LANDLORD'S DISCLOSURE

I (we) have no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following:

I (we) have no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing other than the following, which, previously or as an attachment to this addendum, have been provided to Buyer or Tenant:

I (we), previously or as an attachment to this addendum, have provided Buyer or Tenant with the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety."

For Sales Transactions Only: Buyer has 10 days, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

Seller of Landlord Albert Gurdial Trust Date 03/05/2013

Seller of Landlord Florence Gurdial Trust Date

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Buyer's/Tenant's Initials (LS) (JL) Reviewed by Date

LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE (FLD PAGE 1 OF 2)

Agent Teri L. Loefer Phone 810.408.7282 Fax 810.881.2881 Prepared using zipForm® 3/7/13 9:23 AM

MAR-7-2013 11:11 FROM:

TO: 15105312831

P. 9/10

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341 Homestead Road  
Property Address: Oakland, CA, 94611

Date March 5, 2013

**2. LISTING AGENT'S ACKNOWLEDGMENT**

Agent has informed Seller or Landlord of Seller's or Landlord's obligations under §42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

Wells and Bennett Realtor  
(Please Print) Agent (Broker representing Seller or Landlord)

By [Signature]  
Associate-Licensee or Broker Signature  
Wend L. Lester

03/05/2013  
Date

**3. BUYER'S OR TENANT'S ACKNOWLEDGMENT**

I (we) have received copies of all information listed, if any, in 1 above and the pamphlet "Protect Your Family From Lead in Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety." If delivery of any of the disclosures or pamphlet referenced in paragraph 1 above occurs after Acceptance of an offer to purchase, Buyer has a right to cancel pursuant to the purchase contract, if you wish to cancel, you must act within the prescribed period.

For Sales Transactions Only: Buyer acknowledges the right for 10 days, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; OR, (if checked)  Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

[Signature]  
Buyer or Tenant  
Lisa Soukaya

03/05/2013  
Date

[Signature]  
Buyer or Tenant  
Kevin Sanzfeld

03/05/2013  
Date

**4. COOPERATING AGENT'S ACKNOWLEDGMENT**

Agent has informed Seller or Landlord, through the Listing Agent if the property is listed, of Seller's or Landlord's obligations under §42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

Wells and Bennett Realtor  
Agent (Broker obtaining the Offer)

By [Signature]  
Associate-Licensee or Broker Signature  
Tami L. Lester

03/05/2013  
Date

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_





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TO: 15105312831

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CH • 070105

I have received a copy of the following booklet from the Broker(s) in this transaction: "Combined Hazards Book" a combination of "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants" including booklets, "Protect Your Family From Lead In Your Home", and "The Homeowner's Guide to Earthquake Safety" including natural gas safety.

Property Address: \_\_\_\_\_

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

Buyer/Seller Signature: \_\_\_\_\_

Selling Broker: \_\_\_\_\_

Selling Agent: \_\_\_\_\_

Time: \_\_\_\_\_

Buyer/Seller Printed Name: \_\_\_\_\_

Listing Broker: \_\_\_\_\_

Listing Agent: \_\_\_\_\_

**TO WHOM IT MAY CONCERN**

CH • 070105

I have received a copy of the following booklet from the Broker(s) in this transaction: "Combined Hazards Book" a combination of "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants" including booklets, "Protect Your Family From Lead In Your Home", and "The Homeowner's Guide to Earthquake Safety" including natural gas safety.

Property Address: 341 Somerset Road, Carlsbad, CA 92011

Date: 3/6/2013

Buyer/Seller Signature: [Signature]

Selling Broker: Wells & Powell Realtors

Selling Agent: [Signature]

Time: \_\_\_\_\_

Listing Broker: \_\_\_\_\_

Listing Agent: \_\_\_\_\_

Buyer/Seller Printed Name: \_\_\_\_\_

#15.00 CREDIT CHECK FEE



CALIFORNIA ASSOCIATION OF REALTORS®

APPLICATION TO RENT/SCREENING FEE  
(C.A.R. Form LRA, Revised 4/03)

I. APPLICATION TO RENT

THIS SECTION TO BE COMPLETED BY APPLICANT. A SEPARATE APPLICATION TO RENT IS REQUIRED FOR EACH OCCUPANT 18 YEARS OF AGE OR OVER, OR AN EMANCIPATED MINOR.

Applicant is completing Application as a (check one)  tenant  tenant with co-tenant(s) or  guarantor/co-signor.  
Total number of applicants \_\_\_\_\_

PREMISES INFORMATION

Application to rent property at 341 Somerset Road ("Premises")  
Rent: \$ 1,200 per MONTH Proposed move-in date ASAP

PERSONAL INFORMATION

FULL NAME OF APPLICANT Lisa Souriau  
Social Security No. \_\_\_\_\_ Driver's License No. \_\_\_\_\_ State CA Expires 07-18-2014  
Phone Number: Home \_\_\_\_\_ Work (415) 332-8001 Other Cell Phone: (510) 610-9778  
Email L.Souriau@yahoo.com  
Name(s) of all other proposed occupant(s) and relationship to applicant \_\_\_\_\_  
Pet(s) or service animals (number and type) None  
Auto: Make Toyota Model Prius Year 2011 License No. \_\_\_\_\_ State CA Color Gray  
Other vehicle(s): \_\_\_\_\_  
In case of emergency, person to notify Kevin Benefield Relationship Boyfriend  
Address 1 Southwood Court, Oakland, CA 94611 Phone (415) 672-2629  
Does applicant or any proposed occupant plan to use liquid-filled furniture?  No  Yes Type \_\_\_\_\_  
Has applicant been a party to an unlawful detainer action or filed bankruptcy within the last seven years?  No  Yes  
If yes, explain \_\_\_\_\_  
Has applicant or any proposed occupant ever been convicted of or pleaded no contest to a felony?  No  Yes  
If yes, explain \_\_\_\_\_  
Has applicant or any proposed occupant ever been asked to move out of a residence?  No  Yes  
If yes, explain \_\_\_\_\_

RESIDENCE HISTORY

Current address <u>1 Southwood Court</u> City/State/Zip <u>Oakland, CA 94611</u> From <u>12/31/2011</u> to <u>Current</u> Name of Landlord/Manager <u>Paul Pateron - WREARCA</u> Landlord/Manager's phone <u>776 25566</u> Do you own this property? <input type="checkbox"/> No <input type="checkbox"/> Yes Reason for leaving current address _____	Previous address <u>1917 Pleasant Valley Avenue Apt. 10</u> City/State/Zip <u>Oakland, CA 94611</u> From <u>02/1/2009</u> to <u>12/31/2011</u> Name of Landlord/Manager <u>David</u> Landlord/Manager's phone <u>(510) 531-4600</u> Did you own this property? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Reason for leaving this address <u>Needed more space</u>
--	---

EMPLOYMENT AND INCOME HISTORY

Current employer <u>Club Nautilus</u> Employer's address <u>400 Harbor Drive, Suite D, Sausalito, CA 94965</u> Position or title <u>Receptionist</u> Employment gross income \$ <u>1,152</u> per <u>Month</u> Previous employer <u>Leaders in Community Alternatives</u> Employer's address <u>1401 Oakland Blvd, Suite 100, Walnut Creek, CA 94596</u> Position or title <u>Client Service Representative</u> Employment gross income \$ <u>1,140</u> per <u>Month</u>	Supervisor <u>Judy Duvant</u> From <u>01/05/2010</u> to <u>Current</u> Supervisor's phone <u>(415) 332-8001</u> Phone number to verify employment <u>(415) 332-8001</u> Other \$ _____ per _____ Source _____ Supervisor <u>Antwan Prior</u> From <u>03/12/08</u> to <u>12/12/09</u> Supervisor's phone <u>(925) 943-7400</u>
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LRA REVISED 4/03 (PAGE 1 OF 2)

Applicant's Initials (\_\_\_\_\_) (\_\_\_\_\_) \_\_\_\_\_

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



APPLICATION TO RENT/SCREENING FEE (LRA PAGE 1 OF 2)

Agent: WB Agent Phone: (510) 631-7000 Fax: (510) 631-2831 Prepared using WINForms® software  
Broker: Wells & Bennett Realtors 1461 Leimert Blvd, Oakland, CA 94602

\$15.00 CREDIT CHECK FEE



CALIFORNIA ASSOCIATION OF REALTORS®

APPLICATION TO RENT/SCREENING FEE  
(C.A.R. Form LRA, Revised 4/03)

I. APPLICATION TO RENT

THIS SECTION TO BE COMPLETED BY APPLICANT. A SEPARATE APPLICATION TO RENT IS REQUIRED FOR EACH OCCUPANT 18 YEARS OF AGE OR OVER, OR AN EMANCIPATED MINOR.

Applicant is completing Application as a (check one)  tenant  tenant with co-tenant(s) or  guarantor/co-signor.

Total number of applicants \_\_\_\_\_

PREMISES INFORMATION

Application to rent property at 341 Somerset Road ("Premises")  
Rent: \$ 1,200 per MONTH Proposed move-in date ASAP

PERSONAL INFORMATION

FULL NAME OF APPLICANT Lisa Sourina  
Social Security No. \_\_\_\_\_ Driver's License No. \_\_\_\_\_ State CA Expires 07-18-2014  
Phone Number: Home \_\_\_\_\_ Work (415) 332-8001 Other Cell Phone: (510) 610-9778  
Email L.Sourina@yahoo.com  
Name(s) of all other proposed occupant(s) and relationship to applicant \_\_\_\_\_  
Pet(s) or service animals (number and type) NONE  
Auto: Make Toyota Model Prius Year 2011 License No. \_\_\_\_\_ State CA Color Gray  
Other vehicle(s) \_\_\_\_\_  
In case of emergency, person to notify Kevin Benefield Relationship Boyfriend  
Address 1 Southwood Court, Oakland, CA 94611 Phone (415) 672-2629  
Does applicant or any proposed occupant plan to use liquid-filled furniture?  No  Yes Type \_\_\_\_\_  
Has applicant been a party to an unlawful detainer action or filed bankruptcy within the last seven years?  No  Yes  
If yes, explain \_\_\_\_\_  
Has applicant or any proposed occupant ever been convicted of or pleaded no contest to a felony?  No  Yes  
If yes, explain \_\_\_\_\_  
Has applicant or any proposed occupant ever been asked to move out of a residence?  No  Yes  
If yes, explain \_\_\_\_\_

RESIDENCE HISTORY

Current address <u>1 Southwood Court</u> City/State/Zip <u>Oakland, CA 94611</u> From <u>12/31/2011</u> to <u>Current</u> Name of Landlord/Manager <u>Real Property Manager</u> Landlord/Manager's phone <u>776 2560</u> Do you own this property? <input type="checkbox"/> No <input type="checkbox"/> Yes Reason for leaving current address _____	Previous address <u>1917 Pleasant Valley Avenue Apt. 10</u> City/State/Zip <u>Oakland, CA 94611</u> From <u>02/12/2009</u> to <u>12/31/2011</u> Name of Landlord/Manager <u>David</u> Landlord/Manager's phone <u>(510) 331-4600</u> Did you own this property? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Reason for leaving this address <u>Needed more space</u>
--	--

EMPLOYMENT AND INCOME HISTORY

Current employer <u>Club Nautique</u> Employer's address <u>400 Harbor Drive, Suite D, Sausalito, CA 94965</u> Position or title <u>Receptionist</u> Employment gross income \$ <u>1,152</u> per <u>Month</u> Previous employer <u>Leaders in Community Alternatives</u> Employer's address <u>1461 Oakland Blvd, Suite 100, Walnut Creek, CA 94596</u> Position or title <u>Client Service Representative</u>	Supervisor <u>Judy Purant</u> From <u>01/05/2010</u> to <u>Current</u> Supervisor's phone <u>(415) 332-8001</u> Phone number to verify employment <u>(415) 332-8001</u> Other \$ _____ per _____ Source _____ Supervisor <u>Antwan Prior</u> From <u>03/10/08</u> to <u>12/2012</u> Supervisor's phone <u>(925) 943-7400</u> Employment gross income \$ <u>1,440</u> per <u>Month</u>
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LRA REVISED 4/03 (PAGE 1 OF 2)

Applicant's initials (\_\_\_\_\_) (\_\_\_\_\_) \_\_\_\_\_

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



APPLICATION TO RENT/SCREENING FEE (LRA PAGE 1 OF 2)

Agent: WB Agent Phone: (510) 531-7000 Fax: (510) 531-2031 Prepared using WINForms® software  
Broker: Wells & Bennett Realtors 1461 Leimert Blvd, Oakland, CA 94602

Property Address: 2 341 Somerset Road

Date: 02/25/2013

**CREDIT INFORMATION**

Name of creditor	Account number	Monthly payment	Balance due
Nordstrom VISA	[REDACTED]	Paid in full each month	
Bank of America VISA	[REDACTED]	Zero	Zero
Name of bank/branch	Account number	Type of account	Account balance
First Republic	[REDACTED]	Checking	\$3,000

**PERSONAL REFERENCES**

Name <u>Sandy Thongkhamsook</u>	Address _____
Phone <u>(415) 896-8882</u>	Length of acquaintance <u>12 Years</u> Occupation <u>Social Worker</u>
Name <u>Melissa Rivera</u>	Address _____
Phone <u>(650) 455-9994</u>	Length of acquaintance <u>5 Years</u> Occupation <u>Receptionist</u>

**NEAREST RELATIVE(S)**

Name <u>Mon Soukha</u>	Address <u>Renton, WA</u>
Phone <u>(806) 327-2792</u>	Relationship <u>Brother</u>
Name <u>Vanessa Kensing</u>	Address <u>1152 110th Avenue SE, Renton, WA 98055</u>
Phone <u>(425) 282-4842</u>	Relationship <u>Sister</u>

Applicant understands and agrees: (i) this is an application to rent only and does not guarantee that applicant will be offered the Premises; and (ii) Landlord or Manager or Agent may accept more than one application for the Premises and, using their sole discretion, will select the best qualified applicant.

Applicant represents the above information to be true and complete, and hereby authorizes Landlord or Manager or Agent to: (i) verify the information provided; and (ii) obtain credit report on applicant.

If application is not fully completed, or received without the screening fee: (i) the application will not be processed, and (ii) the application and any screening fee will be returned.

Applicant Jan Dunning Date 02/25/2013 Time 1:00 pm

Return your completed application and any applicable fee not already paid to:  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**II. SCREENING FEE**

THIS SECTION TO BE COMPLETED BY LANDLORD, MANAGER OR AGENT.

Applicant has paid a nonrefundable screening fee of \$ \_\_\_\_\_, applied as follows: The screening fee may not exceed \$30.00 (adjusted annually from 1-1-98 commensurate with the increase in the Consumer Price Index.)

\$ \_\_\_\_\_ for credit reports prepared by \_\_\_\_\_;

\$ \_\_\_\_\_ for \_\_\_\_\_ (other out-of-pocket expenses); and

\$ \_\_\_\_\_ for processing.

The undersigned has read the foregoing and acknowledges receipt of a copy.

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

The undersigned has received the screening fee indicated above.

Landlord or Manager or Agent Signature \_\_\_\_\_ Date \_\_\_\_\_

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LRA REVISED 4/08 (PAGE 2 OF 2)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



APPLICATION TO RENT/SCREENING FEE (LRA PAGE 2 OF 2)

Smart leasing



banafeld,kevin 562159656;CA-1 southwood court/oakland CA 94611;VERIFY)VERIFY-Y2/J2;PSUM)RM-F)H-N;

PAGE 1 DATE 2-27-2013 TIME 17:33:52 V601 TCA2

----- FRAUD SHIELD SUMMARY -----

INPUT SSN ISSUED 1971-1973  
HIGH PROBABILITY SSN BELONGS TO ANOTHER  
FROM 11-01-12 INQ COUNT FOR SSN=0  
FROM 11-01-12 INQ COUNT FOR ADDRESS=0

\*\*\*\*\* NO RECORD FOUND - TRY SOCIAL SEARCH FOR ADDITIONAL INFORMATION \*\*\*\*\*

END --- EXPERIAN

2/27/2013

000133

\$15.00 CREDIT CHECK FEE



CALIFORNIA ASSOCIATION OF REALTORS®

APPLICATION TO RENT/SCREENING FEE (C.A.R. Form LRA, Revised 4/03)

I. APPLICATION TO RENT

THIS SECTION TO BE COMPLETED BY APPLICANT. A SEPARATE APPLICATION TO RENT IS REQUIRED FOR EACH OCCUPANT 18 YEARS OF AGE OR OVER, OR AN EMANCIPATED MINOR.

Applicant is completing Application as a (check one) [ ] tenant [X] tenant with co-tenant(s) or [ ] guarantor/co-signor. Total number of applicants \_\_\_\_\_

PREMISES INFORMATION

Application to rent property at 344 SUNSET ROAD ("Premises") Rent: \$ 1,200 per MONTH Proposed move-in date ASAP

PERSONAL INFORMATION

PULL NAME OF APPLICANT: KEVIN W. BENARFIELD Social Security No. [REDACTED] Driver's license No. [REDACTED] State CA Expires 10-2016 Phone Number: Home [REDACTED] Work [REDACTED] Other 415 672 2627 Email KBENARFIELD@GMAIL.COM Name(s) of all other proposed occupant(s) and relationship to applicant: [REDACTED] Pet(s) or service animals (number and type): N/A Auto: Make 2009 Model TOYOTA Year License No. 66HJ132 State CA Color BEIGE Other vehicle(s): [REDACTED] In case of emergency, person to notify LISA SOURINA Relationship PARTNER Address [REDACTED] Phone 510 610 9118 Does applicant or any proposed occupant plan to use liquid-filled furniture? [X] No [ ] Yes Type [REDACTED] Has applicant been a party to an unlawful detainer action or filed bankruptcy within the last seven years? [X] No [ ] Yes If yes, explain [REDACTED] Has applicant or any proposed occupant ever been convicted of or pleaded no contest to a felony? [X] No [ ] Yes If yes, explain [REDACTED] Has applicant or any proposed occupant ever been asked to move out of a residence? [X] No [ ] Yes If yes, explain [REDACTED]

RESIDENCE HISTORY

Current address 1 SOUTHWOOD CT City/State/Zip OAKLAND, CA 94612 From 12-2012 to Present Name of Landlord/Manager JAMES BANCIA Landlord/Manager's phone [REDACTED] Do you own this property? [X] No [ ] Yes Reason for leaving current address [REDACTED] Previous address 5904 SHERWOOD DR. City/State/Zip OAKLAND From 11-2000 to 06-2011 Name of Landlord/Manager KEVIN W. BENARFIELD Landlord/Manager's phone 415 672 2627 Did you own this property? [ ] No [X] Yes Reason for leaving this address FORECLOSURE

EMPLOYMENT AND INCOME HISTORY

Current employer THE MATHIE EXILLIAN Supervisor SELF From To Employer's address 1422 LA SALLE AVE Supervisor's phone [REDACTED] Position or title PRINCIPAL Phone number to verify employment 415 672 2627 Employment gross income \$ 2200 - 3000 per MO Other \$ per Source Previous employer DEPENDENT ON SALES Supervisor From To Employer's address Supervisor's phone Position or title Employment gross income \$ per

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LRA REVISED 4/03 (PAGE 1 OF 2)

Applicant's Initials ( [Signature] )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



APPLICATION TO RENT/SCREENING FEE (LRA PAGE 1 OF 2)

Agent: WB Agent Phone: (510) 631 7000 Fax: (510) 631 2831 Prepared using WINForms® software Broker: Wells & Bennett Realtors 1451 Lismore Blvd, Oakland CA 94602

Property Address: \_\_\_\_\_

Date: 2.26.2013

CREDIT INFORMATION

Name of creditor	Account number	Monthly payment	Balance due
NETNET STUDENT LOAN	[REDACTED]	257.00	52,000.

Name of bank/branch	Account number	Type of account	Account balance
NAVY FEDERAL CREDIT UNION	[REDACTED]	1,500. 3,250.	CHECKING MONEY MARKET

PERSONAL REFERENCES

Name <u>MELVIN DORRIS</u>	Address _____
Phone <u>415.377.783</u>	Length of acquaintance <u>10</u> Occupation <u>LANDSCAPE</u>
Name _____	Address _____
Phone _____	Length of acquaintance _____ Occupation _____

NEAREST RELATIVE(S)

Name <u>DIB BARNFIELD</u>	Address <u>5800 WEBSTER ST ANAHEIM</u>
Phone <u>CLONIS INN</u>	Relationship <u>UNCLE</u>
Name _____	Address _____
Phone _____	Relationship _____

Applicant understands and agrees: (i) this is an application to rent only and does not guarantee that applicant will be offered the Premises; and (ii) Landlord or Manager or Agent may accept more than one application for the Premises and, using their sole discretion, will select the best qualified applicant.

Applicant represents the above information to be true and complete, and hereby authorizes Landlord or Manager or Agent to: (i) verify the information provided; and (ii) obtain credit report on applicant.

If application is not fully completed, or received without the screening fee: (i) the application will not be processed, and (ii) the application and any screening fee will be returned.

Applicant [Signature] Date 2.26.2013 Time 5:00 PM

Return your completed application and any applicable fee not already paid to: \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

II. SCREENING FEE

THIS SECTION TO BE COMPLETED BY LANDLORD, MANAGER OR AGENT.

Applicant has paid a nonrefundable screening fee of \$ \_\_\_\_\_, applied as follows: The screening fee may not exceed \$30.00 (adjusted annually from 1-1-98 commensurate with the increase in the Consumer Price Index.)

\$ \_\_\_\_\_ for credit reports prepared by \_\_\_\_\_;  
\$ \_\_\_\_\_ for \_\_\_\_\_ (other out-of-pocket expenses); and  
\$ \_\_\_\_\_ for processing.

The undersigned has read the foregoing and acknowledges receipt of a copy.

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

The undersigned has received the screening fee indicated above.

Landlord or Manager or Agent Signature \_\_\_\_\_ Date \_\_\_\_\_

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LRA REVISED 4/08 (PAGE 2 OF 2)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



APPLICATION TO RENT/SCREENING FEE (LRA PAGE 2 OF 2)

Smart Jeasing

000135



souriya,l,lea 537901533;CA-1 southwood ct/oakland 94611;VERIFY/VERIFY-Y2/J2;PSUM;RM-P;H-N;

PAGE 1 DATE 2-27-2013 TIME 17:35:34 V801 TCA2

LISA SOURIYA
1 SOUTHWOOD CT
OAKLAND CA 946112308
RPTD: 2-12 TO 3-12 U 4X
LAST SUB: 1362830

SS: [REDACTED]
YOB: 1982

E: LEADERS IN COMMUNITY A
594 HOWARD STREET
SAN FRANCISCO CA 94105
RPTD: 10-08 TO 12-11 U

\*1977 PLEASANT VALLEY AVE
OAKLAND CA 946114232
RPTD: 3-09 TO 12-11 U 1X

\*PO BOX 456
BERKELEY CA 947010456
RPTD: 1-03 TO 3-09 U 1X

----- FRAUD SHIELD SUMMARY -----
INPUT SSN ISSUED 1981-1983
FROM 11-01-12 INQ COUNT FOR SSN=0
FROM 11-01-12 INQ COUNT FOR ADDRESS=0

----- PROFILE SUMMARY -----
PUBLIC RECORDS-----0 PAST DUE AMT-----\$0 INQUIRIES---3 CNT 00/00/00/00
INST/OTH BAL-----\$5,265 SCH/EST PAY-----\$333 INQS/6 MO---0 SATIS ACCTS--11
R ESTATE BAL-----N/A R ESTATE PAY-----N/A TRADELINE--11 NOW DEL/DRG---0
TOT REV BAL-----\$1,010 TOT REV AVAIL-----96% PAID ACCT---6 WAS DEL/DRG---0
OLD TRADE---3-01

----- SCORE SUMMARY -----
FICO RISK SCORE 2 = 822 SCORE FACTORS: 06, 14, 05

Table with columns: SUBSCRIBER, OPEN, AMT-TYP1, AMT-TYP2, ACCTCOND, PYMT STATUS, SUB#, KOB, TYP, TRM, ECOA, BALDATE, BALANCE, PYMT LEVEL, MOS, REV, PYMT HISTORY, ACCOUNT #, LAST PD, MONTH PAY, PAST DUE, MAXIMUM, BY MONTH. Includes entries for ZALE/CBNA and BANK OF AMERICA.



PAGE 2 DATE 2-27-2013 TIME 17:35:34 V801 TCA2

SUBSCRIBER	OPEN	AMT-TYP1	AMT-TYP2	ACCTCOND	PYMT STATUS
SUB# KOB TYP TRM ECOA BALDATE	BALANCE	PYMT LEVEL	MOS REV	PYMT HISTORY	BY MONTH
ACCOUNT #	LAST PD	MONTH PAY	PAST DUE	MAXIMUM	
*CCMK/CBNA	7-08	\$6,000-L		PAID	CURR ACCT
1248740 BB CRC REV 1 7-29-09			7-09	(13)	B00000000000
525650033934					
** ACCOUNT CLOSED AT CREDIT GRANTOR'S REQUEST **					
GEGRB/OLD NAVY	6-01	\$300-L	\$36-H	PAID	CURR ACCT
3607370 CG CHG REV 1 9-10-08			9-08	(84)	B00000000000
601859605152	7-03				000000000000
*CITI	8-03	\$2,000-L		PAID	CURR ACCT
1240000 BC CRC REV 1 8-08-06			8-06	(37)	B00000000000
542418059963					000000000000
** ACCOUNT CLOSED AT CONSUMER'S REQUEST **					
*WELLS FARGO BANK	1-04	\$750-L		PAID	CURR ACCT
3270007 BC CRC REV 1 9-08-05			8-05	(20)	BBCBCCBCCBCC
4465420120					BCBCCB0
** ACCOUNT CLOSED AT CONSUMER'S REQUEST **					
NORDSTROM FSB	10-01	\$10,000-L	\$2,919-H	OPEN	CURR ACCT
3270640 BC FSC REV 1 2-24-13		\$1,010	2-13	(99)	CCCCCCCCCCCC
480349500001	2-13	\$51			CCCCCCCCCCCC
MCYDSNB	3-07	\$100-L	\$319-H	OPEN	CURR ACCT
1362830 DZ CHG REV 1 2-19-13		\$0	2-13	(72)	000000000000
440469085	9-10				000000000000
BANK OF AMERICA	3-01	\$17,000-L	\$1,110-H	OPEN	CURR ACCT
1213727 BC FSC REV 1 2-02-13		\$0	2-13	(49)	000000000000
4361	3-10	\$9			0000000000--
TOYOTA MOTOR CREDIT CO	11-11	\$9,026-0		OPEN	CURR ACCT
3598033 FP AUL 36 1 1-31-13		\$5,265	1-13	(15)	CCCCCCCCCCCC
10282BR423	1-13	\$273			CC
AMEXDSNB	3-07	\$300-L		OPEN	CURR ACCT
1917250 BC CRC REV 1 1-27-13		\$0	1-13	(71)	000000000000
37748141797					000000000000

2/27/2013

000137

PAGE 3 DATE 2-27-2013 TIME 17:35:34 V801 TCA2

INQUIRIES				
TOYOTA MOTOR CREDIT	11-11-11	1631040	FA	AUL
NCCINC/DOWNTOWN AUTO C	11-10-11	7962103	AN	UNK AUT
NCCINC/TOYOTA MARIN	9-18-11	5960805	AN	UNK AUT

END -- EXPERIAN

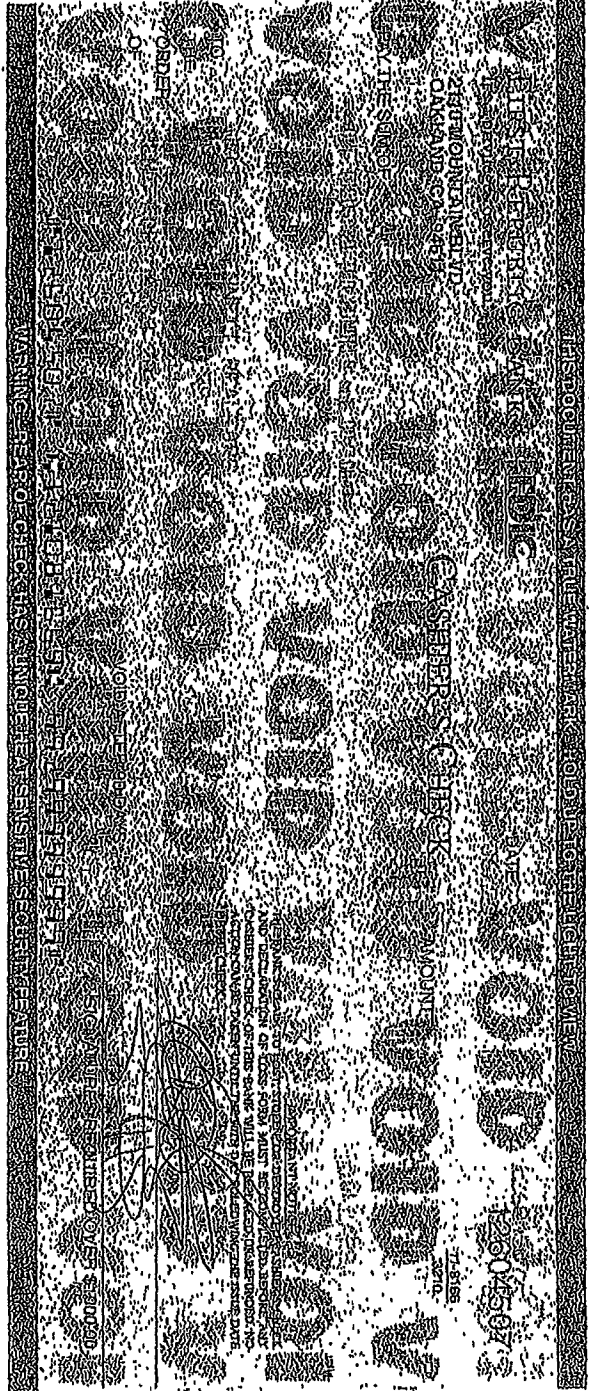
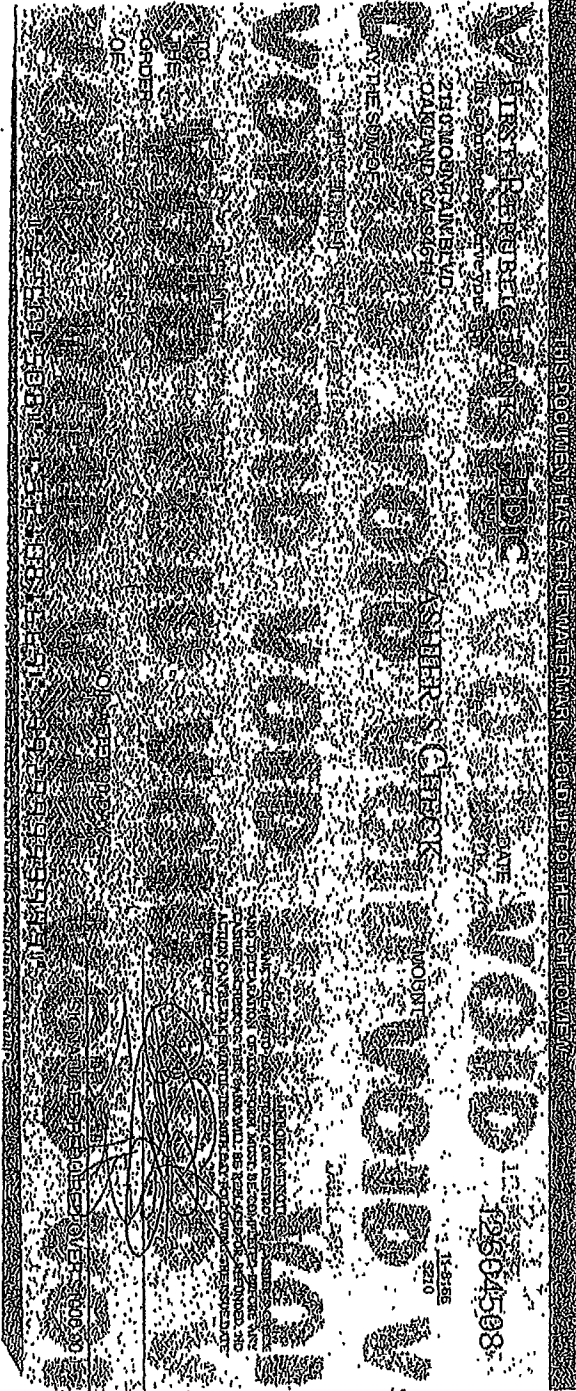
## DIRECT CHECK

SUBCODE	SUBSCRIBER	TELEPHONE	ADDRESS	CITY	ST ZIP
1917250	AMEXDSNB	800.243.6552	9111 DUKE BLVD	MASON	OH 45040
1213727	BANK OF AMERICA		PO BOX 982235	EL PASO	TX 79998
1230206	BANK OF AMERICA		PO BOX 982235	EL PASO	TX 79998
1248740	CCMK/CBNA	BYMAILONLY	PO BOX 6497	STIOUX FALLS	SD 57117
1240000	CITI	BYMAILONLY	PO BOX 6241	STIOUX FALLS	SD 57117
3607370	GECRB/OLD NAVY	877.222.6868	PO BOX 965005	ORLANDO	FL 32896
1362830	MCYDSNB	800.243.6552	9111 DUKE BLVD	MASON	OH 45040
7962103	NCCINC/DOWNTOWN A	800.200.5299	4145 BROADWAY AUTO R	OAKLAND	CA 94611
5960805	NCCINC/TOYOTA MAR	415.460.6800	445 FRANCISCO BLVD E	SAN RAFAEL	CA 94901
3270640	NORDSTROM FSB	800.935.4210	PO BOX 6565	ENGLEWOOD	CO 80155
1631040	TOYOTA MOTOR CRED	800.279.9032	4000 EXECUTIVE PKWY	SAN RAMON	CA 94583
3598033	TOYOTA MOTOR CRED	925.830.8200	4000 EXECUTIVE PKWY	SAN RAMON	CA 94583
3270007	WELLS FARGO BANK	800.642.4720	PO BOX 14517	DES MOINES	IA 50306
1336780	ZALE/CBNA	BYMAILONLY	PO BOX 6497	STIOUX FALLS	SD 57117

END --- EXPERIAN DIRECT CHECK

2/27/2013

000138





CALIFORNIA ASSOCIATION OF REALTORS®

NOTICE OF CHANGE IN TERMS OF TENANCY (C.A.R. Form CTT, Revised 11/11)

To: Lisa Souriya, Kevin Bonaffeld ("Tenant") and any other occupant(s) in possession of the premises located at: (Street Address) 341 Somerset Road (Unit/Apartment #) (City) Oakland (State) Ca (Zip Code) 94611 ("Premises").

YOUR TENANCY IN THE PREMISES IS CHANGED AS FOLLOWS: Unless otherwise provided, the change shall take effect 30 days from service of this Notice or on August 1, 2015, whichever is later.

All other terms and conditions of your tenancy shall remain unchanged.

1. Rent shall be \$ 1,245.03 per month. (NOTE: Pursuant to California Civil Code § 827, if the change increases the rent to an amount that exceeds any rental payment charged during the last 12 months by more than 10%, then the change shall take effect 60 days from service of this Notice or on August 1, 2015, whichever is later.)

2. Security deposit shall be increased by \$
3. Other:

Landlord Date June 17, 2015 (Owner or Agent) Wells and Bennett Realtors

Tenant acknowledges receipt of this notice of change in terms of tenancy.

Tenant Lisa Souriya Date

Tenant Kevin Bonaffeld Date

4. DELIVERY OF NOTICE/PROOF OF SERVICE:

This Notice was served by Wells and Bennett Realtors, on June 17, 2015 (date) in the following manner: (if mailed, a copy was mailed at 1225 Alpine Road #202, Walnut Creek, Ca. 94595 (Location))

- A. Personal service. A copy of the Notice was personally delivered to the above named Tenant.
B. Substituted service. A copy of the Notice was left with a person of suitable age and discretion at the Tenant's residence or usual place of business and a copy was mailed to the Tenant at the Premises.
C. Post and mail. A copy of the Notice was affixed to a conspicuous place on the Premises and a copy was mailed to the Tenant at the Premises.
D. [X] Mail. This Notice was mailed to Tenant at the Premises.

(Signature of person serving Notice) Michele Jensen (Date) June 17, 2015 (Date)

(Keep a copy for your records.)

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Reviewed by Date



CTT REVISED 11/11 (PAGE 1 OF 1)

NOTICE OF CHANGE IN TERMS OF TENANCY (CTT PAGE 1 OF 1)

Slowly Property, 205 Sycamore Valley Rd, West Dublin, CA 94524 Phone: 925-404-1188 Fax: 925-404-1166 Rental Increase
Jeil Rosala Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48028 www.zipLogix.com

NOTICE OF CHANGE IN TERMS OF TENANCY

(C.A.R. Form CTT, Revised 11/11)

To: Lisa Souriya, Kevin Benafield ("Tenant")

and any other occupant(s) in possession of the premises located at:

(Street Address) 341 Somerset Road (Unit/Apartment #)
(City) Oakland (State) CA (Zip Code) 94611 ("Premises").

YOUR TENANCY IN THE PREMISES IS CHANGED AS FOLLOWS: Unless otherwise provided, the change shall take effect 30 days from service of this Notice or on May 1, 2014, whichever is later. All other terms and conditions of your tenancy shall remain unchanged.

- 1. Rent shall be \$ 1,225.00 per month.
2. Security deposit shall be increased by \$
3. Other: Note: Allowable rent increase per the City of Oakland is 2.1% from July 1, 2013-July 1, 2014.

Landlord (Owner or Agent) Albert Cunial Trust, Florence Cunial Trust Date March 28, 2014

Tenant acknowledges receipt of this notice of change in terms of tenancy.

Tenant Lisa Souriya Date
Tenant Kevin Benafield Date

4. DELIVERY OF NOTICE/PROOF OF SERVICE:

This Notice was served by on (date)
In the following manner: (if mailed, a copy was mailed at (Location))

- A. Personal service. A copy of the Notice was personally delivered to the above named Tenant.
B. Substituted service. A copy of the Notice was left with a person of suitable age and discretion at the Tenant's residence or usual place of business and a copy was mailed to the Tenant at the Premises.
C. Post and mail. A copy of the Notice was affixed to a conspicuous place on the Premises and a copy was mailed to the Tenant at the Premises.
D. Mail. This Notice was mailed to Tenant at the Premises.

(Signature of person serving Notice) March 28, 2014
(Print Name) Joni Rosato (Date)

(Keep a copy for your records.)

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Reviewed by Date



CTT REVISED 11/11 (PAGE 1 OF 1)

NOTICE OF CHANGE IN TERMS OF TENANCY (CTT PAGE 1 OF 1)

Agent: Joni Rosato Phone: (925) 746-6418 Fax: (925) 938-4912 Prepared using zipForm® software
Broker: Wells & Bennett REALTORS, 1228 Alpine Road #202 Walnut Creek, CA 94606



CITY OF OAKLAND  
P.O. BOX 70243, OAKLAND, CALIFORNIA 94612-0243

Community and Economic Development Agency  
Rent Adjustment Program

(510) 238-3721  
FAX (510) 238-6181  
TDD (510) 238-3264

NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM

The City of Oakland has a Residential Rent Adjustment Program ("RAP") (Chapter 8.22 of the Oakland Municipal Code) that covers most residential rental units built before 1983. It does not apply to units rented under section 8, most single family dwellings and condominiums and some other types of units. For more information on which units are covered, call the RAP office. This Program limits rent increases and some changes in terms of tenancy for covered residential rental property in Oakland.

You have a right to file a petition with the RAP to contest a rent increase that is greater than the annual general rent increase (the CPI increase). A landlord can increase rent more than the CPI rate, but with some limits, for: capital improvements, operating expense increases, debt service, and deferred annual rent increases. You can also complain about other violations of the Rent Adjustment Ordinance. The landlord must provide you with a written summary of the reasons for any increase greater than the CPI rate if you request one in writing.

If there is a decrease in the housing services provided to you, this may be considered an increase in your rent. A decrease in housing service includes substantial problems with the condition of a unit.

To contest a rent increase, you must file a petition with the RAP using the Rent Program's form, within sixty (60) days after first receiving written notice of the RAP or within sixty (60) days of receiving a notice of rent increase or change in terms of tenancy, whichever is later. You can obtain information and the petition forms from the Rent Adjustment Program office or online at <http://www.oaklandnet.com/government/hcd/rentboard/tenant.html>

If you contest a rent increase, you must pay your rent, with the contested increase, until you file a petition. After you file your petition, you may pay only the portion of the increase due to the CPI Rent Adjustment percentage if the CPI increase amount has been stated on the notice of rent increase. If it has not been stated separately, you may pay only the rent you were paying before the notice of rent increase. If the increase is approved and you did not pay the increase as noticed, you will owe the amount of the increase retroactive to the date it would have been effective under the notice.

Eviction controls are in effect in the City of Oakland (the Just Cause for Eviction Ordinance, O.M.C. 8.22.200, et seq.). You cannot be arbitrarily evicted if your rental unit is covered by the Just Cause for Eviction Ordinance. For more information call the Rent Adjustment Office.

Oakland charges landlords a Rent Program Service Fee of \$30 per unit per year. If the landlord pays the fee on time, the landlord is entitled to get half of the fee (\$15) per unit from you. The \$15 you pay for the annual fee is not part of the rent.

The Nuisance Eviction Ordinance (O.M.C. Chapter 8.23) may require that a tenant who commits or permits certain illegal acts in the Rental Unit or on the land on which the unit is located or in the common areas of the rental complex must be evicted. If the owner does not evict, the City Attorney may do so.

TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit 341, the unit you plan to rent.
- Smoking (circle one) IS or IS NOT permitted in other units of your building. (If both smoking and non-smoking units exist in the tenant's building, attach a list of units in which smoking is permitted.)
- Smoking is PROHIBITED in all common areas, both indoors and outdoors.
- There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at \_\_\_\_\_

I received a copy of this notice on \_\_\_\_\_



此份屋崙 (奧克蘭) 市租容權利通知書附有中文版本。請致電 (510) 238-3721 索取副本。

La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.  
Baùn Thoàng Baùn quyeàn lồi cùña ngòsòl thueà trong Oakland nasy cùng còi baèng thoàng Vieät. Neà còi moät baùn sao, xin gọi (510) 238-3721.

# **WELLS & BENNETT**

REAL ESTATE EXPERTISE SINCE 1924

November 20, 2015

Lisa Souriya  
Kevin Benafield  
341 Somerset Road  
Oakland, Ca. 94611

Dear Lisa and Kevin:

This letter is to notify you that effective January 1, 2016, your monthly rent will be increased by \$20.82.

Accordingly, your new rent will be \$1,245.82 per month, all other terms and conditions will remain the same.

If you have any questions regarding this matter, please do not hesitate to contact me at 510-485-7296.

Sincerely,



Michelle Correa

Wells and Bennett Realtors

# **WELLS & BENNETT**

REAL ESTATE EXPERTISE SINCE 1924

November 1, 2016

Lisa Souriya  
Kevin Benafield  
341 Somerset Road  
Oakland, Ca. 94611

Dear Lisa and Kevin:

This letter is to notify you that effective January 1, 2017, your monthly rent will be increased by \$24.91.

Accordingly, your new rent will be \$1,270.73, all other terms and conditions will remain the same.

If you have any questions regarding this matter, please do not hesitate to contact me at 510-485-7296.

Sincerely,



Michelle Correa

Wells and Bennett Realtors

510-485-7296 510-531-7000  
1451 Leimert Blvd Oakland CA 94602  
mcorrea@wellsandbennett.com

000144



November 14, 2017

Lisa Sourlya  
Kevin Benafield  
341 Somerset Road  
Oakland, Ca. 94611


Dear Lisa and Kevin:

This letter is to notify you that effective January 1, 2018, your monthly rent will be increased by \$29.22 for a new monthly rent of \$1,299.95.

All other terms and conditions will remain the same.

Let me know if you have any questions or if I may be of further assistance.

Sincerely,



Michelle Correa  
Wells and Bennett Realtors

Wast Management for 341-347 Somerset

Unit #341 Year 2019 \$ 134.62  
 \$ 134.62  
 \$ 131.79  
 \$ 131.79

Year 2020 \$ 131.79  
 \$ 131.79  
 \$ 135.48  
 \$ 135.48

Year 2021 \$ 135.48  
 \$ 135.48  
 \$ 138.39  
 \$ 138.39

Year 2022 \$ 138.22  
 Total: \$ 1,753.32

Unit #345 Year 2019 \$ 134.62  
 \$ 134.62  
 \$ 131.79  
 \$ 131.79

Year 2020 \$ 131.79  
 \$ 131.79  
 \$ 135.48  
 \$ 135.48

Year 2021 \$ 135.48  
 \$ 135.48  
 \$ 138.39  
 \$ 138.39

Year 2022 \$ 138.22  
 Total: \$ 1,753.32

Unit #343 Year 2019 \$ 134.62  
 \$ 134.62  
 \$ 131.79  
 \$ 131.79

Year 2020 \$ 131.79  
 \$ 131.79  
 \$ 135.48  
 \$ 135.48

Year 2021 \$ 135.48  
 \$ 135.48  
 \$ 138.39  
 \$ 138.39

Year 2022 \$ 138.22  
 Total: \$ 1,753.32

Unit #347 Year 2019 \$ 134.62  
 \$ 134.62  
 \$ 131.79  
 \$ 131.79

Year 2020 \$ 131.79  
 \$ 131.79  
 \$ 135.48  
 \$ 135.48

Year 2021 \$ 135.48  
 \$ 135.48  
 \$ 138.39  
 \$ 138.39

Year 2022 \$ 138.22  
 Total: \$ 1,753.32

**T22-0124 Benafield v. Equity Avg, LLP**

**Index**

<b>Tab</b>	<b>Document</b>
1.	Letters to Steve Bach RE Request for Rent Receipt & Check #125 Rent for October 2022 & Check # 123 Rent for September 2022
2.	Photos of Damaged Plants, Trees & Yard Due to Discontinuation of Weekly Landscaping Services
3.	Photo of Leaky Gutter
4.	Photos of Rodent Droppings Due to Discontinuation of Quarterly Pest Control

**1**

September 30, 2022

Steve Bach  
Bayview Real Estate Svc., Inc.  
388-12th Ave.  
San Francisco, CA 94118

Dear Mr. Bach,

I have enclosed check number 125 in the amount of \$1,455.89 for payment for rent for October 2022.

Please send me a payment receipt at:

Lisa Souriya  
341 Somerset Road  
Oakland/CA 94611

I have not received a receipt for rent for September 2022 as I requested in writing. I have never been late or missed rent payments and rent is current. You have cashed out all my rent checks I have sent to you. I would like a receipt please.

Thank you,



000149

LISA SOURIYA  
341 SOMERSET RD  
PIEDMONT, CA 94611

125

September 30, 2022

DATE

PAY TO THE ORDER OF Equity Avg, LLC

\$ 41,455.89

One thousand four hundred and fifty

DOLLARS



FIRST REPUBLIC BANK Five Dollars and Eighty Nine Cents

101 Pine Street  
San Francisco, CA 94111  
PX 800-408-0208 Customer Care

FOR Rent For October 2022

Lisa Souriya

RP

August 31, 2022

Steve Bach  
Bayview Real Estate Svc., Inc.  
388-12th Ave.  
San Francisco, CA 94118

Dear Mr. Bach,

I have enclosed check number 123 in the amount of \$1,455.89 for payment for rent for September 2022.  
Please send me a payment receipt at:

Lisa Souriya  
341 Somerset Road  
Oakland, CA 94611

Thank you,



000151



FIRST REPUBLIC

9/8/2022 9:17 AM

ATM Rebate Checking

#4510

LISA SURIYA  
341 SOMERSET RD  
PIEDMONT, CA 94611

123

August 31, 2022  
DATE

PAY TO THE ORDER OF Equity Adv, LLC \$ 4,455.89

One thousand four hundred and fifty  
FIRST REPUBLIC BANK Five thousand and eighty nine cents

151 Pine Street  
San Francisco, CA 94111  
Ft. MY-404-0200 Customer Care

FOR Rent For September 2022 Lisa Suriya

First Republic Bank 09072022 12002000118880  
>321081688<

Category: Check  
Online Description: Check #123  
Statement Description: CHECK# 123 CHECK  
Date: 9/7/2022  
Type: Debit  
Amount: -1455.89  
Check Number: 123



**2**





000155



**3**



**4**



000160





000161



**CITY OF OAKLAND**  
**RENT ADJUSTMENT PROGRAM**  
 250 Frank H. Ogawa Plaza, Suite 5313  
 Oakland, CA 94612-0243  
 (510) 238-3721  
 CA Relay Service 711  
[www.oaklandca.gov/RAP](http://www.oaklandca.gov/RAP)

For Rent Adjustment Program date stamp.

**PROOF OF SERVICE**

**NOTE: YOU ARE REQUIRED TO SERVE A COPY OF YOUR PETITION OR RESPONSE (PLUS ANY ADDITIONAL DOCUMENTS) ON THE OPPOSING PARTIES.**

- Use this PROOF OF SERVICE form to indicate the date and manner in which service took place, as well as the person(s) served.
- Provide a copy of this PROOF OF SERVICE form to the opposing parties together with the document(s) served.
- File the completed PROOF OF SERVICE form with the Rent Adjustment Program together with the document you are filing and any attachments you are serving.
- Please number sequentially all additional documents provided to the RAP.

**PETITIONS FILED WITHOUT A PROOF OF SERVICE WILL BE CONSIDERED INCOMPLETE AND MAY BE DISMISSED.**

I served a copy of: 1. Letters to Steve Bach RE Request for Rent Receipt & copies of Most Recent Rent Checks  
2. Photos of Damaged Plants & Yard 3) Photo of Leaky Gutter  
4. Photos of Rodent Droppings

(insert name of document served)

And Additional Documents

and (write number of attached pages) 15 attached pages (not counting the Petition or Response served or the Proof of Service) to each opposing party, whose name(s) and address(es) are listed below, by one of the following means (check one):

- a. United States mail. I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- b. 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 listed below.
- c. Personal Service. (1) By Hand Delivery: I personally delivered the document(s) to the person(s) at the address(es) listed below; or (2) I left the document(s) at the address(es) with some person not younger than 18 years of age.

**PERSON(S) SERVED:**

Name	<u>Steve Bach, Bayview Real Estate Svc., Inc.</u>
Address	<u>388-12th Ave.</u>
City, State, Zip	<u>San Francisco, CA 94118 emailed to: sbach1234@aol.com</u>

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and the documents were served on 10/3/2022 (insert date served).

Lisa Souriya  
PRINT YOUR NAME

Lisa Souriya  
SIGNATURE

10/3/2022  
DATE

Name	Owner, Equity Avg, LLC
Address	16521 Academia Drive
City, State, Zip	Encino, CA 91436 emailed to: danhaka@gmail.com

Name	Robert F. Costa City of Oakland Housing & Community Development Department Rent Adjustment Program Analyst II
Address	emailed to: RCosta@oaklandca.gov
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

To serve more than 8 people, copy this page as many times as necessary and insert in your proof of service document. If you are only serving one person, you can use just the first and last page.

## CITY OF OAKLAND



250 FRANK H. OGAWA PLAZA, SUITE 5313, OAKLAND, CALIFORNIA 94612-2034  
Housing and Community Development Department  
Rent Adjustment Program

TEL(510) 238-3721  
FAX (510) 238-3691  
CA Relay Service 711

### HEARING DECISION

**CASE NUMBER:** T22-0124

**CASE NAME:** Benafield v. Equity Avg. LLC

**PROPERTY ADDRESS:** 341 Somerset Road, Oakland, California

**HEARING DATES:** October 11, 2022 and October 24, 2022

**APPEARANCES:** Petitioner Kevin Benafield  
Respondent Daniel Hakakha (managing partner of Equity Avg. LLC)  
Respondent's Agent Steve Bach (property manager for Equity Avg. LLC)

### SUMMARY OF DECISION

The Petition is granted, in part.

### CONTENTIONS OF THE PARTIES

Tenants Kevin Benafield and Lisa Souriya ("Petitioners") filed a petition alleging that they received an illegal rent increase from \$1,429.00 to \$1,753.00. Petitioners contended that this increase was above the allowable amount; the increase was unlawful because they did not receive proper notice; the notice was not properly served, and/or they were not provided with the Notice to Tenants of the Residential Adjustment Program ("RAP Notice"); an exemption from the Rent Adjustment Ordinance was based on fraud or mistake; and the initial rental amount was unlawful.

At the initial remote hearing, Mr. Benafield clarified that the \$1,753.00 amount listed in the petition did not represent recurring monthly rent, rather, it was the amount of a garbage collection invoice they received from Owner Equity Avg. LLC ("Owner").

Petitioners also alleged that they suffered various decreases in services beginning on October 9, 2018: no maintenance on exterior lights; no maintenance on rain gutter; tenant installed security lights and locks due to frequent burglaries; discontinued weekly landscaping services; and discontinued quarterly pest control. Further, the Petitioners alleged that they suffered the following decreases in services: no hot water for washer in laundry room (beginning March 1, 2022); back billing of garbage bill (beginning March 22, 2022); owner owed back balance on water bill due to leak (beginning May 9, 2022); and partial repair of a sewer line (beginning May 18, 2022).

000165

Owner Equity Avg. LLC (“Respondent”) filed a response contending that all rent increases imposed on Petitioners were based on the allowable consumer price index amount; all rent increase notices were provided in a timely manner; there was no exemption from the Rent Adjustment Program; and Petitioners’ initial rental amount was lawful. Respondent further contended that the Petitioners’ claims of decreases in service were false. Finally, Respondent contended that Petitioners were not being unlawfully charged for utilities.

### ISSUES

1. Can Respondent lawfully charge the Petitioners for garbage collection?
2. Have the Petitioners’ housing services been decreased, and if so, by what amount?

### EVIDENCE

Mr. Benafield testified that, at the commencement of Petitioners’ tenancy in or around March 2013, Petitioners received a copy of a Notice to Tenants of the Residential Rent Adjustment Program from the prior owner.<sup>1</sup> Mr. Benafield testified that Petitioners were current on rent. Petitioners submitted copies of checks showing payments of rent for September and October 2022.<sup>2</sup>

#### *Garbage Collection*

Mr. Benafield stated that Petitioners were challenging an invoice that they received from Respondent in the amount of \$1,753.32. Mr. Benafield testified that before Respondent purchased the property, Petitioners received garbage collection invoices from the prior owner and always submitted payment to the prior owner for the amounts listed in those invoices.

Petitioners submitted a document entitled “Historical Rent Ledger”.<sup>3</sup> The document references quarterly garbage collection invoices from the prior owner of the property from April 2013 through October 2018. Mr. Benafield testified that upon Respondent’s purchase of the property in late 2018, Petitioners stopped receiving quarterly invoices.

Mr. Benafield testified that, in March 2022, Petitioners received an invoice from Respondent stating that Petitioners owed money to Respondent for unpaid garbage collection fees.<sup>4</sup> The invoice indicated that Petitioners owed \$1,753.32 for garbage collection from the beginning of 2019 through March 2022. It was undisputed that Petitioners had not received an invoice for garbage collection since September 2018, which pre-dated Respondent’s ownership of the property.

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<sup>1</sup> Exhibit 2, March 5, 2013 Lease and RAP Notice

<sup>2</sup> Exhibit 5, Copies of checks and cover letters referencing payment of rent.

<sup>3</sup> Exhibit 6, Historical Rent Ledger

<sup>4</sup> Exhibit 1, Invoice “Waste Management 341-347 Somerset”

Mr. Benafield testified that, after receiving the invoice, Petitioners did not pay the full amount listed on the invoice.

Mr. Benafield testified that on July 15, 2022, Petitioners mailed a check for \$421.35 for garbage collection for January through September 2022. He stated it was mailed overnight and certified to Mr. Bach's office. Mr. Benafield stated that the post office attempted to deliver the check three times but were unsuccessful. Mr. Bach testified that he never received the check. Mr. Bach stated that he is often out of the office and that there is no secretary at the office.

Mr. Benafield stated Respondent never informed Petitioners that Petitioners were responsible for the garbage collection fees until Petitioners received the March 2022 invoice. Mr. Benafield stated that at some point after Respondent took possession of the property, Ms. Souriya asked Mr. Bach about the garbage collection fees and that Mr. Bach responded "I'm getting it together" or "Don't worry about it". Mr. Benafield testified that in approximately January 2019, he asked Mr. Bach about the garbage collection fees. Mr. Benafield stated that in December 2018 and February and March 2019, Ms. Souriya sent emails to Mr. Bach regarding garbage collection fees, however no such emails were submitted into evidence by Petitioners.

Mr. Bach testified he never received an email about any issue from Ms. Souriya. However, during Respondent's closing argument, Mr. Bach stated Ms. Souriya sent him an email in early 2019 that stated that Petitioners had received a delinquent garbage collection bill from the waste management company. Mr. Bach stated he never received an email about any issue from Mr. Benafield until Respondent sent the invoice for garbage collection.

Mr. Bach testified that Respondent took possession of the property in late 2018. Mr. Bach confirmed that the first time Respondent sent a garbage collection invoice to Petitioners was in March 2022. Respondent sent the March 2022 invoice along with bills from the garbage collection company. Mr. Hakakha testified that the invoice was not intended to be a rent increase, but rather, was documentation of money owed by Petitioners under the terms of their lease. Mr. Bach also testified that the invoice was not intended to reflect a rent increase. Mr. Hakakha argued that because garbage collection continued interrupted, there was no decrease in services.

Mr. Hakakha stated several times that garbage collection is a utility. He stated that he considers it a utility because it is governed by paragraph 11 (titled "Utilities") of the lease. Respondent submitted a copy of the controlling lease, which states:

9. UTILITIES: Tenant agrees to pay for all utilities and services and the following charges \_\_\_\_\_ except None, which shall be paid for by Landlord. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Landlord. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Landlord is only responsible for installing and maintaining one telephone jack and

one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.<sup>1</sup>

Mr. Bach stated that no garbage collection invoices were sent to the tenants because there was “too much work to do” and because Covid had created a lot of management problems. Mr. Hakakha stated that the elapsed time between Respondent taking ownership and submitting an invoice to Petitioners does not excuse Petitioners from providing money to Respondent for garbage collection. Mr. Bach stated that Petitioners’ lease requires Petitioners to pay for garbage collection and makes no reference to how frequently Respondent must provide invoices to Petitioners.

Mr. Hakakha stated that Petitioners paid garbage collection fees from the time Petitioners moved into the property in 2013 until the time Respondent purchased the property, which he argued showed acknowledgment that Petitioners must pay the fees. Mr. Hakakha stated that Respondent is required to register garbage collection services in its name, asserting that doing so is a requirement of either the City of Oakland or the County of Alameda. Mr. Hakakha argued that because Mr. Benafield testified that Petitioners paid some of the 2022 garbage collection fees, it showed that Petitioners were agreeable to paying the fees. But Mr. Hakakha clarified that Respondent had no record of Petitioners paying any garbage collection fees for 2022.

### ***Decrease in Housing Services***

#### *Maintenance on Exterior Lights/Tenant Installed Security Lights and Locks*

Mr. Benafield testified that prior to Respondent’s ownership of the property, a property manager maintained exterior lighting in good-working order. Mr. Benafield stated that in January or February 2019, a light on the exterior of the back unit at the property stopped working. Mr. Benafield stated that that light illuminates a courtyard and a set of stairs. Mr. Benafield testified that he informed Mr. Bach of the problem shortly after it began. Mr. Benafield stated that Mr. Bach responded by saying he would send someone over to fix it, but that Mr. Bach never sent anyone.

Mr. Bach testified that he did not remember such a conversation, but that he did remember another tenant at the property telling him about the issue. Mr. Bach then stated, “They need to email me so we both have a record of things.” During the second hearing, Mr. Bach acknowledged that Mr. Benafield did tell him at some point that some of the exterior lights at the property were out. Mr. Bach reiterated that Mr. Benafield did not make any complaints in writing about the exterior lights. Mr. Bach said his understanding was that the tenants had replaced the light bulbs and that it was not a big issue. Finally, Mr. Bach stated that Mr. Benafield never identified which specific light fixtures were not functioning.

Mr. Benafield testified that in approximately March 2019, other exterior lights that illuminated a courtyard and a pedestrian walkway stopped working. Mr. Benafield testified that his neighbor informed Mr. Bach about the problem. Mr. Benafield testified

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<sup>1</sup> Exhibit 2, March 5, 2013 Lease and RAP Notice



that shortly after April 2020, he told Mr. Bach that the lights at the pedestrian walkway needed to be repaired because not having the lights was an invitation for thieves to enter the property. Mr. Benafield testified that Mr. Bach said he would send someone out to repair the issue. Mr. Bach stated that no such conversation occurred. Mr. Benafield testified that Mr. Bach never sent anyone to repair the courtyard or pedestrian walkway lighting.

Mr. Bach testified that Mr. Benafield only told him about crime at the property immediately before the instant petition was filed. Mr. Bach then stated, "Shoot me an email. You get me in the middle of the day when I've got a billion things to do afterward, I can forget about it and I don't want to. I'm cleaning out laundry or dealing with other issues around the property and 'by the way, there's a light out' or something."

Mr. Benafield testified that at some point in 2020, the lights on the east side of the building stopped working. Mr. Benafield testified that he did not speak to Mr. Bach about that problem. Mr. Benafield could not provide a date the problem began. Mr. Benafield stated that he and some neighbors installed lights to repair that issue.

Mr. Bach testified that the only person who ever complained about the exterior lights was another tenant at the property. Mr. Bach testified that the other tenant did not identify which lights were not working. Rather, the other tenant only stated that some of the exterior light bulbs needed to be changed. Mr. Bach also stated that the tenant said that the tenant had changed the bulbs, so Mr. Bach did not do anything.

Finally, Mr. Benafield testified that he had to install security lights and locks because of the lack of adequate exterior lighting. Mr. Hakakha argued that even well-lit properties experience crime.

Mr. Hakakha stated that if, in fact, the tenants at the property did replace lights, they did so without permission from Respondent. He further stated that if that occurred, it would have caused Respondent to be unaware that there was a problem with the lights. Mr. Hakakha stated that if Petitioners had followed a process of informing Respondent in writing about the problem, Respondent would have made any necessary repairs.

Mr. Benafield acknowledged that as of the date of the second hearing, most of the exterior lights were functioning, except for perimeter lighting on a staircase that leads from the property to Park Boulevard. Mr. Bach argued that there is a working flood light that provides sufficient lighting for that staircase. Mr. Bach additionally stated that there is lighting on an adjoining property that illuminates the shared pedestrian walkway.

#### *Clogged Rain Gutters*

Mr. Benafield testified that the prior owners of the property periodically sent workers to clear debris from the rain gutters at the property. He stated that from the time Respondent purchased the property, the rain gutters were never cleared. He testified that as a result, water poured from the roof onto a walkway and into the garage when it rained.

Mr. Benafield testified that, in the winter of 2020 and in December 2021, he told Mr. Bach about the problem. He stated that both times, Mr. Bach told him that he would send someone out to examine the issue. Mr. Benafield further testified that Mr. Bach was informed that Mr. Benafield had cleaned out the gutters. Mr. Benafield also claimed that Mr. Bach saw Mr. Benafield cleaning out the gutters on the Saturday of Easter weekend of 2022.<sup>1</sup> Mr. Benafield stated that Mr. Bach told him that tenants should not be on the roof. Mr. Benafield testified that Mr. Hakakha was also at the property while Mr. Benafield was cleaning out the rain gutters. Mr. Hakakha stated that he does not remember that occurring and that he did not have a record of being at the property on the Saturday of Easter weekend of 2022.

Mr. Bach testified that approximately a year or a year and a half before the first hearing, one of the tenants told him that they had cleared out the gutters. Mr. Bach testified that Respondent never sent anyone out to clear out the rain gutters.

Mr. Benafield submitted a photograph, which he testified was taken by Ms. Souriya approximately two to three weeks prior to the first hearing in this case.<sup>2</sup> The photo is taken from the top of an exterior staircase and pooling water is visible on a walkway at the bottom of the stairs.

Mr. Hakakha stated that Mr. Bach is very professional, is sometimes very busy, and has a lot of responsibilities. Mr. Hakakha stated that if Respondent had received written correspondence from Petitioners regarding a problem with the rain gutters, Respondent would have inspected the rain gutters and resolved any issue. Mr. Hakakha further stated that if the tenants cleaned out the rain gutters, it would have prevented Respondent from being aware that there was a problem. Mr. Bach argued that rain gutters are not a service that tenants are entitled to. Finally, Mr. Hakakha stated that the photo provided by Petitioners did not show the source of the water on the ground.

### *Landscaping Services*

Mr. Benafield testified that prior to Respondent's ownership of the property, weekly landscaping services were provided by the previous owner. He stated that these services were provided from the beginning of his tenancy. Mr. Benafield testified that workers mowed the lawn, trimmed bushes and trees, fertilized, watered, ensured that sprinkler systems functioned, and landscaped a stairway coming up from Park Boulevard.

Mr. Benafield stated that these services were discontinued approximately one month after Respondent became the owner of the property. Mr. Benafield stated that in January 2019, he spoke to Mr. Bach regarding the lack of landscaping services and was informed that it was not a priority.

Mr. Benafield stated that Respondent has done no landscaping at the property since the services were discontinued. He further testified that he and another tenant have done some landscaping themselves over the last three years.

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<sup>1</sup> Judicial Notice was taken of the fact that Easter fell on April 17, 2022

<sup>2</sup> Exhibit X, Photograph Taken from the Top of Staircase at the Property

Mr. Benafield submitted three photos of the landscaping at the property.<sup>1</sup> He stated that Ms. Souriya took all three photos approximately two weeks prior to the first hearing. Mr. Benafield asserted that the first photograph depicted the remains of a lemon tree that had fallen. Mr. Benafield claimed that the lemon tree died because Respondent discontinued the landscaping services. Mr. Benafield stated that the second photograph depicted dying ferns and that the third photograph depicted a dead lawn. Mr. Hakakha stated that the photographs submitted by Petitioners showed “one-off, extremely rough spots that were . . . limited, isolated spots that do not reflect the quality of landscaping at the property as a whole.”

Mr. Bach testified that the third photograph depicted a “small area that was grass.” He stated that he did not remember the grass ever being in “great shape.” He further stated, “What am I going to do, start pouring tons of water on it to keep it green?”

Mr. Hakakha testified that he did not know whether there was weekly landscaping under prior ownership. He stated that if there was weekly landscaping, he was not aware of why there was weekly landscaping. He argued that weekly landscaping may not be efficient or necessary. Mr. Hakakha argued that the frequency of landscaping service is not indicative of whether there was adequate landscaping service.

Mr. Bach stated that he had seen the landscaping at the property on numerous occasions and that it always looked fine. Mr. Bach acknowledged that Respondent discontinued regular landscaping services because they determined that the plants were low maintenance, and that landscaping could be provided on an as-needed basis. Mr. Hakakha stated that the hillside is maintained as required by the fire department. There are properties of different scopes and different sizes and not . . . every corner or every bit, unless it’s a museum, is pristine.”

#### *Pest Control Services*

Mr. Benafield testified that, from the beginning of Petitioners’ tenancy, the prior owner sent an Orkin pest control technician to the property on a quarterly basis. He stated that there were no problems with any pests or vermin while this service was provided. He stated that the quarterly pest control was discontinued in June, July, or August 2020. Mr. Bach testified that there was no record of any pest control at the property conducted by or at the direction of the prior owner.

Mr. Benafield testified that, at some point in 2021, he noticed mouse droppings in his unit. Mr. Benafield testified that he has seen mouse droppings in a storage closet, in the kitchen, in the bedroom, and in the bathroom. Mr. Benafield offered into evidence two photographs that he stated showed mouse droppings in the unit.<sup>2</sup> He testified that, at some

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<sup>1</sup> Exhibit 4, Photographs of Landscaping at the Property (Mr. Hakakah objected that he did not know who took the photos, when they were taken, or what they depicted. The photographs were submitted into evidence over Mr. Hakakha’s objection because Mr. Benafield laid the foundation for them, by stating that Ms. Souriya took the photographs recently, and by identifying the areas and the subject of what they depicted. Additionally, Mr. Bach confirmed that the photographs depicted the property in its current state.

<sup>2</sup> Exhibit, Photographs

point in 2021, he told Mr. Bach that there was a problem with rodents in the unit. Mr. Benafield stated that Mr. Bach's response was, "You need to get some mouse traps." Mr. Benafield testified that Petitioners purchased and set mouse traps. Mr. Benafield stated that the traps have caught mice.

Mr. Benafield stated that after the first conversation with Mr. Bach, he never again complained to Respondent about pest issues. Mr. Bach stated that Petitioners never told him about a rodent infestation.<sup>1</sup> Mr. Hakakha stated that the first time Respondent became aware that there was a pest issue was when Mr. Benafield offered the photographs into evidence.

Mr. Bach testified that when he is at the property, the garage doors are open. Both Mr. Bach and Mr. Hakakha stated that tenants leaving the garage doors open would prevent Respondent from eliminating pests at the property. Mr. Hakakha also argued that Petitioners created circumstances conducive to rodents by filling a storage closet with bedding, cloth, and textiles.

#### *Lack of Hot Water in Laundry Room*

Mr. Benafield testified that, in March 2020, he called Mr. Bach and informed him that there was no hot water being provided to the washing machine. Mr. Benafield stated that, shortly after that conversation, Respondent replaced the water heater but that did not resolve the problem. He stated that he immediately called Mr. Bach and informed Mr. Bach that there was still no hot water in the washing machine. Mr. Benafield stated that he called Mr. Bach again in August 2020 to ask that the issue be repaired but was told by Mr. Bach that it was not a priority.

Mr. Benafield acknowledged that the hot water issue had been resolved prior to the second hearing.

#### *Repair to Sewer Line*

Mr. Benafield claimed that only a partial repair was made to the sewer line, however he testified that he has experienced no problems due to his claimed partial repair. Mr. Bach stated that there was no partial repair, it was a complete repair.

#### *Water Bill Increase Due to Alleged Leak*

Mr. Benafield testified that the Respondent paid for the increased water bill.

#### *Lease Requirement that Complaints be Made in Writing*

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<sup>1</sup> After the first hearing, Mr. Bach indicated that he visited the property to investigate some of the issues raised in the Petition. Any investigation and/or work done related to defects after the first hearing by Respondent related to alleged is considered a subsequent remedial measure and is not considered as evidence of the existence of any defect. Although Hearing Officers are not bound by the California Evidence Code, here, because such remedial measures should be encouraged, Respondent's should not be penalized for taking action to examine alleged defects. See: Cal. Evid. Code section 1151.

Mr. Bach and Mr. Hakakha argued that paragraph eleven of the lease requires Petitioners to inform Respondent of any problem in writing. Paragraph eleven states, in part, "Tenants shall immediately notify Landlord, in writing, of any problem, malfunction or damage." Mr. Bach and Mr. Hakakha argued that because Petitioners never complained in writing about any defect listed in the complaint, none of the alleged defects amounted to a decrease in service. Mr. Benafield testified that when he made oral complaints to Mr. Bach, Mr. Bach never told Mr. Benafield to submit them in writing.

## FINDINGS OF FACT AND CONCLUSIONS OF LAW

### *Utilities*

**The Owner cannot lawfully charge the Petitioners for garbage collection because it is illegal to divide utility bills at multi-unit properties.**

Petitioner's unit is one of four apartments at the property. The garbage collection bill is in Respondent's name and charged to each of the tenant's by dividing the total bill.

Rent Adjustment Program Regulations section 10.1.10 states:

When more than one rental unit shares any type of utility bill with another rental unit, it is illegal to divide up the bill between units. Splitting the cost of utilities among tenants who live in separate units is prohibited by the Public Utilities Commission Code and PG&E Rule 18. The best way to remedy the bill is to install individual meters. If this is too expensive, then the property owner should pay the utility bill himself/herself and build the cost into the rent.

Neither the text of the Rent Adjustment Ordinance or the Rent Adjustment Program Regulations define "utilities". However, prior Rent Adjustment Program hearing decisions have concluded that garbage collection is a utility.<sup>1</sup>

Additionally, one Alameda County Superior Court case considered the issue of whether splitting waste management bills among tenants in multi-unit building is prohibited under the Oakland Rent Adjustment Program.<sup>2</sup> Although not precedent, the reasoning of the decision, being sound, is adopted here. The court pointed to dictionary definitions that define utilities as "basic housing services", to interpret the RAP Regulations use of "utilities" as services provided to tenants from third parties. The court specifically stated that, using that definition, garbage collection is a utility under the RAP Regulations.

Mr. Hakakha himself argued that garbage collection is a utility and not a service. As Mr. Hakakha correctly pointed out, the clause in the lease with which Respondent used to argue that Petitioners were responsible for the garbage collection fees is titled "Utilities".

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<sup>1</sup> See: T19-0301, *Burnett v. Joyce*; T16-0496, *Samatar v. Anastos*

<sup>2</sup> *Boulakdem v. Mosser*, RG21100186, "Order re: Ruling on Submitted Matter", November 5, 2021

Because garbage collection is a utility, it is unlawful for an owner to divide up a garbage collection bill between units at a multi-unit property.<sup>1</sup> This is even the case where it is specifically provided in the lease that the tenant is responsible for payment of waste management because any provision, whether written or oral, that violates the Rent Adjustment Ordinance is against public policy and void.<sup>2</sup> Therefore, the clause in the lease that requires Petitioners to pay for garbage collection is unenforceable.

Demanding money from tenants in excess of base rent and any allowable rent increases is an illegal rent increase. Here, Respondent demanded money from Petitioners for a utility by splitting the entire bill among the various units at the property. That money demanded is an illegal rent increase because “When more than one rental unit shares any type of utility bill with another rental unit, it is illegal to divide up the bill between units.”

Petitioners do not owe the Owner any amount for past garbage collection bills. Likewise, the Owner cannot charge the Petitioners for future garbage collection bills.

Petitioners established that they sent a check to Respondents in the amount of \$421.35, but Mr. Bach and Mr. Hakakha testified credibly that, at the time of second hearing, they had not received or deposited the check. If the check has since been deposited, Respondents must return the amount to Petitioners.

### *Decrease in Housing Services*

Under the Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent and may be corrected by a rent adjustment.<sup>3</sup> Housing services are all services provided by the owner related to the use or occupancy of a covered unit.<sup>4</sup> Tenants have the burden of proof with respect to each claim.

### *Timeliness*

At the commencement of Petitioners’ tenancy in or around March 2013, Petitioners received a copy of a Notice to Tenants of the Residential Rent Adjustment Program from the prior owner. If a decreased housing service is ongoing, a tenant may file a petition at any point but is limited in restitution for ninety days before the petition is filed.<sup>5</sup> Here, because Petitioners received the RAP Notice at the beginning of their tenancy, they are limited to restitution for ongoing decreases in housing services going back to April 21, 2022 (Ninety days prior to July 20, 2022, the filing date of the petition).

### *Lack of Written Complaints*

Respondent’s argument that Petitioners’ failure to provide Respondent with written complaints negates Petitioners’ decrease in housing services claims, is misguided. Under

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<sup>1</sup> 10.1.10

<sup>2</sup> Oak. Mun. Code section 8.22.180; *Gombiner v. Swartz*, 167 Cal.App. 4th 1365 (2008)

<sup>3</sup> Oak. Mun. Code section 8.22.070(F) and O.M.C. Section 8.22.11 O(E)

<sup>4</sup> Oak. Mun. Code section 8.22.020

<sup>5</sup> Oak. Mun. Code section 8.22.090(3)(b)

the Rent Adjustment Ordinance, a tenant may recover rent where a landlord “knew or should have known” about a decreased housing service.<sup>1</sup> The manner in which the tenant complained is not dispositive, even where complaints are required to be in writing per the lease. Any provision of a rental agreement, whether written or oral, that violates the Rent Adjustment Ordinance is against public policy and void.<sup>2</sup>

Further, the Rent Adjustment Ordinance does not require that a tenant complained to the landlord at all regarding decreases in housing service to prevail on a claim. If a landlord knows that a housing service has been decreased, no matter how the landlord acquired that knowledge, a tenant may prevail on a decrease in housing services petition.<sup>3</sup>

However, as discussed below, a lack of written complaints may prevent a tenant from meeting their burden of proof that a landlord knew or should have known about a decrease in housing services. It may also cause uncertainty on when a landlord learned about a decrease in housing services.

*Lack of Maintenance on Exterior Lights.*

Mr. Benafield testified credibly that, at various times over the last year, some exterior lights were not working at the property. It is accepted that Mr. Benafield told Mr. Bach that exterior lights were not working. Mr. Bach acknowledged that he received oral complaints about issues at the property when he stated, “You get me in the middle of the day when I’ve got a billion things to do afterward, I can forget about it and I don’t want to. I’m cleaning out laundry or dealing with other issues around the property and ‘by the way, there’s a light out’ or something.”

However, it is not clear that the exterior needed repair when Mr. Bach visited the property. The tenants told Mr. Bach that they had changed the bulbs to exterior lights. Mr. Bach testified that all of the times he visited the property the exterior lights were working, with the exception of the lights on the stairway leading to Park Boulevard. Mr. Bach testified that he just learned that those stairway lights were not working. Even if there are other lights that illuminate portions of the stairway, some of the lights were not working.

There was not sufficient evidence to prove that Respondent knew or should have known that the lights on stairway to Park Boulevard were not functioning prior to the hearings. Therefore, Petitioners are not entitled to past compensation for a decrease in services for lack of maintenance on exterior lights. However, because Respondent is now on notice of the non-functioning lights on the stairway to Park Boulevard, Petitioners will be entitled to a one-percent rent reduction until those lights are repaired or replaced, beginning from after the expiration of the appeal period to the Rent Board has expired. If the issue is resolved prior to the appeal period expiring, Petitioners are not entitled to a rent reduction for this issue.

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<sup>1</sup> Oak. Mun. Code section 8.22.090(3)(b)

<sup>2</sup> Oak. Mun. Code section 8.22.180; *Gombiner v. Swartz*, 167 Cal.App. 4th 1365 (2008)

<sup>3</sup> Oak. Mun. Code section 8.22.090(3)(b)

Tenant-installed security lights and locks do not amount to a decrease in housing services. Housing services are all services provided by the owner related to the use or occupancy of a covered unit. Tenant-installed security lights and locks are not services provided to the owner. Therefore, Petitioners decrease in housing services claim as to those items is denied.

#### *Lack of Maintenance on Rain Gutters*

Mr. Bach's assertion that rain gutters are not a service that tenants are entitled to is incorrect. Where rain gutters were provided at the beginning of a tenancy, removal of or failure to maintain rain gutters may be considered a decrease in services.<sup>1</sup>

However, Petitioners failed to meet their burden that they suffered a decrease in housing services related to lack of maintenance on the rain gutters. The single photograph that Petitioners submitted does not conclusively demonstrate inadequate maintenance of the rain gutters. Additionally, Mr. Benafield failed to demonstrate through his testimony that there was excessive pooling of water that negatively impacted Petitioners' tenancy.

Although Mr. Benafield testified credibly that Mr. Bach was aware that the rain gutters were clogged, the tenants informed Mr. Bach that they cleared out the rain gutters themselves. It is unclear whether Respondent was given a reasonable time to do any necessary work. Therefore, Petitioners' decrease in housing services claim as to the lack of maintenance on the rain gutters is denied.

#### *Weekly Landscaping Services*

Mr. Benafield testified credibly that prior to Respondent purchasing the property, weekly landscaping services were provided throughout the property. The photographs submitted into evidence, along with Mr. Bach's acknowledgement that one of the areas depicted a "small area that was grass," establish that that a lack of adequate landscaping has negatively impacted Petitioners' tenancy.

Although Mr. Hakakha testified that that the hillside is maintained as required by the fire department, Respondent presented no compelling evidence that any landscaping has been done at its direction since it took ownership of the property. Rather, testimony from Mr. Benafield, Mr. Bach, and Mr. Hakakha established that no landscaping had been done, except by the tenants, since Respondent took ownership.

Petitioners were provided with weekly landscaping from the time they move into their unit. The weekly landscaping ceased upon Respondent's ownership in October 2018. The lack of service caused a lawn to die and caused other vegetation at the property to decay. Therefore, Petitioners suffered a decrease in housing services without a corresponding decrease in rent.

As a result, Petitioners are entitled to a five-percent decrease in rent from ninety days prior to the hearing through the date of the second of the hearing. Additionally,

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<sup>1</sup> Find RAP Case cite



Petitioners are entitled to an ongoing decrease of five percent until weekly landscaping is restored.

#### *Pest Control Services*

Mr. Benafield testified credibly that prior to Respondent purchasing the property, quarterly pest control services were provided at the property. However, unlike with the discontinuation of the periodic landscaping services, Petitioners did not establish that lack of quarterly pest control services negatively impacted Petitioners' tenancy. Mr. Benafield's testimony established that it was not until three years or more after the pest control services were discontinued that he complained about any pest issue.

Although Mr. Bach telling Petitioners that they should buy some mouse traps may be an inadequate response to being informed that there were mice in Petitioners' unit, Petitioners did buy mouse traps and never complained again to Respondent about pests. It is accepted that Respondent believed that the issue was resolved.

Therefore, Petitioners' decrease in services claim regarding discontinued pest control services is denied. However, should Respondent receive complaints from Petitioners regarding pests in the future, Respondent should take all necessary steps to investigate and address any infestation.

#### *Hot Water in Laundry Room*

Petitioners established that beginning around March 2020, there was no hot water being provided to the washing machine. Respondents attempted to repair this issue by replacing a water heater. Petitioners established that the replacement of the water heater did not resolve the issue. Respondents testified credibly that the issue has since been resolved. Petitioners failed to prove that the issue existed within ninety days prior to the filing of the petition, which could have entitled them to a decrease in rent. Therefore, Petitioners' decrease in services claim regarding hot water in the laundry room is denied.

#### *Repair to Sewer Line*

Petitioners claimed that Respondents made an inadequate repair to the sewer line at the property but failed to present any evidence to support that allegation. Therefore, Petitioners' decrease in services claim related to the sewer line is denied.

Although Petitioners did not establish that they suffered a decrease in service related to the sewer line at the property, Respondent is encouraged, if it has not already, to ensure it is in compliance with the Sewer Lateral Ordinance, Oak. Mun. Code 13.08.010, *et seq.*

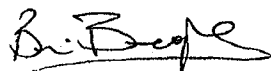
#### *Water Bill Increase Due to Alleged Leak*

Mr. Benafield acknowledged that Respondent paid all amounts related to any increase in the water bill that was caused by an alleged leak. Petitioners' decrease in services claim related to the water bill increase is denied.

## Order

1. Petition T22-0124 is granted, in part.
2. Respondent cannot charge Petitioners for past, current, or future garbage collection bills. Any money collected by Respondent from Petitioners for garbage collection in 2022 must be returned to Petitioner by February 28, 2022.
3. The base rent for the unit is \$1,455.89 before consideration of restitution or any current decreased housing services.
4. The Petitioner is owed restitution in the amount of \$461.90 due to the decreased housing service (discontinued landscaping). This overpayment is adjusted by a rent decrease for the next three months in the amount of \$153.97 per month.
5. If the weekly landscaping service has not been restored, Petitioners are additionally entitled to an ongoing rent decrease of five percent (\$72.79) until the service is restored.
6. If the exterior lights on the stairwell leading to Park Boulevard were not repaired or replaced as of December 1, 2022, Petitioners are additionally entitled to an ongoing rent reduction of one percent (\$14.56) until the service is restored. This rent reduction shall begin after the expiration of the appeal period referenced in paragraph nine of this Order, unless the service has already been restored by that date.
7. When the services are restored, any rent increase based on the restoration of services may only be taken following a valid change of terms of tenancy notice pursuant to California Civil Code section 827. A rent increase for restoration of decreased housing services is not considered a rent increase for purposes of the limitation on one rent increase in twelve (12) months pursuant to Oakland Municipal Code section 8.22.070(A). (One Rent Increase Each Twelve Months).
8. Nothing in this Order prevents the owner from increasing the Petitioner's rent according to the laws of the Rent Adjustment Ordinance and the State of California at any time.
9. 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: January 12, 2023



Brian Brophy  
Hearing Officer  
Rent Adjustment Program

**PROOF OF SERVICE**

**Case Number: T22-0124**

**Case Name: Benafield v. Equity Avg, LLC**

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 documents listed below by placing a true copy in a City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Oakland, California, addressed to:**

**Documents Included**

Hearing Decision

**Manager**

Steve Bach, Bayview Real Estate Svc., Inc.  
388-12th Ave.  
San Francisco, CA 94118

**Owner**

Equity Avg., LLC  
16521 Academia Drive  
Encino, CA 91436

**Tenant**

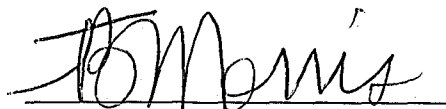
Kevin Benafield  
341 Somerset Road  
Oakland, CA 94611

**Tenant Representative**

Lisa Souriya  
341 Somerset Road  
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 **January 12, 2023**, in Oakland, California.



Teresa Brown-Morris  
Oakland Rent Adjustment Program

**000179**



**CITY OF OAKLAND**  
**RENT ADJUSTMENT PROGRAM**  
250 Frank H. Ogawa Plaza, Suite 5313  
Oakland, CA 94612-0243  
(510) 238-3721  
CA Relay Service 711  
[www.oaklandca.gov/RAP](http://www.oaklandca.gov/RAP)

For Rent Adjustment Program date stamp.

## APPEAL

<b>Appellant's Name</b> Equity AVG LLC	<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant
<b>Property Address (Include Unit Number)</b> 341 Somerset Road, Oakland, CA 94611	
<b>Appellant's Mailing Address (For receipt of notices)</b> 388 12th Ave. San Francisco, CA 94118	<b>Case Number</b> T22-0124
	<b>Date of Decision appealed</b> 1/12/2023
<b>Name of Representative (if any)</b> Andrew Catterall Zacks, Freedman & Patterson, PC	<b>Representative's Mailing Address (For notices)</b> 601 Montgomery Street, Suite 400 San Francisco, CA 94111

**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.)*

- 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 the Owner's 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.)

**Supporting documents (in addition to this form) must not exceed 25 pages, and must be received by the Rent Adjustment Program, along with a proof of service on the opposing party, within 15 days of the filing of this document.** Only the first 25 pages of submissions from each party will be considered by the Board, subject to Regulations 8.22.010(A)(4). Please number attached pages consecutively. Number of pages attached: 25.

**• You must serve a copy of your appeal on the opposing parties, or your appeal may be dismissed. •**  
 I declare under penalty of perjury under the laws of the State of California that on February 1, 2023 I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first-class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<b>Name</b>	Kevin Benafield
<b>Address</b>	341 Somerset Road
<b>City, State Zip</b>	Oakland, CA 94611
<b>Name</b>	Lisa Sonriya
<b>Address</b>	341 Somerset Road
<b>City, State Zip</b>	Oakland, CA 94611

	2/1/2023
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**SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE**

**DATE**

## **IMPORTANT INFORMATION:**

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

- Appeals filed late without good cause will be dismissed.
- You must provide all the information required, or your appeal cannot be processed and may be dismissed.
- **Any response to the appeal by the responding party must be received by the Rent Adjustment Program, along with a proof of service on appealing party, within 15 days of service of the service of the appeal if the party was personally served. If the responding party was served the appeal by mail, the party must file the response within 20 days of the date the appeal was mailed to them.**
- There is no form for the response, but the entire response is limited to 25 pages or less.
- The Board will not consider new claims. All claims, except jurisdictional issues, 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 that you want the Board to review must be pre-designated to Rent Adjustment Staff.

**EXPLANATION REGARDING RENT BOARD APPEAL T22-0124**

**2a) The Decision Is Inconsistent With OMC Chapter 8.22, Rent Board Regulations or prior decisions of the board.**

In the decision, Hearing Officer Brian Brophy cites to Rule 10.10 as the basis for why the demand that the tenant pay for the garbage, as required by the lease, is an illegal rent increase. At page 10 of the decision, Hearing Officer Brophy cites to the relevant section:

Rent Adjustment Program Regulations section 10.1.10 states:

When more than one rental unit shares any type of utility bill with another rental unit, it is illegal to divide up the bill between units. Splitting the cost of utilities among tenants who live in separate units is prohibited by the Public Utilities Commission Code and PG&E Rule 18. The best way to remedy the bill is to install individual meters. If this is too expensive, then the property owner should pay the utility bill himself/herself and build the cost into the rent.

*(See decision at p. 10)*

However, this section, by its explicit terms, only applies to situations *where a utility bill is divided up between the units*. Here, each of the four apartments, including Tenant Petitioner's unit, receives its own bill (*see* attachment A hereto). The addresses on each of the four bills in Attachment A correspond to each the four apartments in the building. 341, 343, 345 and 347 Somerset. The amount billed to Tenant Petitioner in its quarterly bill--\$144.57—is the amount they are being billed for garbage, and object to in their petition.

In footnotes 1-2 on page 10 of the decision, Hearing Officer Brophy cites to the following further authority to support the decision:

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<sup>1</sup> See: T19-0301, *Burnett v. Joyce*; T16-0496, *Samatar v. Anastos*

<sup>2</sup> *Boulakdem v. Mosser*, RG21100186, “Order re: Ruling on Submitted Matter”, November 5, 2021

However, neither of these decisions involve the case here---where each unit is being billed individually. This authority, Rule 10.1.10 and the PUC Code are all contrary to Hearing Officer Brophy's decision.

## **2e) The Decision Was Not Supported By Substantial Evidence**

In the decision, Hearing Officer Brophy claims the demand that the Tenant Petitioner pay for the garbage, as required by the lease, is an illegal rent increase based on the following:

**The Owner cannot lawfully charge the Petitioners for garbage collection because it is illegal to divide utility bills at multi-unit properties.**

Petitioner's unit is one of four apartments at the property. The garbage collection bill is in Respondent's name and charged to each of the tenant's by dividing the total bill.

(See Decision at p. 9)

The decision cites to no evidence—and there is not “substantial evidence in the case record”—supporting this claim. Yet from this factual conclusion, the decision then states that:

Because garbage collection is a utility, it is unlawful for an owner to divide up a garbage collection bill between units at a multi-unit property.<sup>1</sup> This is even the case where it is specifically provided in the lease that the tenant is responsible for payment of waste management because any provision, whether written or oral, that violates the Rent Adjustment Ordinance is against public policy and void.<sup>2</sup> Therefore, the clause in the lease that requires Petitioners to pay for garbage collection is unenforceable.

(See Decision at p. 10)

Not only is the decision's conclusion that the garbage bill was divided not factually supported, it is incorrect: The addresses on each of the four bills in attachment A correspond to each the four apartments in the building. 341, 343, 345 and 347 Somerset. The amount billed to Tenant petitioner in its quarterly bill--\$144.57—is the amount they are being billed for garbage.

## **2f) Landlord Was Denied the Opportunity to Respond to the Petitioner's Claim**

The landlord was denied the opportunity to meaningfully respond to petitioner's claim, to the extent that hearing officer felt the landlord failed to provide evidence that each unit at the building was being individually billed for the garbage utilities, or to the extent that the hearing officer did not take this evidence into account. This information was apparently crucial to the question of whether the Tenant Petitioner was required to pay these costs, which was not apparently identified at the hearing. The Landlord should have the opportunity to present this evidence (in Exhibit A hereto) to the extent it was not presented at the hearing.








# EXHIBIT A

341 12/15/2022

DETAILS OF SERVICE				
Details for Service Location: Llc, Equity Avg., 341 Somerset Rd, Piedmont CA 94611-3338			Customer ID: 20-92969-53003	
Description	Date	Ticket	Quantity	Amount
AVAILABLE BULKY DAVIS ST XFR	01/01/22		4.00	0.00
Available Bulky Yards Per	01/01/22		4.00	0.00
64 Gallon Cart Service - Organics	01/01/22		1.00	0.00
20 Gallon Toter	01/01/22		1.00	138.39
<b>Total Current Charges</b>				<b>138.39</b>

**5 EASY WAYS TO PAY**

-  **Automatic Payment**  
Set up recurring payments with us at [wm.com/myaccount](http://wm.com/myaccount).
-  **Pay Through Your Financial Institution**  
Make a payment from your financial institution using your Customer ID.
-  **One-Time Payment**  
At your desk or on the go, use [wm.com](http://wm.com) or our WM mobile app for a quick and easy payment.
-  **Pay by Phone**  
Payable 24/7 using our automated system at 866-964-2729.
-  **Mail it**  
Write it, stuff it, stamp it, mail it. Envelope provided.

**HOW TO READ YOUR INVOICE**

**How To Contact Us**

Visit [wm.com](http://wm.com)

For all your waste management services, please call our Customer Service at 866-964-2729. We're here to help you with any questions you have.

Customer Service  
(866) 964-2729

**Your Payment is Due**

**August 19, 2017**

If all payment of the amount of your bill received by the invoice due date, you will be charged a monthly late charge of 2.5% of the unpaid amount, with a maximum charge of \$5.00 or with lesser late charges as set forth in the applicable law, ordinance or contract.

**Your Total Due**

**\$124.73**

If payment is received after 08/19/2017 - \$126.60

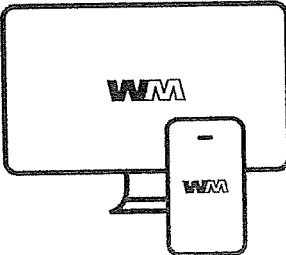
See meter for invoice details.

Subtotal	Payments	Adjustments	Current Charges	Total Due
124.73	(67.12)	0.00	124.73	124.73

Details for Service Location: 511 Jackson Street, Stockton CA 95205      Customer ID: 2-92269-02895  
PO Numbers: 45593

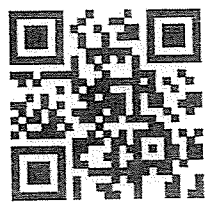
Description	Date	Ticket	Quantity	Amount
20 Gallon Toter	01/01/22		1.00	138.39
64 Gallon Cart Service - Organics	01/01/22		1.00	0.00
Available Bulky Yards Per	01/01/22		4.00	0.00
Available Bulky DAVIS ST XFR	01/01/22		4.00	0.00
<b>Total Current Charges</b>				<b>138.39</b>

- 1 States the date payment is due to Waste Management. Anything beyond that date may incur additional charges. Your **Total Due** is the total amount of current charges and any previous unpaid balances combined.
- 2 Previous balance is the total due from your previous invoice. We subtract any **Payments Received/Adjustments** and add your **Current Charges** from this billing cycle to get a **Total Due** on this invoice. If you have not paid all or a portion of your previous balance, please pay the entire **Total Due** to avoid a late charge or service interruption.
- 3 Service location details the total current charges of this invoice.



## Get More with My WM

Create a My WM profile to enroll in AutoPay & Paperless Billing, manage your services, view your pickup schedule and see your pickup ETA, all in one place.



Scan the QR code to get started today!

**EQUITY AVG LLC (SOMERSET)**  
16521 ACADEMIA DR  
ENCINO, CA 94136

1192  
11-5155/3210  
95

DATE 11/11/22

PAY TO THE ORDER OF Waste Management

one hundred thirty eight 39/100

\$ 138.39

DOLLARS

FIRST REPUBLIC BANK  
Private Banking-San Francisco  
111 Pine Street  
San Francisco, CA 94111  
Tel: 855-284-2355

FOR 20-92969-53003

# 341

John Bell



# INVOICE

341  
210 QTD 2022

**Customer ID:**  
Customer Name:  
Service Period:  
Invoice Date:  
Invoice Number:

**20-92969-53003**  
EQUITY AVG, LLC  
APR-MAY-JUN SERVICE  
04/01/2022  
3969818-2216-8

**How To Contact Us**

Visit **wm.com**

To setup your online profile, sign up for paperless statements, manage your account, view holiday schedules, pay your invoice or schedule a pickup

Customer Service:  
**(510) 613-8710**

**Your Payment Is Due**

**Due Upon Receipt**

Pyemt due upon receipt of invoice & delinquent 45 days later. Delinquent invoices are subject to monthly late charges of a minimum of \$5.00 up to 1.5% of the invoice amount, and are subject to property assessment, and a City subscription charge. See NOTICE on last page of invoice for details.

**Your Total Due**

**\$138.39**

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
138.39		(138.39)		0.00		138.39		<b>138.39</b>

### IMPORTANT MESSAGES

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✂ ----- Please detach and send the lower portion with payment ----- (no cash or staples) -----

Invoice Date	Invoice Number	Customer ID
	3969818-2216-8	20-92969-53003

**EQUITY AVG LLC (SOMERSET)**  
16521 ACADEMIA DR  
ENCINO, CA 94136

1206  
11-8168/2210 55

DATE 4/4/22

PAY TO THE ORDER OF WM Corp. Services, Inc. \$ 138.39

one hundred thirty eight 39/100 DOLLARS

FIRST REPUBLIC BANK  
Private Banking San Francisco  
111 Fine Street  
San Francisco, CA 94111  
Po 888-408-0283 Customer Care

#341

FOR 3969818-2216-8

Sean Ben



# INVOICE

341  
July 2022

Customer ID:  
Customer Name:  
Service Period:  
Invoice Date:  
Invoice Number:

20-92969-53003  
EQUITY AVG, LLC  
JUL-AUG-SEP SERVICE  
07/01/2022  
4099516-2216-9

**How To Contact Us**

Visit **wm.com**

To setup your online profile, sign up for paperless statements, manage your account, view holiday schedules, pay your invoice or schedule a pickup



Customer Service:  
**(510) 613-8710**

**Your Payment is Due**

**Due Upon Receipt**

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**Your Total Due**

**\$144.57**

<b>Previous Balance</b>	+	<b>Payments</b>	+	<b>Adjustments</b>	+	<b>Current Invoice Charges</b>	=	<b>Total Account Balance Due</b>
138.39		(138.39)		0.00		144.57		<b>144.57</b>

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Manage your account and pay your bill online or on your iPhone or Android. More at [wm.com/GoMobile](http://wm.com/GoMobile).

----- Please detach and send the lower portion with payment ----- (no cash or staples) -----

**WM**  
WASTE MANAGEMENT  
WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.

172 98TH AVENUE  
OAKLAND, CA 94603  
(510) 613-8710  
(510) 562-2854 FAX  
CALOAKLAND@WM.COM

<b>Invoice Date</b>	<b>Invoice Number</b>	<b>Customer ID</b> <i>(include with your payment)</i>
07/01/2022	4099516-2216-9	20-92969-53003
<b>Payment Terms</b>	<b>Total Due</b>	<b>Amount</b>
Due Upon Receipt	\$144.57	

2216000209296953003040995160000001445700000014457 4

0043520 01 AB 0.461 \*\*AUTO T6 0 7180 94118-210988 -C01-P43563-112  
EQUITY AVG, LLC  
388 12TH AVE  
SAN FRANCISCO CA 94118-2109

12216R06



Remit To:






WM CORPORATE SERVICES, INC.  
AS PAYMENT AGENT  
PO BOX 541008  
LOS ANGELES, CA 90054-1008

THINK GREEN:



DETAILS OF SERVICE				
<b>Details for Service Location:</b> Llc, Equity Avg,, 341 Somerset Rd, Piedmont CA 94611-3338			<b>Customer ID:</b> 20-92969-53003	
Description	Date	Ticket	Quantity	Amount
AVAILABLE BULKY DAVIS ST XFR	07/01/22		4.00	0.00
Available Bulky Yards Per	07/01/22		4.00	0.00
64 Gallon Cart Service - Organics	07/01/22		1.00	0.00
20 Gallon Toter	07/01/22		1.00	144.57
<b>Total Current Charges</b>				<b>144.57</b>

**5 EASY WAYS TO PAY**

-  **Automatic Payment**  
Set up recurring payments with us at [wm.com/myaccount](http://wm.com/myaccount).
-  **Pay Through Your Financial Institution**  
Make a payment from your financial institution using your Customer ID.
-  **One-Time Payment**  
At your desk or on the go, use [wm.com](http://wm.com) or our WM mobile app for a quick and easy payment.
-  **Pay by Phone**  
Payable 24/7 using our automated system at 866-964-2729.
-  **Mail It**  
Write it, stuff it, stamp it, mail it. Envelope provided.

**HOW TO READ YOUR INVOICE**

**How to Contact Us:**

Visit [wm.com](http://wm.com)

To let us know your order status, register for paperless billing, manage your account, view holiday schedules, pay your bill or schedule a pickup.

**CUSTOMER SERVICE**  
(833) 964-2729

**Your Payment is Due**

**August 19, 2017**

If full payment of the invoice amount is not received by the invoice due date, you will be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum charge of \$3.00, or such lesser late charge allowed under applicable law, regulation or contract.

**Your Total Due**

**\$124.73**

If payment is received after 08/19/2017: \$126.60

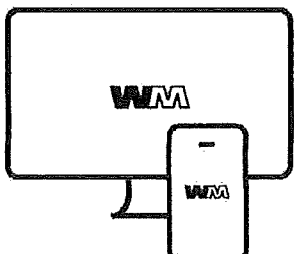
See notes for important messages.

12	(97.12)	0.00	124.73	124.73
----	---------	------	--------	--------

Details for Service Location: 311 Jackson Street, Stockton CA 95205      Customer ID: 2-82290-02885  
PO Number: 65693

Description	Date	Ticket	Quantity	Amount
AVAILABLE BULKY DAVIS ST XFR	07/01/17		1.00	0.00
Available Bulky Yards Per	07/01/17		1.00	0.00
64 Gallon Cart Service - Organics	07/01/17	2924	1.00	144.57
20 Gallon Toter				144.57
<b>Total Current Charges</b>				<b>124.73</b>


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- 2 Previous balance is the total due from your previous invoice. We subtract any **Payments Received/Adjustments** and add your **Current Charges** from this billing cycle to get a **Total Due** on this invoice. If you have not paid all or a portion of your previous balance, please pay the entire **Total Due** to avoid a late charge or service interruption.
- 3 Service location details the total current charges of this invoice.



## Get More with My WM

Scan to enroll in AutoPay & Paperless Billing, manage your services, view your pick up schedule and see your pick up ETA, all in one place.

Scan the QR code to get started today!



Visit [wm.com/MyWM](http://wm.com/MyWM)

**Check Here to Change Contact Info**

List your new billing information below. For a change of service address, please contact WM.

Address 1	
Address 2	
City	
State	
Zip	
Email	
Date Valid	

**Check Here to Sign Up for Automatic Payment Enrollment**

If I enroll in Automatic Payment services, I authorize WM to pay my invoice by electronically deducting money from my bank account. I can cancel authorization by notifying WM at [wm.com](http://wm.com) or by calling the customer service number listed on my invoice. Your enrollment could take 1-2 billing cycles for Automatic Payments to take effect. Continue to submit payment until page one of your invoice reflects that your payment will be deducted.

Email	
Date	
Bank Account Holder Signature	

**NOTICE:** By sending your check, you are authorizing the Company to use information on your check to make a one-time electronic debit to your account at the financial institution indicated on your check. The electronic debit will be for the amount of your check and may occur as soon as the same day we receive your check.

In order for us to service your account or to collect any amounts you may owe (for non-marketing or solicitation purposes), we may contact you by telephone at any telephone number that you provided in connection with your account, including wireless telephone numbers, which could result in charges to you. Methods of contact may include text messages and using pre-recorded/artificial voice messages and/or use of an automatic dialing device, as applicable. We may also contact you by email or other methods as provided in our contract.

Please send all bankruptcy correspondence to [RMCbankruptcy@wm.com](mailto:RMCbankruptcy@wm.com) or PO Box 43290 Phoenix, AZ 85080. Using the email option will expedite your request. (this language is in compliance with 11 USC 347(c)(2) of the Bankruptcy Code)

00043290-00000001-0006-037



# INVOICE

**424341  
Q1 2017**

**Customer ID:**  
Customer Name:  
Service Period:  
Invoice Date:  
Invoice Number:

**20-92969-53003**  
EQUITY AVG, LLC  
OCT-NOV-DEC SERVICE  
10/01/2022  
4214878-2216-3

**How to Contact Us**

**Visit [wm.com/MyWM](http://wm.com/MyWM)**

Create a My WM profile for easy access to your pickup schedule, service alerts and online tools for billing and more. Have a question? Check our support center or start a chat.



Customer Service: (510) 613-8710

**Your Payment is Due**

**Due Upon Receipt**

Pymt due upon receipt of invoice & delinquent 45 days later. Delinquent invoices are subject to monthly late charges of a minimum of \$5.00 up to 1.5% of the invoice amount, and are subject to property assessment, and a City subscription charge. See NOTICE on last page of invoice for details.

**Your Total Due**

**\$144.57**

Previous Balance	144.57	+	Payments	(144.57)	+	Adjustments	0.00	+	Current Invoice Charges	144.57	=	Total Account Balance Due	<b>144.57</b>
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### IMPORTANT MESSAGES

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----- Please detach and send the lower portion with payment ----- (no cash or staples) -----




WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.  
172 98TH AVENUE  
OAKLAND, CA 94603  
(510) 613-8710  
(510) 562-2854 FAX  
CALOAKLAND@WM.COM

Invoice Date	Invoice Number	Customer ID (Include with your payment)
10/01/2022	4214878-2216-3	20-92969-53003
Payment Terms	Total Due	Amount
Due Upon Receipt	\$144.57	



2216000209296953003042148780000001445700000014457 8

0041774 01 AB 0.491 \*\*AUTO T9 0 7270 94118-210988 -C01-P41815-11 34 I2216R23





  
EQUITY AVG, LLC  
388 12TH AVE  
SAN FRANCISCO CA 94118-2109



Remit To:   
WM CORPORATE SERVICES, INC.  
AS PAYMENT AGENT  
PO BOX 541008  
LOS ANGELES, CA 90054-1008

DETAILS OF SERVICE				
Details for Service Location: Llc, Equity Avg., 341 Somerset Rd, Piedmont CA 94611-3338			Customer ID: 20-92969-53003	
Description	Date	Ticket	Quantity	Amount
AVAILABLE BULKY DAVIS STREET TRANSFER	10/01/22		4.00	0.00
Available Bulky Yards Per	10/01/22		4.00	0.00
64 Gallon Cart Service - Organics	10/01/22		1.00	0.00
20 Gallon Toter	10/01/22		1.00	144.57
<b>Total Current Charges</b>				<b>144.57</b>

**EASY WAYS TO PAY**



-  **AutoPay**  
Set up recurring payments with us at [wm.com/myaccount](http://wm.com/myaccount).
-  **Online**  
Use [wm.com](http://wm.com) or My WM for a quick and easy payment.
-  **By Phone**  
Pay 24/7 by calling 866-964-2729
-  **By Mail**  
Fill out your invoice and mail it in. We'll provide the envelope.

**HOW TO READ YOUR INVOICE**

**How to Contact Us**

Visit [wm.com/MyWM](http://wm.com/MyWM)

Call a My WM line for easy access to your My WM account information and to schedule services. Have a question? Check our support website for a date.

Customer Service: (772) 929-8822

**Your Payment is Due**

January 1, 1968

If all payment of this invoice is not received by the payment due date, you may be charged a penalty late charge of 3.5% of the unpaid amount, which is commonly referred to as "finance charges".

**Your Total Due**

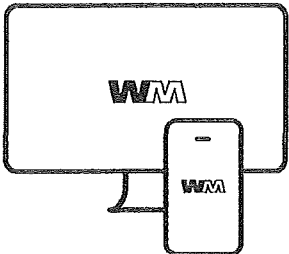
1 \$124.73

If payment is received after 01/01/2022 11:59:59

Previous Balance	Payments	Adjustments	Current Invoice Charges	Total Account Balance Due
2 119.68	(119.68)	0.00	124.73	124.73

Description	Date	Ticket	Quantity	Amount
3 Fee For	01/01/22		1.00	33.00
Fee For Payment	01/01/22		1.00	0.00
Long Haul Service	01/01/22	5934	1.00	15.00
Equity/ Somerset Charge				19.23
<b>Total Current Charges</b>				<b>124.73</b>


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- 3 Service location details the total current charges of this invoice.



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Scan the QR code to get started today!



Visit [wm.com/MyWM](http://wm.com/MyWM)

<input type="checkbox"/> <b>Check Here to Change Contact Info</b> List your new billing information below. For a change of service address, please contact WM.	<input type="checkbox"/> <b>Check Here to Sign Up for Automatic Payment Enrollment</b> If I enroll in Automatic Payment services, I authorize WM to pay my invoice by electronically deducting money from my bank account. I can cancel authorization by notifying WM at <a href="http://wm.com">wm.com</a> or by calling the customer service number listed on my invoice. Your enrollment could take 1-2 billing cycles for Automatic Payments to take effect. Continue to submit payment until page one of your invoice reflects that your payment will be deducted.																						
<table border="1" style="width: 100%;"> <tr><td>Address 1</td><td></td></tr> <tr><td>Address 2</td><td></td></tr> <tr><td>City</td><td></td></tr> <tr><td>State</td><td></td></tr> <tr><td>Zip</td><td></td></tr> <tr><td>Email</td><td></td></tr> <tr><td>Date Valid</td><td></td></tr> </table>	Address 1		Address 2		City		State		Zip		Email		Date Valid		<table border="1" style="width: 100%;"> <tr><td>Email</td><td></td></tr> <tr><td>Date</td><td></td></tr> <tr><td>Bank Account</td><td></td></tr> <tr><td>Holder Signature</td><td></td></tr> </table>	Email		Date		Bank Account		Holder Signature	
Address 1																							
Address 2																							
City																							
State																							
Zip																							
Email																							
Date Valid																							
Email																							
Date																							
Bank Account																							
Holder Signature																							

**NOTICE:** By sending your check, you are authorizing the Company to use information on your check to make a one-time electronic debit to your account at the financial institution indicated on your check. The electronic debit will be for the amount of your check and may occur as soon as the same day we receive your check.

In order for us to service your account or to collect any amounts you may owe (for non-marketing or solicitation purposes), we may contact you by telephone at any telephone number that you provided in connection with your account, including wireless telephone numbers, which could result in charges to you. Methods of contact may include text messages and using pre-recorded/artificial voice messages and/or use of an automatic dialing device, as applicable. We may also contact you by email or other methods as provided in our contract.

Please send all bankruptcy correspondence to [RMCbankruptcy@wm.com](mailto:RMCbankruptcy@wm.com) or PO Box 43290 Phoenix, AZ 85080. Using the email option will expedite your request. (this language is in compliance with 11 USC 342(c)(2) of the Bankruptcy Code)



# INVOICE

343  
10 OCT 2022

Customer ID:  
Customer Name:  
Service Period:  
Invoice Date:  
Invoice Number:

20-92976-33009  
EQUITY AVG, LLC  
JAN-FEB-MAR SERVICE  
01/01/2022  
3859859-2216-5

**How To Contact Us**

Visit **wm.com**

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Customer Service:  
**(510) 613-8710**

**Your Payment Is Due**

**Due Upon Receipt**

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**Your Total Due**

**\$138.39**

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
138.39		(138.39)		0.00		138.39		<b>138.39</b>

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1191  
11-3155/3210 95  
CHECK NUMBER

EQUITY AVG LLC  
(SOMERSET)  
16521 ACADEMIA DR  
ENCINO, CA 94135

DATE 1/11/22

PAY TO THE ORDER OF Waste Management \$ 138.39

one hundred thirty eight 39/100 DOLLARS

FIRST REPUBLIC BANK  
Private Banking-San Francisco  
111 Pine Street  
San Francisco, CA 94111  
855-468-9289

FOR 20-92976-33009 # 343

Dean Beal





# INVOICE

2022 315  
2022

Customer ID:  
Customer Name:  
Service Period:  
Invoice Date:  
Invoice Number:

20-92976-33009  
EQUITY AVG, LLC  
APR-MAY-JUN SERVICE  
04/01/2022  
3969819-2216-6

**How To Contact Us**

Visit **wm.com**

To setup your online profile, sign up for paperless statements, manage your account, view holiday schedules, pay your invoice or schedule a pickup

Customer Service:  
**(510) 613-8710**

**Your Payment Is Due**

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**Your Total Due**

**\$138.39**

<b>Previous Balance</b>	+	<b>Payments</b>	+	<b>Adjustments</b>	+	<b>Current Invoice Charges</b>	=	<b>Total Account Balance Due</b>
138.39		(138.39)		0.00		138.39		<b>138.39</b>

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Manage your account and pay your bill online or on your iPhone or Android. More at [wm.com/GoMobile](http://wm.com/GoMobile).

Please detach and send the lower portion with payment (no cash or staples)

Invoice Date \_\_\_\_\_ Invoice Number \_\_\_\_\_ Customer ID \_\_\_\_\_  
(Include with your payment)

**EQUITY AVG LLC  
(SOMERSET)**  
16521 ACADEMIA DR  
ENCINO, CA 94136

1209

11-8166/3210  
95

DATE 4/4/22

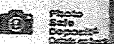


PAY TO THE ORDER OF WM Corp Services, Inc.

\$ 138.39

one hundred thirty eight 39/100

DOLLARS



**FIRST REPUBLIC BANK**  
Private Banking-San Francisco  
111 Pine Street  
San Francisco, CA 94111  
952-403-0288 Customer Care

# 343

FOR 3969819-2216-6

Deh Beck



# INVOICE

Customer ID:  
Customer Name:  
Service Period:  
Invoice Date:  
Invoice Number:

20-92980-03009  
EQUITY AVG, LLC  
JAN-FEB-MAR SERVICE  
01/01/2023  
4348281-2216-9

**How to Contact Us**

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Customer Service: (510) 613-8710

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**Your Total Due**

**\$144.57**

<b>Previous Balance</b>	+	<b>Payments</b>	+	<b>Adjustments</b>	+	<b>Current Invoice Charges</b>	=	<b>Total Account Balance Due</b>
144.57		(144.57)		0.00		144.57		<b>144.57</b>

### IMPORTANT MESSAGES

**Notice to California Residents** - We collect personal information in conjunction with accounts and processing of payments. You may have certain rights regarding your personal information. To learn more about your additional rights for California, effective January 1, 2023, visit [wm.com/privacy](http://wm.com/privacy) or call us at 1-855-782-6445.

The WM office is temporarily closed for the safety of employees from COVID-19. For more information, please visit [wm.com/alerts](http://wm.com/alerts).

WASTE MANAGEMENT OBSERVES THE FOLLOWING HOLIDAYS: New Year's Day, Thanksgiving and Christmas. If your collection day falls on the holiday or after, your service will be one day late.

Manage your account and pay your bill online or on your iPhone or Android. More at [wm.com/GoMobile](http://wm.com/GoMobile).

✂ ----- Please detach and send the lower portion with payment --- (no cash or staples) -----




WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.  
172 98TH AVENUE  
OAKLAND, CA 94603  
(510) 613-8710  
(510) 562-2854 FAX  
CALOAKLAND@WM.COM

Invoice Date	Invoice Number	Customer ID <i>(Include with your payment)</i>
01/01/2023	4348281-2216-9	20-92980-03009
Payment Terms	Total Due	Amount
Due Upon Receipt	\$144.57	



2216000209298003009043482810000001445700000014457 7

0043633 01 AB 0.491 \*\*AUTO T7 0 7362 94118-210988 -C01-P43676-112  
  
 EQUITY AVG, LLC  
 388 12TH AVE  
 SAN FRANCISCO CA 94118-2109

I2216R44



Remit To:   
 WM CORPORATE SERVICES, INC.  
 AS PAYMENT AGENT  
 PO BOX 541008  
 LOS ANGELES, CA 90054-1008

0043633-00000001-00846-88

  
Printed on recycled paper.

065-4446197-2216-8



# INVOICE

343  
3/20/2022

Customer ID:  
Customer Name:  
Service Period:  
Invoice Date:  
Invoice Number:

20-92976-33009  
EQUITY AVG, LLC  
JUL-AUG-SEP SERVICE  
07/01/2022  
4099517-2216-7

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Visit **wm.com**

To setup your online profile, sign up for paperless statements, manage your account, view holiday schedules, pay your invoice or schedule a pickup

Customer Service:  
**(510) 613-8710**

**Your Payment is Due**

**Due Upon Receipt**

Pymt due upon receipt of invoice & delinquent 45 days later. Delinquent invoices are subject to monthly late charges of a minimum of \$5.00 up to 1.5% of the invoice amount, and are subject to property assessment, and a City subscription charge. See NOTICE on last page of invoice for details.

**Your Total Due**

**\$144.57**

<b>Previous Balance</b>	+	<b>Payments</b>	+	<b>Adjustments</b>	+	<b>Current Invoice Charges</b>	=	<b>Total Account Balance Due</b>
138.39		(138.39)		0.00		144.57		<b>144.57</b>

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----- Please detach and send the lower portion with payment ----- (no cash or staples) -----

**WM**  
WASTE MANAGEMENT  
WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.

172 98TH AVENUE  
OAKLAND, CA 94603  
(510) 613-8710  
(510) 562-2854 FAX  
CALOAKLAND@WM.COM

Invoice Date	Invoice Number	Customer ID <i>(include with your payment)</i>
07/01/2022	4099517-2216-7	20-92976-33009
Payment Terms	Total Due	Amount
Due Upon Receipt	\$144.57	



2216000209297633009040995170000001445700000014457 5

0043521 01 AB 0.461 \*\*AUTO T6 0 7180 94118-210988 -C01-P43564-112  
EQUITY AVG, LLC  
388 12TH AVE  
SAN FRANCISCO CA 94118-2109

I2216R06



Remit To:

WM CORPORATE SERVICES, INC.  
AS PAYMENT AGENT  
PO BOX 541008  
LOS ANGELES, CA 90054-1008

THINK GREEN:



C65-4446196-2216-0

**DETAILS OF SERVICE**

**Details for Service Location:**

Lic, Equity Avg., 343 Somerset Rd, Piedmont CA 94611-3338

**Customer ID: 20-92976-33009**

Description	Date	Ticket	Quantity	Amount
AVAILABLE BULKY DAVIS ST XFR	07/01/22		4.00	0.00
Available Bulky Yards Per	07/01/22		4.00	0.00
64 Gallon Cart Service - Organics	07/01/22		1.00	0.00
20 Gallon Toter	07/01/22		1.00	144.57
<b>Total Current Charges</b>				<b>144.57</b>

**5 EASY WAYS TO PAY**



**Automatic Payment**  
Set up recurring payments with us at [wm.com/myaccount](http://wm.com/myaccount).



**Pay Through Your Financial Institution**  
Make a payment from your financial institution using your Customer ID.



**One-Time Payment**  
At your desk or on the go, use [wm.com](http://wm.com) or our WM mobile app for a quick and easy payment.



**Pay by Phone**  
Payable 24/7 using our automated system at 866-964-2729.



**Mail It**  
Write it, stuff it, stamp it, mail it. Envelope provided.

**HOW TO READ YOUR INVOICE**

**How To Contact Us**

Visit [wm.com](http://wm.com)

To get us your check please sign up for billless billing, manage your account, view holidays & rebates, pay your bill or schedule a pickup.

Customer Service: (866) 964-2729

**Your Payment is Due**

**August 19, 2017**

If full payment of the invoice amount is not received by the invoice due date, you will be charged a monthly late charge of 2.5% of the unpaid amount, up to a maximum charge of \$5.00 or such lesser late charge amount under applicable law, regulation or contract.

**Your Total Due**

**\$124.73**

If payment is received after 08/19/2017: \$126.60  
*See invoice for important messages*

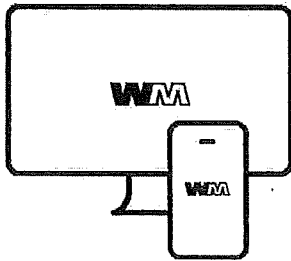
124.73
+ (92.12)
+ 0.00
+ 124.73
= 124.73

Details for Service Location: 511 Jackson Street, Stockton CA 95205

Customer ID: 20-92976-33009 PO Number: 45993

Description	Date	Ticket	Quantity	Amount
64 Gallon Cart	07/01/17		1.00	0.00
20 Gallon Toter	07/01/17		1.00	0.00
Available Bulky Yards Per	07/01/17	1934	1.00	144.57
Food/Contestual Charge				19.12
<b>Total Current Charges</b>				<b>124.73</b>

- 1 States the date payment is due to Waste Management. Anything beyond that date may incur additional charges. Your **Total Due** is the total amount of current charges and any previous unpaid balances combined.
- 2 Previous balance is the total due from your previous invoice. We subtract any **Payments Received/Adjustments** and add your **Current Charges** from this billing cycle to get a **Total Due** on this invoice. If you have not paid all or a portion of your previous balance, please pay the entire **Total Due** to avoid a late charge or service interruption.
- 3 Service location details the total current charges of this invoice.



**Get More with My WM**

Scan to enroll in AutoPay & Paperless Billing, manage your services, view your pick up schedule and see your pick up ETA, all in one place.

Scan the QR code to get started today!



Visit [wm.com/MyWM](http://wm.com/MyWM)

**Check Here to Change Contact Info**

List your new billing information below. For a change of service address, please contact WM.

Address 1	
Address 2	
City	
State	
Zip	
Email	
Date Valid	

**Check Here to Sign Up for Automatic Payment Enrollment**

If I enroll in Automatic Payment services, I authorize WM to pay my invoice by electronically deducting money from my bank account. I can cancel authorization by notifying WM at [wm.com](http://wm.com) or by calling the customer service number listed on my invoice. Your enrollment could take 1-2 billing cycles for Automatic Payments to take effect. Continue to submit payment until page one of your invoice reflects that your payment will be deducted.

Email	
Date	
Bank Account Holder Signature	

**NOTICE:** By sending your check, you are authorizing the Company to use information on your check to make a one-time electronic debit to your account at the financial institution indicated on your check. The electronic debit will be for the amount of your check and may occur as soon as the same day we receive your check.

In order for us to service your account or to collect any amounts you may owe (for non-marketing or solicitation purposes), we may contact you by telephone at any telephone number that you provided in connection with your account, including wireless telephone numbers, which could result in charges to you. Methods of contact may include text messages and using pre-recorded/artificial voice messages and/or use of an automatic dialing device, as applicable. We may also contact you by email or other methods as provided in our contract.

Please send all bankruptcy correspondence to [RMBankruptcy@wm.com](mailto:RMBankruptcy@wm.com) or PO Box 43290 Phoenix, AZ 85080. Using the email option will expedite your request. (this language is in compliance with 11 USC 342(c)(2) of the Bankruptcy Code)



# INVOICE

3413  
4TH QTR 2022

Customer ID:  
Customer Name:  
Service Period:  
Invoice Date:  
Invoice Number:

20-92976-33009  
EQUITY AVG, LLC  
OCT-NOV-DEC SERVICE  
10/01/2022  
4214879-2216-1

**How to Contact Us**

**Visit [wm.com/MyWM](http://wm.com/MyWM)**

Create a My WM profile for easy access to your pickup schedule, service alerts and online tools for billing and more. Have a question? Check our support center or start a chat.

Customer Service: (510) 613-8710

**Your Payment is Due**

**Due Upon Receipt**

Pymt due upon receipt of invoice & delinquent 45 days later. Delinquent invoices are subject to monthly late charges of a minimum of \$5.00 up to 1.5% of the invoice amount, and are subject to property assessment, and a City subscription charge. See NOTICE on last page of invoice for details.

**Your Total Due**

**\$144.57**

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
144.57		(144.57)		0.00		144.57		<b>144.57</b>

### IMPORTANT MESSAGES

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The WM office is temporarily closed for the safety of our employees and customers.

WASTE MANAGEMENT OBSERVES THE SAFETY OF OUR EMPLOYEES AND CUSTOMERS. WE WILL NOT PROVIDE SERVICE WILL BE DELAYED.

**EQUITY AVG LLC (SOMERSET)**  
16521 ACADEMIA DR  
ENCINO, CA 94136

DATE 10/4/22

CHECK NUMBER 1251  
11-8166/3210 99

**\$ 144.57**  
DOLLARS

PAY TO THE ORDER OF WM Corp.  
one hundred forty four 57/100

**FIRST REPUBLIC BANK**  
Private Banking-San Francisco  
111 Pine Street  
San Francisco, CA 94111  
Ph 855-408-0125 Customer Service

FOR 20-92976-33009

*[Signature]*

Item	Total Due	Amount
Due Upon Receipt	\$144.57	

2216000209297633009042148790000001445700000014457 9

0041773 01 AB 0,491 \*\*AUTO T9 0 7270 94118-210988 -C01-P41814-I1 34  
EQUITY AVG, LLC  
388 12TH AVE  
SAN FRANCISCO CA 94118-2109

12216R23



Remit To:  
WM CORPORATE SERVICES, INC.  
AS PAYMENT AGENT  
PO BOX 541008  
LOS ANGELES, CA 90054-1008





# 345 INVOICE

Customer ID:  
Customer Name:  
Service Period:  
Invoice Date:  
Invoice Number:

20-92983-43008  
EQUITY AVG, LLC  
JAN-FEB-MAR SERVICE  
01/01/2022  
3859861-2216-1

1/9/22 2022

**How To Contact Us**

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Customer Service:  
**(510) 613-8710**

**Your Payment Is Due**

**Due Upon Receipt**

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**Your Total Due**

**\$138.39**

<b>Previous Balance</b>	+	<b>Payments</b>	+	<b>Adjustments</b>	+	<b>Current Invoice Charges</b>	=	<b>Total Account Balance Due</b>
138.39		(138.39)		0.00		138.39		<b>138.39</b>

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Please detach and send the lower portion with payment. (no check or cash)

**EQUITY AVG LLC (SOMERSET)**  
16521 ACADEMIA DR  
ENCINO, CA 94136

1194  
11-9165-3210 95  
CHECK ARMOR

DATE 1/11/22

PAY TO THE ORDER OF Waste Management \$ 138.39  
one hundred thirty eight 39/100 DOLLARS

FOR 20-92983-43008 # 345  
Dean Boel

FIRST REPUBLIC BANK  
111 FINE STREET  
SAN FRANCISCO, CA 94111



# INVOICE

345  
2022

Customer ID:  
Customer Name:  
Service Period:  
Invoice Date:  
Invoice Number:

20-92983-43008  
EQUITY AVG, LLC  
APR-MAY-JUN SERVICE  
04/01/2022  
3969821-2216-2

**How To Contact Us**

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Customer Service:  
**(510) 613-8710**

**Your Payment Is Due**

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**Your Total Due**

**\$138.39**

<b>Previous Balance</b>	+	<b>Payments</b>	+	<b>Adjustments</b>	+	<b>Current Invoice Charges</b>	=	<b>Total Account Balance Due</b>
138.39		(138.39)		0.00		138.39		<b>138.39</b>

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Please detach and send the lower portion with payment --- (no cash or staples) ---



Invoice Date	Invoice Number	Customer ID <small>(Include with your payment)</small>
04/01/2022	3969821-2216-2	20-92983-43008

**EQUITY AVG LLC  
(SOMERSET)**  
16521 ACADEMIA DR  
ENCINO, CA 94136

1207  
11-8169/3210  
95

PAY TO THE ORDER OF WM Corp. Services, Inc. \$ 138.39

one hundred thirty eight 39/100 DOLLARS

FOR 3969821-2216-2

FIRST REPUBLIC BANK  
Private Banking-San Francisco  
111 Pine Street  
San Francisco, CA 94111  
Tel: 833-408-0288 Customer Care

#345

DATE 4/4/22

John Boal

065-4445196-2210-0



# INVOICE

3415  
3-10-2022

Customer ID:  
Customer Name:  
Service Period:  
Invoice Date:  
Invoice Number:

20-92983-43008  
EQUITY AVG, LLC  
JUL-AUG-SEP SERVICE  
07/01/2022  
4099519-2216-3

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**Your Total Due**

**\$144.57**

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138.39		(138.39)		0.00		144.57		<b>144.57</b>

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WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.  
172 98TH AVENUE  
OAKLAND, CA 94603  
(510) 613-8710  
(510) 562-2854 FAX  
CALOAKLAND@WM.COM

Invoice Date	Invoice Number	Customer ID <i>(Include with your payment)</i>
07/01/2022	4099519-2216-3	20-92983-43008
Payment Terms	Total Due	Amount
Due Upon Receipt	\$144.57	



2216000209298343008040995190000001445700000014457 2

0043522 01 A8 0.461 \*\*AUTO T6 0 7180 94118-210988 -C01-P43565-112  
EQUITY AVG, LLC  
388 12TH AVE  
SAN FRANCISCO CA 94118-2109

12216R06



Remit To:  
WM CORPORATE SERVICES, INC.  
AS PAYMENT AGENT  
PO BOX 541008  
LOS ANGELES, CA 90054-1008

THINK GREEN.®





**DETAILS OF SERVICE**

**Details for Service Location:**

**Customer ID: 20-92983-43008**

**Llc, Equity Avg,, 345 Somerset Rd, Piedmont CA 94611-3338**

Description	Date	Ticket	Quantity	Amount
AVAILABLE BULKY DAVIS ST XFR	07/01/22		4.00	0.00
Available Bulky Yards Per	07/01/22		4.00	0.00
64 Gallon Cart Service - Organics	07/01/22		1.00	0.00
20 Gallon Toter	07/01/22		1.00	144.57
<b>Total Current Charges</b>				<b>144.57</b>

**5 EASY WAYS TO PAY**



**Automatic Payment**  
Set up recurring payments with us at [wm.com/myaccount](http://wm.com/myaccount).



**Pay Through Your Financial Institution**  
Make a payment from your financial institution using your Customer ID.



**One-Time Payment**  
At your desk or on the go, use [wm.com](http://wm.com) or our WM mobile app for a quick and easy payment.



**Pay by Phone**  
Payable 24/7 using our automated system at 866-964-2729.



**Mall it**  
Write it, stuff it, stamp it, mail it. Envelope provided.

**HOW TO READ YOUR INVOICE**

**How to Contact us**

**Visit [wm.com](http://wm.com)**

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Customer Service (866) 964-2729

**Your Payment is Due**

**August 19, 2017**

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**Your Total Due**

**\$124.73**

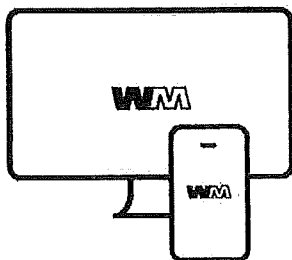
If payment is received after 09/19/2017: \$126.60  
See notes for important messages.

2-12 + (97.12) + 0.00 + 124.73 = 124.73

Details for Service Location: 311 Jackson Street, Stockton CA 95205      Customer ID: 20-92983-43008  
PO Numbers: 45693

Description	Date	Ticket #	Quantity	Amount
20 Gallon Toter	07/01/17		1.00	0.00
64 Gallon Cart Service	07/01/17		1.00	0.00
Available Bulky Service	07/01/17	3534	1.00	144.57
<b>Total Current Charges</b>				<b>144.57</b>

- 1 States the date payment is due to Waste Management. Anything beyond that date may incur additional charges. Your **Total Due** is the total amount of current charges and any previous unpaid balances combined.
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- 3 Service location details the total current charges of this invoice.



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Scan the QR code to get started today!



Visit [wm.com/MyWM](http://wm.com/MyWM)

**Check Here to Change Contact Info**

List your new billing information below. For a change of service address, please contact **WM**.

Address 1	
Address 2	
City	
State	
Zip	
Email	
Date Valid	

**Check Here to Sign Up for Automatic Payment Enrollment**

If I enroll in Automatic Payment services, I authorize **WM** to pay my invoice by electronically deducting money from my bank account. I can cancel authorization by notifying **WM** at [wm.com](http://wm.com) or by calling the customer service number listed on my invoice. Your enrollment could take 1-2 billing cycles for Automatic Payments to take effect. Continue to submit payment until page one of your invoice reflects that your payment will be deducted.

Email	
Date	
Bank Account Holder Signature	

**NOTICE:** By sending your check, you are authorizing the Company to use information on your check to make a one-time electronic debit to your account at the financial institution indicated on your check. The electronic debit will be for the amount of your check and may occur as soon as the same day we receive your check.

In order for us to service your account, or to collect any amounts you may owe (for non-marketing or solicitation purposes), we may contact you by telephone at any telephone number that you provided in connection with your account, including wireless telephone numbers, which could result in charges to you. Methods of contact may include text messages and using pre-recorded/artificial voice messages and/or use of an automatic dialing device, as applicable. We may also contact you by email or other methods as provided in our contract.

Please send all bankruptcy correspondence to [RMcbankruptcy@wm.com](mailto:RMcbankruptcy@wm.com) or PO Box 43290 Phoenix, AZ 85080. Using the email option will expedite your request. (this language is in compliance with 11 USC 347(c)(2) of the Bankruptcy Code)



345  
347  
4118TT 2022  
**INVOICE**

**Customer ID:** 20-92983-43008  
**Customer Name:** EQUITY AVG, LLC  
**Service Period:** OCT-NOV-DEC SERVICE  
**Invoice Date:** 10/01/2022  
**Invoice Number:** 4214881-2216-7

**How to Contact Us**

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**Customer Service: (510) 613-8710**

**Your Payment is Due**

**Due Upon Receipt**

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**Your Total Due**

**\$144.57**

<b>Previous Balance</b>	+	<b>Payments</b>	+	<b>Adjustments</b>	+	<b>Current Invoice Charges</b>	=	<b>Total Account Balance Due</b>
144.57		(144.57)		0.00		144.57		<b>144.57</b>

**IMPORTANT MESSAGES**

**EQUITY AVG LLC (SOMERSET)**  
16521 ACADEMIA DR  
ENCINO, CA 94136

DATE 10/4/22 1252  
11-8166/3210 95  
CHECK 21

PAY TO THE ORDER OF WM Corp. \$ 144.57  
one hundred forty four 57/100 DOLLARS

**FIRST REPUBLIC BANK**  
Private Banking-San Francisco  
111 Pine Street  
San Francisco, CA 94111  
Tel: 800-408-0882

FOR 20-92983-43008

*[Signature]*

WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.  
172 98TH AVENUE  
OAKLAND, CA 94603  
(510) 613-8710  
(510) 562-2854 FAX  
CALOAKLAND@WM.COM

10/01/2022	4214881-2216-7	20-92983-43008
<b>Payment Terms</b>	<b>Total Due</b>	<b>Amount</b>
Due Upon Receipt	\$144.57	



2216000209298343008042148810000001445700000014457 6

0041772 01 AB 0.491 \*\*AUTO T9 0 7270 94118-210988 -C01-P41813-11 34 12216R23  
EQUITY AVG, LLC  
388 12TH AVE  
SAN FRANCISCO CA 94118-2109



Remit To: WM CORPORATE SERVICES, INC.  
AS PAYMENT AGENT  
PO BOX 541008  
LOS ANGELES, CA 90054-1008





# INVOICE

347  
12/5/22

Customer ID:  
Customer Name:  
Service Period:  
Invoice Date:  
Invoice Number:

20-92980-03009  
EQUITY AVG, LLC  
JAN-FEB-MAR SERVICE  
01/01/2022  
3859860-2216-3

**How To Contact Us**

Visit **wm.com**

To setup your online profile, sign up for paperless statements, manage your account, view holiday schedules, pay your invoice or schedule a pickup

Customer Service:  
(510) 613-8710

**Your Payment Is Due**

**Due Upon Receipt**

Pymt due upon receipt of invoice & delinquent 45 days later. Delinquent invoices are subject to monthly late charges of a minimum of \$5.00 up to 1.5% of the invoice amount, and are subject to property assessment, and a City subscription charge. See NOTICE on last page of invoice for details.

**Your Total Due**

**\$138.39**

<b>Previous Balance</b>	+	<b>Payments</b>	+	<b>Adjustments</b>	+	<b>Current Invoice Charges</b>	=	<b>Total Account Balance Due</b>
138.39		(138.39)		0.00		138.39		<b>138.39</b>

### IMPORTANT MESSAGES

Notice to California Residents: We collect personal information in conjunction with accounts and processing of payments. You have certain rights regarding your personal information under California law. To learn more about your rights, visit [wm.com/privacy](http://wm.com/privacy) or call us at 1-855-782-6445.

WASTE MANAGEMENT OBSERVES THE FOLLOWING HOLIDAYS: New Year's Day, Thanksgiving and Christmas. If your collection day falls on the holiday or after, your service will be one day late.

Manage your account and pay your bill online or on your iPhone or Android. More at [wm.com/GoMobile](http://wm.com/GoMobile).

Please detach and send the bottom portion with amount for next collection

**EQUITY AVG LLC (SOMERSET)**  
16521 ACADEMIA DR  
ENCINO, CA 94138

1193  
11-3155/3210 35  
CHECK ARMOR

DATE 1/11/22

PAY TO THE ORDER OF Waste Management \$ 138.39

One hundred thirty eight 39/100 DOLLARS

FIRST REPUBLIC BANK  
Private Banking-San Francisco  
111 Pine Street  
San Francisco, CA 94111  
Ph: 855-496-6329

FOR 20-92980-03009 # 347

Dean Beck



# INVOICE

2024 347  
855 2022

Customer ID:  
Customer Name:  
Service Period:  
Invoice Date:  
Invoice Number:

20-92980-03009  
EQUITY AVG, LLC  
APR-MAY-JUN SERVICE  
04/01/2022  
3969820-2216-4

**How To Contact Us**

Visit **wm.com**

To setup your online profile, sign up for paperless statements, manage your account, view holiday schedules, pay your invoice or schedule a pickup

Customer Service:  
**(510) 613-8710**

**Your Payment Is Due**

**Due Upon Receipt**

Pymt due upon receipt of invoice & delinquent 45 days later. Delinquent invoices are subject to monthly late charges of a minimum of \$5.00 up to 1.5% of the invoice amount, and are subject to property assessment, and a City subscription charge. See NOTICE on last page of invoice for details.

**Your Total Due**

**\$138.39**

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
138.39		(138.39)		0.00		138.39		<b>138.39</b>

### IMPORTANT MESSAGES

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The WM office is temporarily closed for the safety of employees from COVID-19. For more information, please visit [wm.com/alerts](http://wm.com/alerts).

WASTE MANAGEMENT OBSERVES THE FOLLOWING HOLIDAYS: New Year's Day, Thanksgiving and Christmas. If your collection day falls on the holiday or after, your service will be one day late.

Manage your account and pay your bill online or on your iPhone or Android. More at [wm.com/GoMobile](http://wm.com/GoMobile).

----- Please detach and send the lower portion with payment ----- (no cash or staples)

Invoice Date	Invoice Number	Customer ID
		20-92980-03009

**EQUITY AVG LLC (SOMERSET)**  
16521 ACADEMIA DR  
ENCINO, CA 94136

DATE 4/4/22 1208  
11-8165/3210 95

PAY TO THE ORDER OF WM Corp Services, Inc. \$ 138.39  
one hundred thirty eight 39/100 DOLLARS

FIRST REPUBLIC BANK  
Private Banking-San Francisco  
111 Pine Street  
San Francisco, CA 94111  
For 424-408-0788 Customer Care

FOR 3969820-2216-4 # 347

Sean Beck

0035-4446197-2216-B



# INVOICE

347  
20-08-2022

Customer ID:  
Customer Name:  
Service Period:  
Invoice Date:  
Invoice Number:

20-92980-03009  
EQUITY AVG, LLC  
JUL-AUG-SEP SERVICE  
07/01/2022  
4099518-2216-5

**How To Contact Us**

Visit **wm.com**

To setup your online profile, sign up for paperless statements, manage your account, view holiday schedules, pay your invoice or schedule a pickup

Customer Service:  
**(510) 613-8710**

**Your Payment is Due**

**Due Upon Receipt**

Pymt due upon receipt of invoice & delinquent 45 days later. Delinquent invoices are subject to monthly late charges of a minimum of \$5.00 up to 1.5% of the invoice amount, and are subject to property assessment, and a City subscription charge. See NOTICE on last page of invoice for details.

**Your Total Due**

**\$144.57**

<b>Previous Balance</b>	+	<b>Payments</b>	+	<b>Adjustments</b>	+	<b>Current Invoice Charges</b>	=	<b>Total Account Balance Due</b>
138.39		(138.39)		0.00		144.57		<b>144.57</b>

### IMPORTANT MESSAGES

Notice to California Residents: We collect personal information in conjunction with accounts and processing of payments. You have certain rights regarding your personal information under California law. To learn more about your rights, visit [wm.com/privacy](http://wm.com/privacy) or call us at 1-855-782-6445.

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WASTE MANAGEMENT OBSERVES THE FOLLOWING HOLIDAYS: New Year's Day, Thanksgiving and Christmas. If your collection day falls on the holiday or after, your service will be one day late.

Manage your account and pay your bill online or on your iPhone or Android. More at [wm.com/GoMobile](http://wm.com/GoMobile).

----- Please detach and send the lower portion with payment --- (no cash or staples) -----



WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.  
172 98TH AVENUE  
OAKLAND, CA 94603  
(510) 613-8710  
(510) 562-2854 FAX  
CALOAKLAND@WM.COM

Invoice Date	Invoice Number	Customer ID <i>(include with your payment)</i>
07/01/2022	4099518-2216-5	20-92980-03009
Payment Terms	Total Due	Amount
Due Upon Receipt	\$144.57	

2216000209298003009040995180000001445700000014457 3

0043519 01 AB 0.461 \*\*AUTO T6 0 7180 94118-210988 -CD1-M3562-112  
EQUITY AVG, LLC  
388 12TH AVE  
SAN FRANCISCO CA 94118-2109

I2216R06



Remit To:  
WM CORPORATE SERVICES, INC.  
AS PAYMENT AGENT  
PO BOX 541008  
LOS ANGELES, CA 90054-1008






THINK GREEN:



065-4446197-2216-8

DETAILS OF SERVICE				
<b>Details for Service Location:</b> Llc, Equity Avg,, 347 Somerset Rd, Piedmont CA 94611-3338			<b>Customer ID:</b> 20-92980-03009	
Description	Date	Ticket	Quantity	Amount
AVAILABLE BULKY DAVIS ST XFR	07/01/22		4.00	0.00
Available Bulky Yards Per	07/01/22		4.00	0.00
64 Gallon Cart Service - Organics	07/01/22		1.00	0.00
20 Gallon Toter	07/01/22		1.00	144.57
<b>Total Current Charges</b>				<b>144.57</b>

**5 EASY WAYS TO PAY**

-  **Automatic Payment**  
Set up recurring payments with us at [wm.com/myaccount](http://wm.com/myaccount).
-  **Pay Through Your Financial Institution**  
Make a payment from your financial institution using your Customer ID.
-  **One-Time Payment**  
At your desk or on the go, use [wm.com](http://wm.com) or our WM mobile app for a quick and easy payment.
-  **Pay by Phone**  
Payable 24/7 using our automated system at 866-964-2729.
-  **Mail it**  
Write it, stuff it, stamp it, mail it. Envelope provided.

**HOW TO READ YOUR INVOICE**

**How To Contact Us**

Visit [wm.com](http://wm.com)  
To set up your online profile, access for paperless billing, manage your account, view balance information, pay your bill or schedule a pickup.

Customer Service  
(866) 964-2729

**Your Payment is Due**

**August 19, 2017**

If the payment of the invoice amount is not received by the invoice due date, you will be charged a monthly late charge of 2.5% of the unpaid amount, up to a maximum charge of \$5.00, or such higher late charge allowed under applicable law, regulation or contract.

**Your Total Due**

**\$124.73**

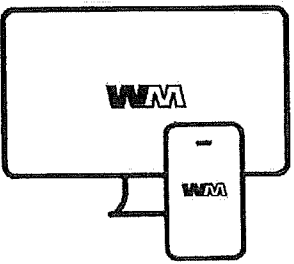
If payment is received after 08/19/2017: \$126.60  
See reverse for important messages.

124.73	+	(97.12)	+	0.00	+	124.73	=	124.73
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Details for Service Location: 311 Jackson Street, Stockton CA 95205      Customer ID: 2-82290-00855  
PO Number: 45693

Description	Date	Ticket	Quantity	Amount
64 Gallon Cart Service	07/01/17		1.00	0.00
20 Gallon Toter	07/01/17		1.00	0.00
Carting Service	07/01/17	2534	1.00	144.57
Fuel/Environmental Charge				144.57
<b>Total Current Charges</b>				<b>124.73</b>


- 1 States the date payment is due to Waste Management. Anything beyond that date may incur additional charges. Your **Total Due** is the total amount of current charges and any previous unpaid balances combined.
- 2 Previous balance is the total due from your previous invoice. We subtract any **Payments Received/Adjustments** and add your **Current Charges** from this billing cycle to get a **Total Due** on this invoice. If you have not paid all or a portion of your previous balance, please pay the entire **Total Due** to avoid a late charge or service interruption.
- 3 Service location details the total current charges of this invoice.



## Get More with My WM

Scan to enroll in AutoPay & Paperless Billing, manage your services, view your pick up schedule and see your pick up ETA, all in one place.

Scan the QR code to get started today!



Visit [wm.com/MyWM](http://wm.com/MyWM)

<p><input type="checkbox"/> <b>Check Here to Change Contact Info</b></p> <p>List your new billing information below. For a change of service address, please contact WM.</p> <table border="1" style="width: 100%;"> <tr><td>Address 1</td><td></td></tr> <tr><td>Address 2</td><td></td></tr> <tr><td>City</td><td></td></tr> <tr><td>State</td><td></td></tr> <tr><td>Zip</td><td></td></tr> <tr><td>Email</td><td></td></tr> <tr><td>Date Valid</td><td></td></tr> </table>	Address 1		Address 2		City		State		Zip		Email		Date Valid		<p><input type="checkbox"/> <b>Check Here to Sign Up for Automatic Payment Enrollment</b></p> <p>If I enroll in Automatic Payment services, I authorize WM to pay my invoice by electronically deducting money from my bank account. I can cancel authorization by notifying WM at <a href="http://wm.com">wm.com</a> or by calling the customer service number listed on my invoice. Your enrollment could take 1-2 billing cycles for Automatic Payments to take effect. Continue to submit payment until page one of your invoice reflects that your payment will be deducted.</p> <table border="1" style="width: 100%;"> <tr><td>Email</td><td></td></tr> <tr><td>Date</td><td></td></tr> <tr><td>Bank Account Holder Signature</td><td></td></tr> </table>	Email		Date		Bank Account Holder Signature	
Address 1																					
Address 2																					
City																					
State																					
Zip																					
Email																					
Date Valid																					
Email																					
Date																					
Bank Account Holder Signature																					

**NOTICE:** By sending your check, you are authorizing the Company to use information on your check to make a one-time electronic debit to your account at the financial institution indicated on your check. The electronic debit will be for the amount of your check and may occur as soon as the same day we receive your check.

In order for us to service your account or to collect any amounts you may owe (for non-marketing or solicitation purposes), we may contact you by telephone at any telephone number that you provided in connection with your account, including wireless telephone numbers, which could result in charges to you. Methods of contact may include text messages and using pre-recorded/artificial voice messages and/or use of an automatic dialing device, as applicable. We may also contact you by email or other methods as provided in our contract.

Please send all bankruptcy correspondence to [RMCbankruptcy@wm.com](mailto:RMCbankruptcy@wm.com) or PO Box 43290 Phoenix, AZ 85080. Using the email option will expedite your request. (this language is in compliance with 11 USC 342(c)(2) of the Bankruptcy Code)



# INVOICE

347  
1TH 2022

**Customer ID:** 20-92980-03009  
**Customer Name:** EQUITY AVG, LLC  
**Service Period:** OCT-NOV-DEC SERVICE  
**Invoice Date:** 10/01/2022  
**Invoice Number:** 4214880-2216-9

**How to Contact Us**

**Visit [wm.com/MyWM](http://wm.com/MyWM)**

Create a My WM profile for easy access to your pickup schedule, service alerts and online tools for billing and more. Have a question? Check our support center or start a chat.

**Customer Service: (510) 613-8710**

**Your Payment is Due**

**Due Upon Receipt**

Pymt due upon receipt of invoice & delinquent 45 days later. Delinquent invoices are subject to monthly late charges of a minimum of \$5.00 up to 1.5% of the invoice amount, and are subject to property assessment, and a City subscription charge. See NOTICE on last page of invoice for details.

**Your Total Due**

**\$144.57**

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
144.57		(144.57)		0.00		144.57		<b>144.57</b>

**EQUITY AVG LLC (SOMERSET)**  
16521 ACADEMIA DR  
ENGINO, CA 94136

1250

11-8165/3210  
95

DATE 10/4/22

PAY TO THE ORDER OF

WM Corp.

\$ 144.57

one hundred forty four 57/100

DOLLARS

CHECK MARKS

Photo Safe Deposit Details on back

**FIRST REPUBLIC BANK**  
Private Banking-San Francisco  
111 Pine Street  
San Francisco, CA 94111  
Tel: 858-406-7129

FOR 20-92980-03009



WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.

172 98TH AVENUE  
OAKLAND, CA 94603  
(510) 613-8710  
(510) 562-2854 FAX  
CALOAKLAND@WM.COM

Invoice Date	INVOICE NUMBER	(Include with your payment)
10/01/2022	4214880-2216-9	20-92980-03009
Payment Terms	Total Due	Amount
Due Upon Receipt	\$144.57	



2216000209298003009042148800000001445700000014457 ?

0041775 01 AB 0.491 \*\*AUTO T9 0 7270 94118-210988 -C01-P41816-I1 34

12216R23

**EQUITY AVG, LLC**  
388 12TH AVE  
SAN FRANCISCO CA 94118-2109



Remit To:

**WM CORPORATE SERVICES, INC.**  
AS PAYMENT AGENT  
PO BOX 541008  
LOS ANGELES, CA 90054-1008

Printed on recycled paper

085-4446197-2216-R

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**PROOF OF SERVICE**  
City of Oakland Rent Adjustment Program  
Case Number: T22-0124

I, Valeria Bentorkia-Moran, declare that:

I am employed in the County of San Francisco, State of California. I am over the age of 18 and am not a party to this action. My business address is 601 Montgomery Street, Suite 400, San Francisco, California 94111.

On February 1, 2023, I served:

**APPEAL**

in said cause addressed as follows:

Kevin Benafield and  
Lisa Sonriya  
341 Somerset Road  
Oakland, CA 94611

-----  
**/XX/ (BY MAIL)** By placing a true copy thereof enclosed in a sealed envelope. I placed each such sealed envelope, with postage thereon fully prepaid for first-class mail, for collection and mailing at San Francisco, California, following ordinary business practices.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on February 1, 2023, at San Francisco, California



VALERIA BENTORKIA-MORAN



## CHRONOLOGICAL CASE REPORT

Case No.: L22-0057

Case Name: Bajaj v. Tenants

Property Address: 466 24<sup>th</sup> Street, Oakland, CA

Parties: Anita Bajaj, Pacific Finance & Economics Consulting Inc. (Owner)  
Antonio Munoz (Tenant)  
Chao Tsung Yang (Tenant)  
Charles Blue Jr. (Tenant)  
Chizuru Tsuga (Tenant)  
Christopher Norman (Tenant)  
Daniel Lipson (Tenant)  
Denise Jones (Tenant)  
Ishmail Salaam (Tenant)  
Jacob Barkow (Tenant)  
Kevin Goldson (Tenant)  
Namrata Mohanty (Tenant)  
Nia Jones (Tenant)  
Ricky Carter (Tenant)  
Sally Lee (Tenant)  
Sarah Infranco (Tenant)  
Yuri & Priscilla Reis (Tenants)

### OWNER APPEAL:

Activity

Date

Property Owner Petition filed

October 15, 2022

Remote Hearing Letters mailed

November 21, 2022

Notice of Documentation in Excess of 25 pages      December 22, 2022

Tenant Response filed      -----

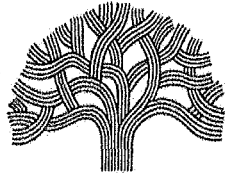
Zoom Link mailed      December 29, 2022

Hearing Date      January 18, 2023

Dismissal mailed      January 19, 2023

Property Owner Appeal filed      February 8, 2023

L22-0057 EL



CITY OF OAKLAND

**CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM**

250 Frank H. Ogawa Plaza, Suite 5313  
Oakland, CA 94612-0243  
(510) 238-3721  
CA Relay Service 711  
[www.oaklandca.gov/RAP](http://www.oaklandca.gov/RAP)

For Rent Adjustment Program date stamp.

**RECEIVED**

OCT 25 2022

OAKLAND RENT  
ADJUSTMENT PROGRAM

**PROPERTY OWNER PETITION  
FOR APPROVAL OF RENT INCREASE**

118

**Please fill out this form as completely as you can.** Rent increases based on anything other than the annual allowable CPI rate or banking must first be approved by the Rent Adjustment Program ("RAP") after a hearing. Failure to provide the required information may result in your petition being rejected or delayed. See the last pages of this petition packet ("Important Information Regarding Filing Your Petition") or the RAP website for more information. **CONTACT A HOUSING COUNSELOR TO REVIEW YOUR PETITION BEFORE SUBMITTING.** To make an appointment email [RAP@oaklandca.gov](mailto:RAP@oaklandca.gov).

Rental Unit Information	
466 Street Number	24th Street Street Name
Unit Number	Oakland, CA 94612 Zip Code
Is there more than one street address on the parcel?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, list all addresses: _____	
Type of unit(s) (check one): <input type="checkbox"/> Single family home <input type="checkbox"/> Condominium <input checked="" type="checkbox"/> Apartment, room, or live-work	Number of units on property: 15 Date acquired property: September 26, 2019
Case number(s) of any relevant prior Rent Adjustment case(s): _____	
Property Owner Information	
Anita First Name	Bajaj Last Name
Company/LLC/LP (if applicable): Pacific Finance & Economics Consulting Inc.	
Mailing address: 466 24th Street Oakland, CA 94612	
Primary Telephone: 510-332-2167	Other Telephone: _____ Email: anita@rentineastbay.com
Property Owner Representative (Check one):	
<input checked="" type="checkbox"/> No Representative <input type="checkbox"/> Attorney <input type="checkbox"/> Non-attorney	
First Name	Last Name
Firm/Organization (if any)	
Mailing Address: _____	
Phone Number: _____	Email: _____

## GENERAL FILING REQUIREMENTS

To file a petition, the property owner must be current on the following requirements and submit supporting documentation of compliance. Owner petitions that are submitted without proof of compliance with the below requirements will be considered incomplete.

Requirement	Documentation
<input checked="" type="checkbox"/> Current Oakland business license	Attach proof of payment of your most recent Oakland business license.
<input checked="" type="checkbox"/> Payment of Rent Adjustment Program service fee ("RAP Fee")	Attach proof of payment of the current year's RAP Fee for the subject property.
<input checked="" type="checkbox"/> Service of the required City form entitled "NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM" ("RAP Notice") on all tenants	<p>Attach a signed and dated copy of the <u>first</u> RAP Notice provided to the tenant(s) subject to this petition or check the appropriate box below*.</p> <p><input checked="" type="checkbox"/> I first provided tenant(s) with the RAP Notice on (date): <u>                    </u>. Date of move in <u>                    </u>.</p> <p><input type="checkbox"/> I have never provided a RAP Notice.</p> <p><input type="checkbox"/> I do not know if a RAP Notice was ever provided.</p> <p><small>*If petition applies to multiple tenants, please provide this information on a separate sheet for each tenant.</small></p>

## GROUNDS FOR PETITION

Select the grounds for this petition from the list below. Check all that apply. See column on the right for filing requirements and documentation to be submitted together with the petition. Petitions that lack adequate supporting documentation may be dismissed without a hearing. For a full description of each justification, see Appendix A of the Rent Adjustment Program Regulations at: <https://cao-94612.s3.amazonaws.com/documents/oak062857.pdf>.

Grounds	Description	Requirements
<input checked="" type="checkbox"/> <b>Capital Improvements</b>	Allows pass-through to tenant(s) of a portion of costs spent on qualifying capital improvements. Improvements must primarily benefit the tenant(s), and do not include repairs made as a result of deferred maintenance or serious code violations. Pass-through costs are limited to 70% of actual costs (plus interest), divided equally among all affected units, and amortized over a defined period of time based on the expected useful life of the improvement (see amortization schedule found in Appendix A of the Regulations).	<ul style="list-style-type: none"> <li>✓ Improvements meet the description of capital improvements set forth in Appendix A of the Regulations.</li> <li>✓ Improvements completed and paid for within 24 months prior to petition filing date.</li> <li>✓ <b>Complete</b> Worksheet A on page 4 of this petition.</li> <li>✓ <b>Attach</b> documentation demonstrating the specific work done, date(s) of completion, full costs and proof of payment (such as invoices, receipts, estimates, cancelled checks, etc.), copies of any permits (indicating date(s) issued and finalized), and evidence of any reimbursement (such as insurance or subsidies). Documentation should be organized by type of improvement. Work limited to specific unit(s) should be distinguished from building-wide improvements.</li> </ul>
<input type="checkbox"/> <b>Uninsured Repair Costs</b>	Allows pass-through of costs for work done to secure compliance with state or local law as to repair damage resulting from fire, earthquake, or other casualty or natural disaster, to the extent not reimbursed by insurance proceeds. Calculated and applied like capital improvements.	<ul style="list-style-type: none"> <li>✓ Repairs completed and paid for within 24 months prior to petition.</li> <li>✓ Insurance proceeds insufficient to cover full amount of required repair costs.</li> <li>✓ <b>Complete</b> Worksheet A on page 4 of this petition.</li> <li>✓ <b>Attach</b> documentation required for petitions based on capital improvements (see above), plus evidence of all insurance claims, estimates, and proceeds.</li> </ul>

<input type="checkbox"/> <b>Increased Housing Service Costs</b>	<p><i>Allows a rent increase above the CPI where there has been an increase in the total of net operating costs related to the use or occupancy of the property. Calculated by comparing 2 most recent years of all net costs, averaged monthly and divided by the number of units and average gross monthly income. Replaces CPI increase for current year; applies to all units.</i></p>	<ul style="list-style-type: none"> <li>✓ <b>Complete</b> Worksheet B on page 5 of this petition.</li> <li>✓ <b>Attach</b> documentation of ALL income and expenses* related to the subject property for the two most recent consecutive years (including all information requested by Worksheet B). Documentation of all expenses is required, not solely for expenses that have increased. Documentation should be organized by category and year. *Note: Expenses do not include mortgage payments.</li> </ul>
<input type="checkbox"/> <b>Fair Return</b>	<p><i>Allows a rent increase where owner is being denied a fair return on investment in the property, as measured by the net operating income (NOI). Cannot be combined with any other grounds for increase. Replaces CPI increase for all years; applies to all units.</i></p>	<ul style="list-style-type: none"> <li>✓ <b>Complete</b> Worksheet C on page 6 of this petition.</li> <li>✓ <b>Attach</b> organized documentation of gross income (including total of gross rents lawfully collectable from property at 100% occupancy, plus any other consideration received or receivable) and gross costs* (e.g., property taxes, housing service costs, and amortized cost of capital improvements) for the subject property for the current and base year (2014). If information about 2014 is not available the Hearing Officer may authorize use of a different year if good cause is shown. *Note: Costs do not include mortgage expenses.</li> </ul>
<input type="checkbox"/> <b>Banking</b>	<p><i>Refers to deferred allowable annual rent increases. Annual CPI increases that were not fully applied may be carried over ("banked") for up to 10 years. Increases based solely on banking do not require prior approval, but such increases may be sought in conjunction with petitions based on other grounds/justifications.</i></p>	<ul style="list-style-type: none"> <li>✓ Increase would not exceed 3x the current CPI or the amount permitted by Oakland law (whichever is lower), or constitute an overall increase of &gt;30% over the past 5 years.</li> <li>✓ <b>Complete</b> Worksheet D on page 7 of this petition.</li> <li>✓ <b>Attach</b> documentation of tenant's rental history, including proof of current rent amount and all other information requested by Worksheet D.</li> </ul>
<input type="checkbox"/> <b>Additional Occupant(s)</b>	<p><i>Allows a rent increase in an amount up to 5% for additional occupants above the base occupancy level. Does not apply to certain additional occupants who are covered family members, legal guardians, and/or caretakers/attendants of existing tenants/occupants. See O.M.C. § 8.22.020 for more details.</i></p>	<ul style="list-style-type: none"> <li>✓ Total number of occupants has increased above the base occupancy level as defined by O.M.C. § 8.22.020.</li> <li>✓ Additional occupant(s) not exempted from increase due to relationship with existing tenant/occupant.</li> <li>✓ <b>Attach</b> documentation demonstrating base occupancy level and the addition of non-exempt occupant(s).</li> </ul>
<input type="checkbox"/> <b>Tenant Not Residing in Unit as Principal Residence</b>	<p><i>If the original occupant or occupants who took possession of the dwelling or unit pursuant to the rental agreement with the owner no longer permanently reside there, an owner may increase the rent to the prevailing market rate to a lawful sublessee or assignee who did not reside at the dwelling or unit prior to January 1, 1996. See Civil Code § 1954.53(d)(2) and the implementing regulations of the Rent Adjustment Ordinance, Appendix A, Section 10.7.</i></p>	<ul style="list-style-type: none"> <li>✓ <b>Attach</b> evidence showing that the Tenant does not reside in the unit as their principal residence as of the date the petition is filed.</li> </ul>

**WORKSHEET A:  
CAPITAL IMPROVEMENTS AND UNINSURED REPAIR COSTS**

**Owners who file petitions based on Capital Improvements or Uninsured Repair Costs must complete the chart below, in addition to attaching all required supporting documentation. Petitions that do not include organized documentation and detailed calculations clearly demonstrating the claimed justification will be considered incomplete and may be dismissed without a hearing. Attach separate sheets if needed.**

Total number of residential units in building*: <u>15</u> <i>*Including any vacant and owner/manager-occupied units</i>	For mixed-use buildings, provide:	Residential sq. ft: _____ Other use sq. ft: _____ % residential use: _____
--	-----------------------------------	--

**BUILDING-WIDE CAPITAL IMPROVEMENTS**

CATEGORY OF IMPROVEMENT	Date permit obtained or work began	Date completed	Date paid for	Full costs
Siesmic retrofitting	5/24/2021	10/13/2021	10/13/2021	\$101,570.53
<b>SUBTOTAL:</b>				\$101,570.53

**UNIT-SPECIFIC CAPITAL IMPROVEMENTS**

CATEGORY OF IMPROVEMENT	Unit #	Date permit obtained or work began	Date completed	Date paid for	Full costs
<b>SUBTOTAL:</b>					

## WORKSHEET B: INCREASED HOUSING SERVICE COSTS

**Owners who submit petitions based on Increased Housing Service Costs must complete the chart below, in addition to attaching all required supporting documentation. Petitions that do not include organized documentation and detailed calculations clearly demonstrating the claimed justification will be considered incomplete and may be dismissed without a hearing. Calculations should be based on the entire subject premises.**

	YEAR 1 (two years ago) From: _____ to _____ (mm/dd/yy) (mm/dd/yy)	YEAR 2 (last year) From: _____ to _____ (mm/dd/yy) (mm/dd/yy)
<b>INCOME</b>		
Rents	\$	\$
Parking	\$	\$
Laundry Income	\$	\$
Other: _____	\$	\$
Total:	\$	\$
<b>EXPENSES</b>		
Garbage	\$	\$
Water/Sewer	\$	\$
Electricity/Gas	\$	\$
Insurance	\$	\$
Repairs and Maintenance	\$	\$
Pest Control	\$	\$
Laundry Expenses	\$	\$
Parking	\$	\$
Elevator Service	\$	\$
Security	\$	\$
Furnishings	\$	\$
Property Taxes	\$	\$
Business License	\$	\$
Management Expenses	\$	\$
Other: _____	\$	\$
Other: _____	\$	\$
Total:	\$	\$

**WORKSHEET C:  
FAIR RETURN**

**Owners who submit petitions based on Fair Return must complete the chart below, in addition to attaching all required supporting documentation. Petitions that do not include organized documentation and detailed calculations clearly demonstrating the claimed justification will be considered incomplete and may be dismissed without a hearing. Calculations should be based on the entire subject premises. Note that the first column (base year) should be completed based on the year 2014.**

	<b>BASE YEAR (2014)</b>	<b>LAST YEAR</b>
	From: _____ to _____ (mm/dd/yy) (mm/dd/yy)	From: _____ to _____ (mm/dd/yy) (mm/dd/yy)
<b>INCOME</b>		
Rents	\$	\$
Parking	\$	\$
Laundry	\$	\$
Other: _____	\$	\$
Imputed rent if any unit owner/manager-occupied	\$	\$
Imputed rent if any unit not rented to capacity	\$	\$
Total:	\$	\$
<b>EXPENSES</b>		
Electricity/Gas	\$	\$
Garbage	\$	\$
Water/Sewer	\$	\$
Insurance	\$	\$
Maintenance/Repairs	\$	\$
Pest Control	\$	\$
Laundry Expenses	\$	\$
Parking	\$	\$
Elevator Service	\$	\$
Security	\$	\$
Property Taxes	\$	\$
Business License	\$	\$
Management Expenses	\$	\$
Furnishings	\$	\$
Capital Improvements (Amortized cost)	\$	\$
Other: _____	\$	\$
Other: _____	\$	\$
Total:	\$	\$



**WORKSHEET D:  
BANKING**

**Petitions based on Banking must include the below information.** List each tenant for whom you are seeking an increase. Attach all documents which support the dates and amounts shown in the chart. "Current Pass-Through Amount" refers to any capital improvement pass-through currently being paid by the tenant.

TENANT NAME	UNIT #	MOVE-IN DATE <small>(mm/dd/yy)</small>	RENT AT MOVE-IN	RENT 11 YEARS AGO <small>(If tenant has lived in unit &gt;11 years)</small>	CURRENT RENT	CURRENT PASS-THROUGH AMOUNT <small>(If any)</small>

## TENANT INFORMATION

(Required for all petitions)

**List each tenant and the requested information for each unit affected by this petition. Attach additional copies of this sheet if necessary. Under "Type of Increase Sought," specify the ground(s) on which the rent increase is sought (e.g., capital improvements, banking, etc.).**

TENANT NAME	ADDRESS (include unit #)	EMAIL ADDRESS	PHONE NUMBER	CURRENT RENT	TYPE OF INCREASE(S) SOUGHT
Chizuru Tsuga, Daniel Lipson	466 24th Street #1 Oakland CA 94612	princess.aurora30281@gmail.com dancloud724@gmail.com	(510) 365-9029 (707) 495-7747	\$2,400.00	
Denise G. Jones Ishmail C. Salaam	466 24th Street #2 Oakland CA 94612 466 24th Street #3 Oakland CA 94612	denise.jones@gmail.com --	(818) 439-0707 (510) 763-3015	\$1142.00 \$979.00	
Yuri M. Reis, Priscila Reis	466 24th Street #4 Oakland CA 94612	yurimreis@gmail.com priocunha@gmail.com	(510) 575-5521 (510) 712-6757	\$1107.00	
Sarah Infranco Jacob Barkow	466 24th Street #5 Oakland CA 94612 466 24th Street #6 Oakland CA 94612	sarahinfranco@gmail.com jakebarkow@gmail.com	(631) 219-5993 (305) 968-4635	\$2054.00 \$1987.00	
Chao-Tsung Yang Nia Jones	466 24th Street #7 Oakland CA 94612 466 24th Street #8 Oakland CA 94612	chaotsyn@gmail.com nianovellajones@gmail.com	(314) 775-4371 (202) 531-4300	\$2,250.00 \$1,775.00	
Sally Lee Namrata Mohanty	466 24th Street #9 Oakland CA 94612 466 24th Street #10 Oakland CA 94612	slee_usf@hotmail.com namrata@mohantyfamily.org	(408) 393-9205 (240) 361-7400	\$1070.00 \$1650.00	
Charles J. Blue, Jr.	466 24th Street #11 Oakland CA 94612	bluecharjj@gmail.com	(510) 836-6723 (510) 710-0469	\$864.00	
KEVIN GOLDSON	466 24th Street #12 Oakland CA 94612	kgoldson11@me.com	(310) 880-5709	\$1,875.00	
Antonio Munoz	466 24th Street #14 Oakland CA 94612	munoz545@gmail.com	(530) 828-1013	\$1650.00	
Ricky Carter	466 24th Street #15 Oakland CA 9461	leecarteraf@gmail.com	(510) 837-9107	\$1,695.00	
Christopher Norman	466 24th Street #16 Oakland CA 9461	chrisnorman@gmail.com	(415) 312-6738	\$1,950.00	

**OWNER VERIFICATION**

*(Required)*

I/We declare under penalty of perjury pursuant to the laws of the State of California that everything I/we said in this Property Owner Petition is true and that all of the documents attached to the Petition are true copies of the originals.

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

- 10/14/2022 -  
Date

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

\_\_\_\_\_  
Date

**DOCUMENTATION IN EXCESS OF 25 PAGES**

The documentation submitted in support of the Property Owner Petition exceeds 25 pages and the owner is opting, as allowed by O.M.C. § 8.22.090 (B)(1)(f), to not serve the attachments on the affected tenant(s) unless requested. The owner understands and agrees that tenant(s) may request paper copies of all documents in the Tenant Response, and the owner must provide tenant(s) with the attachments within 10 days of any such request. The documents will also be available for review at the Rent Adjustment Program.

**CONSENT TO ELECTRONIC SERVICE**

*(Highly Recommended)*

Check the box below if you agree to have RAP staff send you documents related to your case electronically. If you agree to electronic service, the RAP may send certain documents only electronically and not by first class mail.

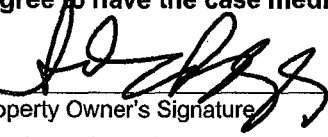
I/We consent to receiving notices and documents in this matter from the RAP electronically at the email address(es) provided in this response.

**MEDIATION PROGRAM**

Mediation is an optional process offered by RAP to assist parties in settling the issues related to their Rent Adjustment case as an alternative to the formal hearing process. A trained third party will work with the parties prior to the hearing to see if a mutual agreement can be reached. If a settlement is reached, the parties will sign a binding agreement and there will not be a formal hearing. If no settlement is reached, the case will go to a formal hearing with a Rent Adjustment Hearing Officer, who will then issue a hearing decision.

Mediation will only be scheduled if both parties agree to mediate. Sign below if you agree to mediation in your case.

I agree to have the case mediated by a Rent Adjustment Program staff mediator.

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

10/14/2022  
Date

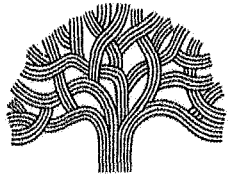
**INTERPRETATION SERVICES**

If English is not your primary language, you have the right to an interpreter in your primary language/dialect at the Rent Adjustment hearing and mediation session. You can request an interpreter by completing this section.

I request an interpreter fluent in the following language at my Rent Adjustment proceeding:

- Spanish (Español)
- Cantonese (廣東話)
- Mandarin (普通话)
- Other: \_\_\_\_\_

**-END OF PETITION-**



CITY OF OAKLAND

**CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM**

250 Frank H. Ogawa Plaza, Suite 5313  
Oakland, CA 94612-0243  
(510) 238-3721  
CA Relay Service 711  
[www.oaklandca.gov/RAP](http://www.oaklandca.gov/RAP)

For Rent Adjustment Program date stamp.

## PROOF OF SERVICE

**NOTE: YOU ARE REQUIRED TO SERVE A COPY OF YOUR PETITION (PLUS ANY ATTACHMENTS\*) ON THE AFFECTED TENANT(S) PRIOR TO FILING YOUR PETITION WITH RAP. You must include a copy of the RAP form "NOTICE TO TENANTS OF OWNER PETITION" (the preceding page of this petition packet) and a completed PROOF OF SERVICE form together with your Petition.**

*\*Exception for attachments exceeding 25 pages. See "Important Information Regarding Filing Your Petition."*

- 1) Use this PROOF OF SERVICE form to indicate the date and manner of service and the person(s) served.
- 2) Note: Email is not a form of allowable service on a party of a petition or response pursuant to the Ordinance.
- 3) Provide a completed copy of this PROOF OF SERVICE form to the person(s) being served together with the documents being served.
- 4) File a completed copy of this PROOF OF SERVICE form with RAP together with your petition. Your petition will not be considered complete until this form has been filed indicating that service has occurred.

On the following date: 10/20/22 I served a copy of (check all that apply):

- PROPERTY OWNER PETITION FOR APPROVAL OF RENT INCREASE** plus 8 attached pages (number of pages attached to Petition not counting the Petition form, NOTICE TO TENANTS OF PROPERTY OWNER PETITION, or PROOF OF SERVICE)
- NOTICE TO TENANTS OF PROPERTY OWNER PETITION**
- Other: \_\_\_\_\_

by the following means (check one):

- United States Mail.** I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- Personal Service.** I personally delivered the document(s) to the person(s) at the address(es) listed below or I left the document(s) at the address(es) with some person not younger than 18 years of age.

**PERSON(S) SERVED:**

Name	Chizuru Tsuga, Daniel Lipson
Address	466 24th Street #1
City, State, Zip	Oakland CA 94612

Name	Denise G. Jones
Address	466 24th Street #2
City, State, Zip	Oakland CA 94612

Name	Ishmail C. Salaam
Address	466 24th Street #3
City, State, Zip	Oakland CA 94612

Name	Yuri M. Reis, Priscila Reis
Address	466 24th Street #4
City, State, Zip	Oakland CA 94612

Name	Sarah Infranco
Address	466 24th Street #5
City, State, Zip	Oakland CA 94612

Name	Jacob Barkow
Address	466 24th Street #6
City, State, Zip	Oakland CA 94612

Name	Chao-Tsung Yang
Address	466 24th Street #7
City, State, Zip	Oakland CA 94612

*NOTE: If you need more space to list tenants you may attach additional copies of this page.*

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

Anita Baij  
 PRINTED NAME

[Signature]  
 SIGNATURE

10/14/2022  
 DATE SIGNED

Name	Nia Jones
Address	466 24th Street #8
City, State, Zip	Oakland CA 94612

Name	Sally Lee
Address	466 24th Street #9
City, State, Zip	Oakland CA 94612

Name	Namrata Mohanty
Address	466 24th Street #10
City, State, Zip	Oakland CA 94612

Name	Charles J. Blue, Jr.
Address	466 24th Street #11
City, State, Zip	Oakland CA 94612

Name	KEVIN GOLDSON
Address	466 24th Street #12
City, State, Zip	Oakland CA 94612

Name	Antonio Munoz
Address	466 24th Street #14
City, State, Zip	Oakland CA 94612

*NOTE: If you need more space to list tenants you may attach additional copies of this page.*

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

\_\_\_\_\_

PRINTED NAME

\_\_\_\_\_ 

SIGNATURE

\_\_\_\_\_ 10/14/22  
DATE SIGNED

Name	Ricky Carter
Address	466 24th Street #15
City, State, Zip	Oakland CA 9461

Name	Christopher Norman
Address	466 24th Street #16
City, State, Zip	Oakland CA 9461

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

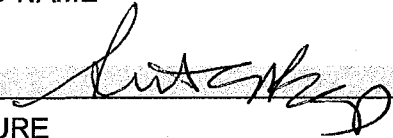
Name	
Address	
City, State, Zip	

*NOTE: If you need more space to list tenants you may attach additional copies of this page.*

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

\_\_\_\_\_

PRINTED NAME

\_\_\_\_\_ 

SIGNATURE

10/14/2022

DATE SIGNED

**CITY OF OAKLAND  
BUSINESS TAX CERTIFICATE**

**ACCOUNT  
NUMBER**  
00218314

**DBA**

**PACIFIC FINANCE & ECONOMICS  
CONSULTING INC**

**BUSINESS LOCATION**

**466 24TH ST  
OAKLAND, CA 94612-2402**

**BUSINESS TYPE**

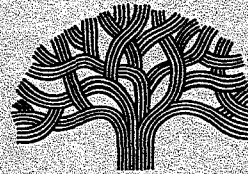
**M Rental - Residential Property**

The issuing of a Business Tax Certificate is for revenue purposes only. It does not relieve the taxpayer from the responsibility of complying with the requirements of any other agency of the City of Oakland and/or any other ordinance, law or regulation of the State of California, or any other governmental agency. The Business Tax Certificate expires on December 31st of each year. Per Section 5.04.190(A), of the O.M.C. you are allowed a renewal grace period until March 1st the following year.

**EXPIRATION DATE**

**12/31/2022**

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to:  
<https://www.dca.ca.gov/publications>



**PACIFIC FINANCE & ECONOMICS CONSULTING INC  
ANITA BAJAJ  
4400 KELLER AVE STE 140-292  
OAKLAND, CA 94605-4281**

A BUSINESS TAX CERTIFICATE  
IS REQUIRED FOR EACH  
BUSINESS LOCATION AND IS  
NOT VALID FOR ANY OTHER  
ADDRESS.

ALL OAKLAND BUSINESSES  
MUST OBTAIN A VALID  
ZONING CLEARANCE TO  
OPERATE YOUR BUSINESS  
LEGALLY. RENTAL OF REAL  
PROPERTY IS EXCLUDED  
FROM ZONING.

PUBLIC INFORMATION ABOVE  
THIS LINE TO BE  
CONSPICUOUSLY POSTED!

**000224**



Capital Improvement Calculator  
 City of Oakland Rent Adjustment Program

IMPROVEMENTS BENEFITING ALL UNITS BUILDING WIDE										
								Petition Date		10/14/22
								Number of Residential Units		15
IMPROVEMENT OR REPAIR	DATE PERMIT OBTAINED (or date started if permit not required)	DATE COMPLETED	FULL COST	ALLOWABLE PASS THROUGH (70%)	ALLOWABLE PASS THROUGH PER UNIT	Imputed Interest	Amortization Period (years)	Allowable Monthly Amortized Cost For Building (70%)	Allowable Amortized Cost per Unit	Date Validation (2 years ago max)
Seismic Retrofitting	5/24/2021	10/13/21	\$0.00	\$0.00	\$0.00	3.211%				OK
Engineering Review (WB Clausen)	10/5/2020	10/30/20	\$7,000.00	\$4,900.00	\$326.67	2.194%	5	\$86.30	\$5.75	OK
City of Oakland	6/1/2021	06/01/21	\$143.76	\$100.63	\$6.71	3.211%	5	\$1.82	\$0.12	OK
City of Oakland plan check	4/21/2021	04/21/21	\$3,151.77	\$2,206.24	\$147.08	3.211%	5	\$39.85	\$2.66	OK
SFT Construction Job site mobilization	5/24/2021	06/09/21	\$7,000.00	\$4,900.00	\$326.67	3.211%	5	\$88.51	\$5.90	OK
SFT Construction Iron/steel work	5/24/2021	06/09/21	\$1,000.00	\$700.00	\$46.67	3.211%	20	\$3.96	\$0.26	OK
SFT Construction Foundation replacement	6/9/2021	06/17/21	\$10,000.00	\$7,000.00	\$466.67	3.211%	20	\$39.57	\$2.64	OK
SFT Construction demo, excav hauling	5/24/2021	07/06/21	\$16,000.00	\$11,200.00	\$746.67	3.211%	20	\$63.30	\$4.22	OK
SFT Construction rebar, framing	5/24/2021	07/06/21	\$18,000.00	\$12,600.00	\$840.00	3.211%	20	\$71.22	\$4.75	OK
SFT Construction bracing etc	6/17/2021	07/23/21	\$31,900.00	\$22,330.00	\$1,488.67	3.211%	20	\$126.21	\$8.41	OK
Doyle Plastering patch and stucco	5/24/2021	08/31/21	\$5,200.00	\$3,640.00	\$242.67	3.211%	5	\$65.75	\$4.38	OK
Norcon engineering	5/24/2021	07/23/21	\$2,175.00	\$1,522.50	\$101.50	3.211%	5	\$27.50	\$1.83	OK
Subtotal (with weighted averages)				\$71,099.37	\$4,739.96	3.141%	16	\$471.59	\$31.44	
Place X in cell B19 if property is mixed use.										
Residential square footage	8,492									
Other use square footage	0									
Percent residential use										
Total Cost Per Unit Allocated to Residential Units					\$4,739.96	3.141%	16		\$31.44	





# CITY OF OAKLAND

Revenue Division - Business Tax Section  
250 Frank H. Ogawa Plaza, #1320  
Oakland, CA 94612  
(510) 238-3704 TDD (510) 238-3254  
[www.oaklandnet.com](http://www.oaklandnet.com)

## Acknowledgement of Payment Received

Date: December 17, 2021

The City of Oakland acknowledges receipt of the following payment on the date printed above.

This payment will be tendered against the following account(s)

Account #: 00218314  
Account Name: PACIFIC FINANCE & ECONOMICS CONSULTING INC  
Account Address: 4400 KELLER AVE STE 140-292 OAKLAND, CA 94605-4281  
Account Paid: M - RESIDENTIAL RENTAL PROPERTY  
Business Address: 466 24TH ST OAKLAND, CA 94612-2402

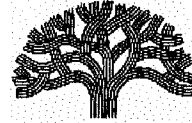
Please keep this acknowledgement for your records. Thank you.

Payment received by:

<b>2022</b>	
Business Tax	
<i>Credit Card</i>	\$3,449.00
BT Recordation and Tech	
<i>Credit Card</i>	\$3.00
BT SB1186 (AB1379)	
<i>Credit Card</i>	\$4.00
RAP Rent Adjustment Program (M)	
<i>Credit Card</i>	\$1,515.00
<b>Total</b>	<b>\$4,971.00</b>



# CITY OF OAKLAND



250 Frank Ogawa Plaza, Suite 5313, Oakland, CA 94612-2034  
Department of Housing and Community Development  
Rent Adjustment Program

TEL (510) 238-3721  
FAX (510) 238-6181  
CA Relay Service 711

## NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland has a Rent Adjustment Program (“RAP”) that limits rent increases (Chapter 8.22 of the Oakland Municipal Code) and covers most residential rental units built before 1983. For more information on which units are covered, contact the RAP office.
- Starting on February 1, 2017, an owner must petition the RAP for any rent increase that is more than the annual general rent increase (“CPI increase”) or allowed “banked” rent increases. These include capital improvements and operating expense increases. For these types of rent increases, the owner may raise your rent only after a hearing officer has approved the increase. No annual rent increase may exceed 10%. You have a right to contest the proposed rent increase by responding to the owner’s petition. You do not have to file your own petition.
- **Contesting a Rent Increase:** You can file a petition with the RAP to contest unlawful rent increases or decreased housing services. To contest a rent increase, you must file a petition (1) within ninety (90) days of the notice of rent increase if the owner also provided this Notice to Tenants with the notice of rent increase; or (2) within 120 days of the notice of rent increase if this Notice to Tenants was not given with the notice of rent increase. If the owner did not give this Notice to Tenants at the beginning of your tenancy, you must file a petition within ninety (90) days of first receiving this Notice to Tenants. Information and the petition forms are available from the RAP drop-in office at the Housing Assistance Center: 250 Frank H. Ogawa Plaza, 6th Floor, Oakland and at: <http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment>.
- If you contest a rent increase, you must pay your rent with the contested increase until you file a petition. If the increase is approved and you did not pay the increase, you will owe the amount of the increase retroactive to the effective date of increase.
- Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22) which limit the grounds for evictions in covered units. For more information contact the RAP office.
- Oakland charges owners a Rent Program Service Fee per unit per year. If the fee is paid on time, the owner is entitled to get half of the fee from you. Tenants in subsidized units are not required to pay the tenant portion of the fee.
- Oakland has a Tenant Protection Ordinance (“TPO”) to deter harassing behaviors by landlords and to give tenants legal recourse in instances where they are subjected to harassing behavior by landlords (O.M.C. 8.22.600). (City Council Ordinance No. 13265 C.M.S.)
- The owner \_\_\_ is \_\_\_ is not permitted to set the initial rent on this unit without limitations (such as pursuant to the Costa-Hawkins Act). If the owner is not permitted to set the initial rent without limitation, the rent in effect when the prior tenant vacated was \_\_\_\_\_.

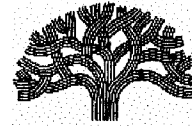
### TENANTS’ SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit Your Unit, the unit you intend to rent.
- Smoking (circle one) IS or IS NOT permitted in other units of your building. (If both smoking and non-smoking units exist in tenant’s building, attach a list of units in which smoking is permitted.)
- There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at \_\_\_\_\_.

I received a copy of this notice on \_\_\_\_\_ (Date) \_\_\_\_\_ (Tenant’s signature)

此份屋崙 (奧克蘭) 市租客權利通知書附有中文版本。請致電 (510) 238-3721 索取副本。  
La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.

# CIUDAD DE OAKLAND



250 Frank Ogawa Plaza, Suite 5313, OAKLAND, CA 94612-2034  
Departamento de Desarrollo Comunitario y Vivienda  
Programa de Ajustes en el Alquiler

TEL.(510) 238-3721  
FAX (510) 238-6181  
CA Relay 711

## AVISO A LOS INQUILINOS DEL PROGRAMA DE AJUSTES EN EL ALQUILER RESIDENCIAL

- Oakland tiene un Programa de Ajustes en el Alquiler (Rent Adjustment Program, RAP) que limita los aumentos en el alquiler (Capítulo 8.22 del Código Municipal de Oakland) y cubre a la mayoría de las unidades residenciales en alquiler construidas antes de 1983. Para más información sobre las viviendas cubiertas, contacte a la oficina del RAP.
- A partir del 1º de febrero de 2017, un propietario debe presentar una petición ante el RAP para todo aumento en el alquiler que sea mayor que el aumento general anual en el alquiler (“aumento CPI”) o permitido que los aumentos en el alquiler sean “invertidos”. Estos incluyen mejoras de capital y aumentos en los gastos operativos. En lo que respecta a este tipo de aumentos, el propietario puede aumentar su alquiler sólo después de que un funcionario de audiencia haya autorizado el incremento. Ningún aumento anual en el alquiler podrá exceder el 10%. Usted tiene derecho a disputar el aumento en el alquiler propuesto respondiendo a la petición del propietario. No es indispensable que usted presente su propia petición.
- **Cómo disputar un aumento en el alquiler:** Puede presentar una petición ante el RAP para disputar aumentos ilícitos en el alquiler o la disminución de servicios en la vivienda. Para disputar el aumento en el alquiler, debe presentar una petición (1) en un plazo de (90) días a partir de la fecha del aviso de aumento en el alquiler si el propietario también proporcionó este Aviso a los Inquilinos con la notificación del aumento en el alquiler; o (2) en un plazo de 120 días a partir de la fecha de recepción del aviso de aumento en el alquiler si este Aviso a los Inquilinos no fue entregado con la notificación de aumento en el alquiler. Si el propietario no entregó este Aviso a los Inquilinos al inicio del periodo de arrendamiento, deberá presentar una solicitud en un plazo de (90) días a partir de la fecha en que recibió por primera vez este Aviso a los Inquilinos. Encontrará información y formularios disponibles en la oficina del RAP en el Centro de Asistencia de Vivienda: 250 Frank H. Ogawa Plaza, 6º Piso, Oakland; también puede visitar: <http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment>.
- Si usted disputa un aumento en el alquiler, debe pagar su alquiler con el aumento disputado hasta que presente la petición. Si el aumento es aprobado y usted no lo pagó, adeudará la suma del incremento retroactivo a la fecha de inicio de vigencia del aumento.
- Oakland tiene controles de desalojo (Ordenanza de Desalojo por Causa Justa y Reglamentos, O.M.C. 8.22) que limitan los motivos de desalojo en las viviendas cubiertas. Para más información contacte la oficina RAP.
- Oakland les cobra a los propietarios una Tarifa de Servicio del Programa de Alquiler (Rent Program Service Fee) por vivienda al año. Si la tarifa se paga a tiempo, el propietario tiene derecho a cobrar la mitad del costo de esta tarifa al inquilino. No se requiere que los inquilinos de viviendas subsidiadas paguen la porción del inquilino de la tarifa.
- Oakland posee una Ordenanza de Protección al Inquilino (Tenant Protection Ordinance, TPO) para impedir el comportamiento abusivo por parte de propietarios y para ofrecerles a los inquilinos recursos legales en instancias donde han sido víctimas de comportamiento abusivo por parte de propietarios (O.M.C. 8.22.600). (Ordenanza del Concejo Municipal No. 13265 C.M.S.)
- El propietario \_\_\_\_ tiene \_\_\_\_ no tiene permitido establecer el alquiler inicial de esta vivienda sin limitaciones (por ejemplo, de conformidad con la Ley Costa-Hawkins). Si el propietario no tiene permitido establecer el alquiler inicial sin limitaciones, el alquiler vigente cuando el inquilino anterior desalojó la vivienda era de \_\_\_\_\_.

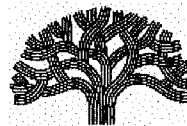
**INFORMACIÓN A LOS INQUILINOS SOBRE LAS POLÍTICAS PARA FUMADORES**

- Fumar (encierre en un círculo) ESTÁ o NO ESTÁ permitido en la Vivienda \_\_\_\_\_, la vivienda que usted pretende alquilar.
- Fumar (encierre en un círculo) ESTÁ o NO ESTÁ permitido en otras viviendas de su edificio. (Si hay disponibilidad de ambas viviendas, fumador y no fumador, en el edificio del inquilino, adjunte una lista de las viviendas en donde se permite fumar.)
- (Encierre en un círculo), HAY o NO HAY un área designada al aire libre para fumar. Se encuentra en \_\_\_\_\_.

Recibí una copia de este aviso el \_\_\_\_\_  
(Fecha) (Firma del inquilino)

此份屋崙 (奧克蘭) 市租客權利通知書附有中文版本。請致電 (510) 238-3721 索取副本。

La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.



250 Frank Ogawa Plaza, Suite 5313, OAKLAND, CA 94612-2034  
 房屋與社區發展部 (Department of Housing and Community Development)  
 租金調整計劃 (Rent Adjustment Program)

電話 (510) 238-3721  
 傳真 (510) 238-6181  
 CA Relay Service 711

### 住宅租金調整計劃的租客通知書

- 屋崙(奧克蘭) 市的租金調整計劃 (RAP) 旨在限制租金調漲 (屋崙(奧克蘭) 市政法規 8.22 章)，且主要是針對建於 1983 年以前大多數的出租住宅單位。若要了解哪些單位在本計劃限制範圍內，請聯絡 RAP 辦事處。
- 從 2017 年 2 月 1 日起，如果租金調漲幅度超出一般租金年漲幅 (「CPI 漲幅」) 或允許的「調整存放」漲幅，業主就必須向 RAP 陳情。調漲原因可包括固定資產整修和營運支出增加。對於這些類型的租金調漲方案，業主必須在聽證官同意調漲後才能提高您的租金。任何租金年漲幅不得超過 10%。如果不同意建議的租金調幅，您有權對業主的陳情提出抗辯，但您不需要自己提出陳情。
- **對租金調漲提出抗辯：**您可以租金調漲違法或者住房服務縮為由，向 RAP 陳情抗辯。如果您要對租金調漲提出抗辯，(1) 且業主隨同這份「租客通知」一併提供租金調漲通知，則您必須在收到租金調漲通知後九十 (90) 天內提出陳情；(2) 但業主未隨這份「租客通知」提供租金調漲通知，則您必須在收到租金調整通知後的 120 天內提出陳情。如果業主在租期一開始時沒有提供這份租客通知，您就必須在第一次收到這份租客通知後的九十 (90) 天內提出請願。如需相關資訊並索取請願書，請前往房屋協助中心 (Housing Assistance Center) 的租金調整計劃 (RAP) 中心親自索取：250 Frank H. Ogawa Plaza, 6th Floor, Oakland and at: <http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment>。
- 如果您對租金調漲有異議，在提出陳情之前，您仍必須支付所要抗辯的調漲租金。若調漲金額獲准但您並未支付，您將積欠從調漲生效日期算起的調漲金額。
- 屋崙(奧克蘭) 市的驅逐管制規則 (屋崙(奧克蘭) 市政法規 8.22 中的「驅逐正當理由」) 對所管制單位的驅逐理由設有限制。若要瞭解更多資訊，請聯絡 RAP 辦公室。
- 屋崙(奧克蘭) 市政府每年會向業主收取每個出租單位的「租金計劃服務費」(Rent Program Service Fee)。若業主準時支付這筆費用，就有權向您收取一半費用。受補助單位的租客無需支付該費用的租客部分。
- 屋崙(奧克蘭) 市的租客保護法令 (Tenant Protection Ordinance, TPO) 旨在遏阻房東的騷擾行為，並且在租客受房東騷擾的情況下賦予租客法律追索權 (屋崙(奧克蘭) 市政法規 8.22.600)。(市議會條例 13265 號 C.M.S.)
- 業主 \_\_\_ 得以 \_\_\_ 不得對本單位設下毫無限制的起租租金 (例如根據 Costa-Hawkins 法案規定)。如果業主不得設下毫無限制的起租租金，則前任房客遷出後生效的租金是 \_\_\_\_\_。

### 針對租客的吸煙政策聲明

- 住房單位 \_\_\_\_\_ (您有意承租的單位)「允許」或「不允許」吸煙 (圈選一項)。
- 您所住建築物中的其他單位「允許」或「不允許」吸煙 (圈選一項)。(若租客所住的建築物中同時包含可吸煙和不可吸煙的單位，應附上一張可吸煙單位列表。)
- 本建築物「有」或「沒有」指定的戶外吸煙區 (圈選一項)。該吸煙區位於 \_\_\_\_\_。

我於 \_\_\_\_\_ 收到本通知書  
 (日期) (租客簽名)

此份屋崙(奧克蘭) 市租客權利通知書附有中文版本。請致電 (510) 238-3721 索取副本。

La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.



W.B. Clausen Structural Engineers, Inc.

1727 64th Street, Emeryville, California 94608  
Phone: (510) 655-4144 Fax: (510) 655-1133

Invoice

Anita Bajaj  
4400 Keller Ave., Suite 140-292  
Oakland, CA 94605

Invoice number 2010032  
Date 10/05/2020

Project 27864 - 466 24TH STREET, OAKLAND

For professional services through 10/02/2020.

	Amount
<b>C1 - Soft Story Retrofit</b>	
Contract Amount	\$7,000.00
Percent Complete	100.00%
Prior Billed	\$0.00
	Current Billed <u>\$7,000.00</u>
	Total <u>\$7,000.00</u>

Consultant

C1 - Soft Story Retrofit

	Units	Rate	Billed Amount
Consultant			
Alireza Zand - CAD Manager	2.50	160.00	\$400.00
			Current Charges <u>\$7,400.00</u>
			Previous Balance (Inv # ) from 4/25/2020 \$0.00

Balance Due: \$7,400.00

CREDIT

400.00

TOTAL DUE \$7,000.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
2010032	10/05/2020	7,400.00	7,400.00				
	Total	7,400.00	7,400.00	0.00	0.00	0.00	0.00





Your Check Images  
Front

THIS CHECK IS VOID WITHOUT THE SAFETY FEATURES LISTED ON THE BACK

Apply to account: **Rocio Gonzalez - PACIFIC FINANCE & ECONOMICS** 2232206432  
 PACIFIC FINANCE & ECONOMICS 11-5168 DATE 12/29/2020 0000011410  
 4100 REDWOOD RD STE 10 OAKLAND, CA 94612  
 FIRST REPUBLIC BANK  
 115 CALIFORNIA ST. SAN FRANCISCO, CA 94102

PAY TO THE ORDER OF **ROCIO GONZALEZ** AMOUNT **\*\*\$150.00**

**FIRST REPUBLIC BANK**  
It's a privilege to serve you<sup>SM</sup>

Signature on file - account holder has pre-approved this check  
Void After 90 Days

Back

FOR DEPOSIT ONLY  
DO NOT WRITE ON THIS CHECK  
MICROFILMED FOR FEDERAL RESERVE

FOR DEPOSIT ONLY  
DO NOT WRITE ON THIS CHECK  
MICROFILMED FOR FEDERAL RESERVE

0000011410  
Rocio Gonzalez

Check # 11410 Date 01/04/2021 Amount \$150.00

THIS CHECK IS VOID WITHOUT THE SAFETY FEATURES LISTED ON THE BACK

Apply to account: **Joyce Jason Maghanoy - PACIFIC FINANCE & ECONOMICS** 241202022  
 PACIFIC FINANCE & ECONOMICS 11-5168 DATE 01/04/2021 0000011421  
 4100 REDWOOD RD STE 10 OAKLAND, CA 94612  
 FIRST REPUBLIC BANK  
 115 CALIFORNIA ST. SAN FRANCISCO, CA 94102

PAY TO THE ORDER OF **JOYCE & JASON MAGHANAY** AMOUNT **\*\*\$158.87**

**FIRST REPUBLIC BANK**  
It's a privilege to serve you<sup>SM</sup>

Signature on file - account holder has pre-approved this check  
Void After 90 Days

FOR DEPOSIT ONLY  
DO NOT WRITE ON THIS CHECK  
MICROFILMED FOR FEDERAL RESERVE

Patelco CU  
Oakland, CA  
3 Park Place  
94608  
01/03/21-07:00:45  
55324865  
CREDITED TO THE  
ACCOUNT OF WITHIN  
NAMED PARTY  
<<<<<32107670>>>>

Check # 11421 Date 01/05/2021 Amount \$158.87

THIS CHECK IS VOID WITHOUT THE SAFETY FEATURES LISTED ON THE BACK

Apply to account: **27884 - PACIFIC FINANCE & ECONOMICS** 110118160  
 PACIFIC FINANCE & ECONOMICS 11-5168 DATE 01/19/2021 0000011429  
 4100 REDWOOD RD STE 10 OAKLAND, CA 94612  
 FIRST REPUBLIC BANK  
 115 CALIFORNIA ST. SAN FRANCISCO, CA 94102

PAY TO THE ORDER OF **W. B. CLAUSEN STRUCTURAL ENGINEERS, INC.** AMOUNT **\*\*\$7000.00**

**FIRST REPUBLIC BANK**  
It's a privilege to serve you<sup>SM</sup>

Signature on file - account holder has pre-approved this check  
Void After 90 Days

FOR DEPOSIT ONLY  
DO NOT WRITE ON THIS CHECK  
MICROFILMED FOR FEDERAL RESERVE

>121102036<  
Mechanics Ex #1013  
2021-01-20  
0113579817  
Batch 105525317

Check # 11429 Date 01/21/2021 Amount \$7,000.00

000000-00454-003



100000



City of Oakland

City of Oakland  
Transaction Receipt# 5343959  
Record ID: B2101807

250 FRANK H. OGAWA PLAZA  
OAKLAND, CALIFORNIA 94612-2031

Date: 04/21/2021

ADDRESS: 466 24TH ST, Oakland, CA 94612  
PARCEL: 008 067401201

DESCRIPTION	AMOUNT DUE	TRAN AMOUNT
General Plan Surcharge	\$ 324.00	\$ 324.00
Plan Check - Routed	\$ 1,294.07	\$ 1,294.07
City - California Building Standards Commision (CBSC)	\$ 0.20	\$ 0.20
California Building Standards Commision (CBSC)	\$ 1.80	\$ 1.80
City - Strong Motion Instrumentation Program (SMIP)	\$ 0.84	\$ 0.84
Strong Motion Instrumentation Program (SMIP)	\$ 15.96	\$ 15.96
Application Fee	\$ 74.00	\$ 74.00
Inspection Fee	\$ 1,035.25	\$ 1,035.25
Recrd Mangmnt & Tech Enhancement Fee	\$ 405.05	\$ 405.05
	<b>\$ 3,151.17</b>	<b>\$ 3,151.17</b>

PAYMENT TYPE	PAYOR	PAYMENT AMOUNT	AMOUNT NOT ALLOCATED
Credit Card 1265958-3	SFT CONSTRUCTION CORP	\$ 3,151.17	\$ 0.00
Comments: SFT CONSTRUCTION CORP		\$ 3,151.17	\$ 0.00

**TOTAL TRANSACTION AMOUNT: \$ 3,151.17**

000234

**SFT Construction Corp**  
322 6th St Unit 4  
San Francisco, CA 94103 US  
(415) 707-1046  
info@sft-construction.com  
www.sft-construction.com



SFT CONSTRUCTION

**BILL TO**  
Pacific Finance & Economics  
Consulting  
4400 Keller Ave #140-292  
Oakland, CA 94605

**INVOICE 466.P1**

**DATE** 04/21/2021 **TERMS** Due on receipt

**DUE DATE** 04/21/2021

ACTIVITY	QTY	COST	AMOUNT
<b>Permit Fee</b> Permit Fee	1	3,151.17	3,151.17
OAK:466 24th St Permit Fee			
	PAYMENT		3,151.17
	<b>TOTAL DUE</b>		<b>\$0.00</b>

PAID

000235



City of Oakland

City of Oakland  
Transaction Receipt# 5348690  
Record ID: B2101807

250 FRANK H. OGAWA PLAZA  
OAKLAND, CALIFORNIA 94612-2031

Date: 06/01/2021

ADDRESS: 466 24TH ST, Oakland, CA 94612  
PARCEL: 008 067401201

DESCRIPTION	AMOUNT DUE	TRAN AMOUNT
Recrd Mangmnt & Tech Enhancement Fee	\$ 18.48	\$ 18.48
Construction & Demo Recycling -ONLINE	\$ 125.28	\$ 125.28
	<b>\$ 143.76</b>	<b>\$ 143.76</b>

PAYMENT TYPE	PAYOR	PAYMENT AMOUNT	AMOUNT NOT ALLOCATED
Credit Card	SFT CONSTRUCTION CORP	\$ 143.76	\$ 0.00
1276018-3			
Comments: SFT CONSTRUCTION CORP			
		<b>\$ 143.76</b>	<b>\$ 0.00</b>

**TOTAL TRANSACTION AMOUNT: \$ 143.76**

**SFT Construction Corp**  
322 6th St Unit 4  
San Francisco, CA 94103 US  
(415) 707-1046  
info@sft-construction.com  
www.sft-construction.com



SFT CONSTRUCTION

**BILL TO**  
Pacific Finance & Economics  
Consulting  
4400 Keller Ave #140-292  
Oakland, CA 94605

**INVOICE 466.1**

**DATE** 06/09/2021 **TERMS** Due on receipt

**DUE DATE** 06/09/2021

ACTIVITY	QTY	COST	AMOUNT
<b>Services</b> Upon signing the contract	1	1,000.00	1,000.00
OAK:466 24th St Upon signing the contract	PAYMENT		1,000.00
<b>TOTAL DUE</b>			<b>\$0.00</b>

PAID

000237

**SFT Construction Corp**  
322 6th St Unit 4  
San Francisco, CA 94103 US  
(415) 707-1046  
info@sft-construction.com  
www.sft-construction.com



SFT CONSTRUCTION

**BILL TO**  
Pacific Finance & Economics  
Consulting  
4400 Keller Ave #140-292  
Oakland, CA 94605

**INVOICE 466. 2**

**DATE** 06/09/2021 **TERMS** Due on receipt

**DUE DATE** 06/09/2021

ACTIVITY	QTY	COST	AMOUNT
<b>Services</b> Upon jobsite mobilization	1	7,000.00	7,000.00
OAK:466 24th St Upon jobsite mobilization	PAYMENT		7,000.00
<b>TOTAL DUE</b>			<b>\$0.00</b>

PAID

**SFT Construction Corp**  
322 6th St Unit 4  
San Francisco, CA 94103 US  
(415) 707-1046  
info@sft-construction.com  
www.sft-construction.com



SFT CONSTRUCTION

**BILL TO**  
Pacific Finance & Economics  
Consulting  
4400 Keller Ave #140-292  
Oakland, CA 94605

**INVOICE 466.C1**

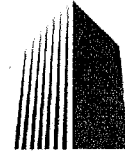
**DATE 06/17/2021 TERMS Due on receipt**

**DUE DATE 06/17/2021**

ACTIVITY	QTY	COST	AMOUNT
<b>Services</b> Change order	1	10,000.00	10,000.00
OAK:466 24th St Change Order	PAYMENT		10,000.00
<b>TOTAL DUE</b>			<b>\$0.00</b>

PAID

**SFT Construction Corp**  
322 6th St Unit 4  
San Francisco, CA 94103 US  
(415) 707-1046  
info@sft-construction.com  
www.sft-construction.com



SFT CONSTRUCTION

**BILL TO**  
Pacific Finance & Economics  
Consulting  
4400 Keller Ave #140-292  
Oakland, CA 94605

**INVOICE 466.3**

**DATE 07/06/2021 TERMS Due on receipt**

**DUE DATE 07/06/2021**

ACTIVITY	QTY	COST	AMOUNT
<b>Services</b> Upon 30% Construction progress - Completion of demoltion, excavation, and hauling	1	16,000.00	16,000.00
OAK:466 24th St Upon 30% Construction progress	PAYMENT		16,000.00
<b>TOTAL DUE</b>			<b>\$0.00</b>

PAID

000240



**SFT Construction Corp**  
322 6th St Unit 4  
San Francisco, CA 94103 US  
(415) 707-1046  
info@sft-construction.com  
www.sft-construction.com



SFT CONSTRUCTION

**BILL TO**  
Pacific Finance & Economics  
Consulting  
4400 Keller Ave #140-292  
Oakland, CA 94605

**INVOICE 466.4**

**DATE** 07/06/2021 **TERMS** Due on receipt

**DUE DATE** 07/06/2021

ACTIVITY	QTY	COST	AMOUNT
<b>Services</b> Upon 60% Construction progress - Completion of wood framing upgrade, rebar placement for the foundations - Steel column and bracing fabrication and welding	1	18,000.00	18,000.00

PAID

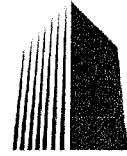
OAK:466 24th St  
Upon 60% Construction progress

PAYMENT 18,000.00

**TOTAL DUE \$0.00**

000241

**SFT Construction Corp**  
322 6th St Unit 4  
San Francisco, CA 94103 US  
(415) 707-1046  
info@sft-construction.com  
www.sft-construction.com



SFT CONSTRUCTION

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Pacific Finance & Economics  
Consulting  
4400 Keller Ave #140-292  
Oakland, CA 94605

**INVOICE 466.5**

**DATE** 07/23/2021 **TERMS** Due on receipt

**DUE DATE** 07/23/2021

ACTIVITY	QTY	COST	AMOUNT
<b>Services</b> Upon 90% Construction progress - Completion of concrete pour and collection installation - Completion of steel bracing and columns	1	18,000.00	18,000.00
OAK:466 24th St Upon 90% Construction progress	PAYMENT		18,000.00
<b>TOTAL DUE</b>			<b>\$0.00</b>

PAID

**SFT Construction Corp**  
322 6th St Unit 4  
San Francisco, CA 94103 US  
(415) 707-1046  
info@sft-construction.com  
www.sft-construction.com



SFT CONSTRUCTION

**BILL TO**  
Pacific Finance & Economics  
Consulting  
4400 Keller Ave #140-292  
Oakland, CA 94605

**INVOICE 466.C2**

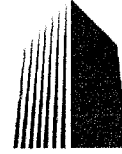
**DATE** 08/02/2021 **TERMS** Due on receipt

**DUE DATE** 08/02/2021

ACTIVITY	QTY	COST	AMOUNT
Services Change order	1	8,900.00	8,900.00
OAK:466 24th St Change Order 2	PAYMENT		8,900.00
<b>TOTAL DUE</b>			<b>\$0.00</b>

PAID

**SFT Construction Corp**  
322 6th St Unit 4  
San Francisco, CA 94103 US  
(415) 707-1046  
info@sft-construction.com  
www.sft-construction.com



SFT CONSTRUCTION

**BILL TO**

Pacific Finance & Economics  
Consulting  
4400 Keller Ave #140-292  
Oakland, CA 94605

**INVOICE 466.6**

**DATE** 10/06/2021 **TERMS** Due on receipt

**DUE DATE** 10/06/2021

ACTIVITY	QTY	COST	AMOUNT
<b>Services</b> Upon 100% completion - Upon passing the final inspections	1	5,000.00	5,000.00
OAK:466 24th St Upon 100% Construction progress	PAYMENT		5,000.00
<b>TOTAL DUE</b>			<b>\$0.00</b>

PAID

**Norcon**  
 470 3rd St. #105  
 San Francisco, CA 94107 US  
 (415) 692-0519  
 collin@norcon415.com  
 www.norcon415.com



# INVOICE

**BILL TO**  
 Pacific Finance and Consulting

**INVOICE #** 13499  
**DATE** 07/23/2021  
**DUE DATE** 07/23/2021  
**TERMS** Due on receipt

**JOB ADDRESS**  
 466 24th St

ACTIVITY	QTY	RATE	AMOUNT
<b>Inspection:Rebar Inspection</b> 7-14-2021	4	100.00	400.00
<b>Concrete Inspection, Testing and Lab Services</b> This includes inspection services provided by the inspector onsite, as well as sampling, pickup, and testing.	1	700.00	700.00
<b>Inspection:Concrete Placement Inspection</b> 7-16-2021	4	100.00	
<b>Inspection:Pickup - Cylinders</b> Compression Pickup, 5 Cylinders	5	20.00	
<b>Inspection:Compression Test - Cylinders</b> Compression Test, 5 Cylinders	5	40.00	
<b>Inspection:Final Letter</b> Final Letter	1	275.00	275.00

PAID

PAYMENT 1,375.00  
 BALANCE DUE **\$0.00**

Norcon  
470 3rd St. #105  
San Francisco, CA 94107 US  
(415) 692-0519  
collin@norcon415.com  
www.norcon415.com



# INVOICE

**BILL TO**  
Pacific Finance and Consulting

**INVOICE #** 13641  
**DATE** 08/13/2021  
**DUE DATE** 08/13/2021  
**TERMS** Due on receipt

**JOB ADDRESS**  
466 24th St, Oakland

ACTIVITY	QTY	RATE	AMOUNT
Inspection:Shop Weld Inspection 7-21-2021	4	100.00	400.00
Inspection:Field Weld Inspection 8-5-2021	4	100.00	400.00
PAYMENT			800.00
BALANCE DUE			<b>\$0.00</b>

PAID

**Bill details**

DATE  
8/12/2021

REFERENCE NUMBER  
---

MEMO  
24th St. - Retrofitting job

**Doyle Plastering**  
2571 32<sup>nd</sup> Avenue  
San Francisco, CA 94116  
Lic. # 843625  
Tel. (415) 585 9373

**Proposal**

DATE: 8/20/21

**BILL TO:**  
Owner/ Contractor Phone:  
Name: Miguel  
Address: 466 24<sup>th</sup>

Job Name:  
Location:  
City: Oakland

**Specification:**

I propose to repair soffit as shown and match texture as close as possible

Signature of acceptance

466 24th ave propos

**Approval**

Total including sales tax \$5,200

**Item details**

PROPERTY OR COMPANY	ACCOUNT	DESCRIPTION	INITIAL AMOUNT	REMAINING AMOUNT
24th Street	Stucco or Siding replacement	24th St. - Retrofitting job	\$5,200.00	\$0.00
Total			\$5,200.00	\$0.00

**Payment history**

BANK ACCOUNT	DATE	METHOD	AMOUNT PAID
<u>PACIFIC FINANCE &amp; ECONOMICS CONSULTING INC.</u>	8/25/2021	Check	\$5,200.00

**Doyle Plastering**  
2571 32<sup>nd</sup> Avenue,  
San Francisco, CA 94116  
Lic. #843625  
Tel. (415) 505 9373

## Receipt

DATE: 10/6/2022

**BILL TO:**

Owner/ Contractor Phone:  
Name: Buildium  
Address: 466 24<sup>th</sup> st

Color -  
Location: -  
City Oakland

*Dated incorrectly  
Because this is the  
date I asked  
him for receipt.*

### **Specification:**

Received with thanks for stucco repair at said location

Total including sales tax

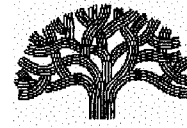
\$5,200

000248



#1

CITY OF OAKLAND



250 Frank Ogawa Plaza, Suite 5313, Oakland, CA 94612-2034
Department of Housing and Community Development
Rent Adjustment Program

TEL (510) 238-3721
FAX (510) 238-6181
CA Relay Service 711

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland has a Rent Adjustment Program ("RAP") that limits rent increases...
• Starting on February 1, 2017, an owner must petition the RAP for any rent increase...
• Contesting a Rent Increase: You can file a petition with the RAP to contest unlawful rent increases...
• If you contest a rent increase, you must pay your rent with the contested increase until you file a petition...
• Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22)...
• Oakland charges owners a Rent Program Service Fee per unit per year...
• Oakland has a Tenant Protection Ordinance ("TPO") to deter harassing behaviors by landlords...
• The owner is not permitted to set the initial rent on this unit without limitations...

TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit #1, the unit you intend to rent.
• Smoking (circle one) IS or IS NOT permitted in other units of your building.
• There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at

I received a copy of this notice on 01/27/2022

(Date)

[Handwritten signature]

(Tenant's signature)

此份屋崙(奧克蘭)市租客權利通知書附有中文版本。請致電(510) 238-3721 索取副本。

La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.



P.O. BOX 70243, OAKLAND, CA 94612-2043  
 Department of Housing and Community Development  
 Rent Adjustment Program

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

### NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland has a Rent Adjustment Program ("RAP") that limits rent increases (Chapter 8.22 of the Oakland Municipal Code) and covers most residential rental units built before 1983. For more information on which units are covered, contact the RAP office.
- Starting on February 1, 2017, an owner must petition the RAP for any rent increase that is more than the annual general rent increase ("CPI increase") or allowed "banked" rent increases. These include capital improvements and operating expense increases. For these types of rent increases, the owner may raise your rent only after a hearing officer has approved the increase. No annual rent increase may exceed 10%. You have a right to contest the proposed rent increase by responding to the owner's petition. You do not have to file your own petition.
- **Contesting a Rent Increase:** You can file a petition with the RAP to contest unlawful rent increases or decreased housing services. To contest a rent increase, you must file a petition (1) within ninety (90) days of the notice of rent increase if the owner also provided this Notice to Tenants with the notice of rent increase; or (2) within 120 days of the notice of rent increase if this Notice to Tenants was not given with the notice of rent increase. If the owner did not give this Notice to Tenants at the beginning of your tenancy, you must file a petition within ninety (90) days of first receiving this Notice to Tenants. Information and the petition forms are available from the RAP drop-in office at the Housing Assistance Center: 250 Frank H. Ogawa Plaza, 6th Floor, Oakland and at: <http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment>.
- If you contest a rent increase, you must pay your rent with the contested increase until you file a petition. If the increase is approved and you did not pay the increase, you will owe the amount of the increase retroactive to the effective date of increase.
- Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22) which limit the grounds for evictions in covered units. For more information contact the RAP office.
- Oakland charges owners a Rent Program Service Fee per unit per year. If the fee is paid on time, the owner is entitled to get half of the fee from you. Tenants in subsidized units are not required to pay the tenant portion of the fee.
- Oakland has a Tenant Protection Ordinance ("TPO") to deter harassing behaviors by landlords and to give tenants legal recourse in instances where they are subjected to harassing behavior by landlords (O.M.C. 8.22.600). (City Council Ordinance No. 13265 C.M.S.)
- The owner  is  is not permitted to set the initial rent on this unit without limitations (such as pursuant to the Costa-Hawkins Act). If the owner is not permitted to set the initial rent without limitation, the rent in effect when the prior tenant vacated was \_\_\_\_\_.

#### TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or ~~IS NOT~~ permitted in Unit 2, the unit you intend to rent.
- Smoking (circle one) IS or ~~IS NOT~~ permitted in other units of your building. (If both smoking and non-smoking units exist in tenant's building, attach a list of units in which smoking is permitted.)
- There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at 2.

I received a copy of this notice on 10/04/2019

(Date)

*Bernice Jones*

(Tenant's signature)

此份屋崙(奧克蘭)市租客權利通知書附有中文版本。請致電(510) 238-3721 索取副本。

La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.



P.O. BOX 70243, OAKLAND, CA 94612-2043
Department of Housing and Community Development
Rent Adjustment Program

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

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland has a Rent Adjustment Program ("RAP") that limits rent increases...
Starting on February 1, 2017, an owner must petition the RAP for any rent increase...
Contesting a Rent Increase: You can file a petition with the RAP to contest unlawful rent increases...
If you contest a rent increase, you must pay your rent with the contested increase until you file a petition...
Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22)...
Oakland charges owners a Rent Program Service Fee per unit per year...
Oakland has a Tenant Protection Ordinance ("TPO") to deter harassing behaviors by landlords...
The owner [ ] is [x] is not permitted to set the initial rent on this unit without limitations...

TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit 3, the unit you intend to rent.
Smoking (circle one) IS or IS NOT permitted in other units of your building.
There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at 3.

I received a copy of this notice on (Date)

(Tenant's signature)

此份屋崙 (奧克蘭) 市租客權利通知書附有中文版本。請致電 (510) 238-3721 索取副本。
La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.

Apartment #4

CITY OF OAKLAND



P.O. BOX 70243, OAKLAND, CA 94612-2043
Department of Housing and Community Development
Rent Adjustment Program

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

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland has a Rent Adjustment Program ("RAP") that limits rent increases (Chapter 8.22 of the Oakland Municipal Code) and covers most residential rental units built before 1983. For more information on which units are covered, contact the RAP office.
• Starting on February 1, 2017, an owner must petition the RAP for any rent increase that is more than the annual general rent increase ("CPI increase") or allowed "banked" rent increases. These include capital improvements and operating expense increases. For these types of rent increases, the owner may raise your rent only after a hearing officer has approved the increase. No annual rent increase may exceed 10%. You have a right to contest the proposed rent increase by responding to the owner's petition. You do not have to file your own petition.
• Contesting a Rent Increase: You can file a petition with the RAP to contest unlawful rent increases or decreased housing services. To contest a rent increase, you must file a petition (1) within ninety (90) days of the notice of rent increase if the owner also provided this Notice to Tenants with the notice of rent increase; or (2) within 120 days of the notice of rent increase if this Notice to Tenants was not given with the notice of rent increase. If the owner did not give this Notice to Tenants at the beginning of your tenancy, you must file a petition within ninety (90) days of first receiving this Notice to Tenants. Information and the petition forms are available from the RAP drop-in office at the Housing Assistance Center: 250 Frank H. Ogawa Plaza, 6th Floor, Oakland and at: http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment.
• If you contest a rent increase, you must pay your rent with the contested increase until you file a petition. If the increase is approved and you did not pay the increase, you will owe the amount of the increase retroactive to the effective date of increase.
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• Oakland has a Tenant Protection Ordinance ("TPO") to deter harassing behaviors by landlords and to give tenants legal recourse in instances where they are subjected to harassing behavior by landlords (O.M.C. 8.22.600). (City Council Ordinance No. 13265 C.M.S.)
• The owner [ ] is [x] is not permitted to set the initial rent on this unit without limitations (such as pursuant to the Costa-Hawkins Act). If the owner is not permitted to set the initial rent without limitation, the rent in effect when the prior tenant vacated was \_\_\_\_\_.

TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit 4, the unit you intend to rent.
• Smoking (circle one) IS or IS NOT permitted in other units of your building. (If both smoking and non-smoking units exist in tenant's building, attach a list of units in which smoking is permitted.)
• There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at 4.

I received a copy of this notice on 10/18/2019 (Date)

Disclia O.C. Reis

Lucy M. Reis

(Tenant's signature)

此份屋崙(奧克蘭)市租客權利通知書附有中文版本。請致電(510) 238-3721 索取副本。

La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.

#5

CITY OF OAKLAND



P.O. BOX 70243, OAKLAND, CA 94612-2043  
Department of Housing and Community Development  
Rent Adjustment Program

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

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- ◆ Oakland has a Rent Adjustment Program ("RAP") that limits rent increase (Chapter 8.22 of the Oakland Municipal Code) and covers most residential rental units built before 1983. For more information on which units are covered, contact the RAP office.
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- ◆ Contesting a Rent Increase: You can file a petition with the RAP to contest unlawful rent increases or decreased housing services. To contest a rent increase, you must file a petition (1) within ninety (90) days of the notice of rent increase if the owner also provided this Notice to Tenants with the notice of rent increase; or (2) within 120 days of the notice of rent increase if this Notice to Tenants was not given with the notice of rent increase. If the owner did not give this Notice to Tenants at the beginning of your tenancy, you must file a petition within ninety (90) days of first receiving this Notice to Tenants. Information and the petition forms are available from the RAP drop-in office at the Housing Assistance Center: 250 Frank H. Ogawa Plaza, 6th Floor, Oakland and at:  
<http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment>.
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- ◆ The owner \_\_\_ is \_\_\_ is not permitted to set the initial rent on this unit without limitations (such as pursuant to the Costa-Hawkins Act). If the owner is not permitted to set the initial rent without limitation, the rent in effect when the prior tenant vacated was \_\_\_\_\_.

TENANTS SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS NOT permitted in Unit466 24th Street, # 5 the unit you intend to rent.
- Smoking (circle one) IS NOT permitted in other units of your building.
- There (circle one) IS NOT a designated outdoor smoking area. It is located at \_\_\_\_\_.

I received a copy of this notice on Sarah Infante  
Subscribed 1/2/17

B-1

# CITY OF OAKLAND

250 Frank Ogawa Plaza, Suite 5313, Oakland, CA 94612-2034

TEL (510) 238-3721

Department of Housing and Community Development  
Adjustment Program

FAX (510) 238-6181  
CA Relay Service 711

Rent

## NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

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- The owner is not permitted to set the initial rent on this unit without limitations (such as pursuant to the Costa-Hawkins Act). If the owner is not permitted to set the initial rent without limitation, the rent in effect when the prior tenant vacated was .

## TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or ~~IS NOT~~ permitted in Unit , the unit you intend to rent.
- Smoking (circle one) IS or ~~IS NOT~~ permitted in other units of your building. (If both smoking and non-smoking units exist in tenant's building, attach a list of units in which smoking is permitted.)
- There (circle one) IS or ~~IS NOT~~ a designated outdoor smoking area. It is located at .

8-2

I received a copy of this notice on

6/15/2021   
Adobe Reader (June 16, 2021 15:51 P07)

此份屋崙(奧克蘭)市租客權利通知書附有中文版本。請致電(510) 238-3721 索取副本。

La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.

## CIUDAD DE OAKLAND

250 Frank Ogawa Plaza, Suite 5313, OAKLAND, CA 94612-2034 Departamento de Desarrollo Comunitario y Vivienda

Programa de Ajustes en el Alquiler TEL.(510) 238-3721 FAX (510) 238-6181

CA Relay 711

### AVISO A LOS INQUILINOS DEL PROGRAMA DE AJUSTES EN EL ALQUILER RESIDENCIAL

- Oakland tiene un Programa de Ajustes en el Alquiler (Rent Adjustment Program, RAP) que limita los aumentos en el alquiler (Capítulo 8.22 del Código Municipal de Oakland) y cubre a la mayoría de las unidades residenciales en alquiler construidas antes de 1983. Para más información sobre las viviendas cubiertas, contacte a la oficina del RAP.
- A partir del 1º de febrero de 2017, un propietario debe presentar una petición ante el RAP para todo aumento en el alquiler que sea mayor que el aumento general anual en el alquiler (“aumento CPI”) o permitido que los aumentos en el alquiler sean “invertidos”. Estos incluyen mejoras de capital y aumentos en los gastos operativos. En lo que respecta a este tipo de aumentos, el propietario puede aumentar su alquiler sólo después de que un funcionario de audiencia haya autorizado el incremento. Ningún aumento anual en el alquiler podrá exceder el 10%. Usted tiene derecho a disputar el aumento en el alquiler propuesto respondiendo a la petición del propietario. No es indispensable que usted presente su propia petición.
- **Cómo disputar un aumento en el alquiler:** Puede presentar una petición ante el RAP para disputar aumentos ilícitos en el alquiler o la disminución de servicios en la vivienda. Para disputar el aumento en el alquiler, debe presentar una petición (1) en un plazo de (90) días a partir de la fecha del aviso de aumento en el alquiler si el propietario también proporcionó este Aviso a los Inquilinos con la notificación del aumento en el alquiler; o (2) en un plazo de 120 días a partir de la fecha de recepción del aviso de aumento en el alquiler si este Aviso a los Inquilinos no fue entregado con la notificación de aumento en el alquiler. Si el propietario no entregó este Aviso a los Inquilinos al inicio del periodo de arrendamiento, deberá presentar una solicitud en un plazo de (90) días a partir de la fecha en que recibió por primera vez este Aviso a los Inquilinos. Encontrará información y formularios disponibles en la oficina del RAP en el Centro de Asistencia de Vivienda: 250 Frank H. Ogawa Plaza, 6º Piso, Oakland; también puede visitar: <http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment>.
- Si usted disputa un aumento en el alquiler, debe pagar su alquiler con el aumento disputado hasta que presente la petición. Si el aumento es aprobado y usted no lo pagó, adeudará la suma del incremento retroactivo a la fecha de inicio de vigencia del aumento.
- Oakland tiene controles de desalojo (Ordenanza de Desalojo por Causa Justa y Reglamentos, O.M.C. 8.22) que limitan los motivos de desalojo en las viviendas cubiertas. Para más información contacte la oficina RAP.
- Oakland les cobra a los propietarios una Tarifa de Servicio del Programa de Alquiler (Rent Program Service Fee) por vivienda al año. Si la tarifa se paga a tiempo, el propietario tiene derecho a cobrar la mitad del costo de esta tarifa al inquilino. No se requiere que los inquilinos de viviendas subsidiadas paguen la porción del inquilino de la tarifa.
- Oakland posee una Ordenanza de Protección al Inquilino (Tenant Protection Ordinance, TPO) para impedir el comportamiento abusivo por parte de propietarios y para ofrecerles a los inquilinos recursos legales en instancias donde han sido víctimas de comportamiento abusivo por parte de propietarios (O.M.C. 8.22.600). (Ordenanza del Concejo Municipal No. 13265 C.M.S.)

# 7

CITY OF OAKLAND



P.O. BOX 70243, OAKLAND, CA 94612-2043  
Department of Housing and Community Development  
Rent Adjustment Program

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

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- ◆ Oakland has a Rent Adjustment Program ("RAP") that limits rent increase (Chapter 8.22 of the Oakland Municipal Code) and covers most residential rental units built before 1983. For more information on which units are covered, contact the RAP office.
- ◆ Starting on February 1, 2017, an owner must petition the RAP for any rent increase that is more than the ascs. These include capital improvements and operating expense increases. For these types of rent increases, the owner may raise your rent only after a hearing officer has approved the increase. No annual rent increase may exceed 10%. You have a right to contest the proposed rent increase by responding to the owner's petition. You do not have to file your own petition.
- ◆ Contesting a Rent Increase: You can file a petition with the RAP to contest unlawful rent increases or decreased housing services. To contest a rent increase, you must file a petition (1) within ninety (90) days of the notice of rent increase if the owner also provided this Notice to Tenants with the notice of rent increase; or (2) within 120 days of the notice of rent increase if this Notice to Tenants was not given with the notice of rent increase. If the owner did not give this Notice to Tenants at the beginning of your tenancy, you must file a petition within ninety (90) days of first receiving this Notice to Tenants. Information and the petition forms are available from the RAP drop-in office at the Housing Assistance Center: 250 Frank H. Ogawa Plaza, 6th Floor, Oakland and at: <http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment>.
- ◆ If you contest a rent increase, you must pay your rent with the contested increase until you file a petition. If the increase is approved and you did not pay the increase, you will owe the amount of the increase retroactive to the effective date of increase.
- ◆ Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22) which limit the grounds for evictions in covered units. For more information contact the RAP office.
- ◆ Oakland charges owners a Rent Program Service Fee per unit per year. If the fee is paid on time, the owner is entitled to get half of the fee from you. Tenants in subsidized units are not required to pay the tenant portion of the fee.
- ◆ Oakland has a Tenant Protection Ordinance ("TPO") to deter harassing behaviors by landlords and to give tenants legal recourse in instances where they are subjected to harassing behavior by landlords (O.M.C. 8.22.600). (City Council Ordinance No. 13265 C.M.S.)
- ◆ The owner \_\_\_ is \_\_\_ is not permitted to set the initial rent on this unit without limitations (such as pursuant to the Costa-Hawkins Act). If the owner is not permitted to set the initial rent without limitation, the rent in effect when the prior tenant vacated was \_\_\_\_\_.

TENANTS SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS NOT permitted in Unit466 24th Street, 7 the unit you intend to rent.
- Smoking (circle one) IS NOT permitted in other units of your building.
- There (circle one) IS NOT a designated outdoor smoking area. It is located at \_\_\_\_\_.

I received a copy of this notice on \_\_\_\_\_

*Chen Yang*

08/14/2020



Apartment 8

CITY OF OAKLAND



P.O. BOX 70243, OAKLAND, CA 94612-2043  
Department of Housing and Community Development  
Rent Adjustment Program

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

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- ♦ The owner \_\_\_\_\_ is \_\_\_\_\_ is not permitted to set the initial rent on this unit without limitations (such as pursuant to the Costa-Hawkins Act). If the owner is not permitted to set the initial rent without limitation, the rent in effect when the prior tenant vacated was \_\_\_\_\_.

TENANTS SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS NOT permitted in Unit466 24th Street, 8 the unit you intend to rent.
- Smoking (circle one) IS NOT permitted in other units of your building.
- There (circle one) IS NOT a designated outdoor smoking area. It is located at \_\_\_\_\_.

I received a copy of this notice on SIGNATURES: Via Novella Jones

#9

CITY OF OAKLAND



P.O. BOX 70243, OAKLAND, CA 94612-2043
Department of Housing and Community Development
Rent Adjustment Program

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

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland has a Rent Adjustment Program ("RAP") that limits rent increases...
Starting on February 1, 2017, an owner must petition the RAP for any rent increase...
Contesting a Rent Increase: You can file a petition with the RAP to contest unlawful rent increases...
If you contest a rent increase, you must pay your rent with the contested increase until you file a petition...
Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22)...
Oakland charges owners a Rent Program Service Fee per unit per year...
Oakland has a Tenant Protection Ordinance ("TPO") to deter harassing behaviors by landlords...
The owner [X] is [ ] is not permitted to set the initial rent on this unit without limitations...

TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit #9, the unit you intend to rent.
Smoking (circle one) IS or IS NOT permitted in other units of your building.
There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at 466 24th St.#9.

I received a copy of this notice on 9/24/2019 (Date) Sally Lee (Tenant's signature)

此份屋寄(奧克蘭)市租客權利通知書附有中文版本。請致電(510) 238-3721 索取副本。
La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.

# CITY OF OAKLAND

250 Frank Ogawa Plaza, Suite 5313, Oakland, CA 94612-2034

TEL (510) 238-3721

Department of Housing and Community Development  
Adjustment Program

FAX (510) 238-6181  
CA Relay Service 711

Rent

## NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

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improvements and operating expense increases. For these types of rent increases, the owner may raise your rent only after a hearing officer has approved the increase. No annual rent increase may exceed 10%. You have a right to contest the proposed rent increase by responding to the owner's petition. You do not have to file your own petition.

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- If you contest a rent increase, you must pay your rent with the contested increase until you file a petition. If the increase is approved and you did not pay the increase, you will owe the amount of the increase retroactive to the effective date of increase.
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- The owner is not permitted to set the initial rent on this unit without limitations (such as pursuant to the Costa-Hawkins Act). If the owner is not permitted to set the initial rent without limitation, the rent in effect when the prior tenant vacated was .

## TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit , the unit you intend to rent.
- Smoking (circle one) IS or IS NOT permitted in other units of your building. (If both smoking and non-smoking units exist in tenant's building, attach a list of units in which smoking is permitted.)
- There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at .

10-2

I received a copy of this notice on

2/8/2021 Nawarata Mohanty  
Notary Public, State of California, No. 1722751

此份屋崙(奧克蘭)市租客權利通知書附有中文版本。請致電(510) 238-3721 索取副本。

La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.

## CIUDAD DE OAKLAND

250 Frank Ogawa Plaza, Suite 5313, OAKLAND, CA 94612-2034 Departamento de Desarrollo Comunitario y Vivienda

Programa de Ajustes en el Alquiler TEL.(510) 238-3721 FAX (510) 238-6181

CA Relay 711

### AVISO A LOS INQUILINOS DEL PROGRAMA DE AJUSTES EN EL ALQUILER RESIDENCIAL

- Oakland tiene un Programa de Ajustes en el Alquiler (Rent Adjustment Program, RAP) que limita los aumentos en el alquiler (Capítulo 8.22 del Código Municipal de Oakland) y cubre a la mayoría de las unidades residenciales en alquiler construidas antes de 1983. Para más información sobre las viviendas cubiertas, contacte a la oficina del RAP.
- A partir del 1º de febrero de 2017, un propietario debe presentar una petición ante el RAP para todo aumento en el alquiler que sea mayor que el aumento general anual en el alquiler ("aumento CPT") o permitido que los aumentos en el alquiler sean "invertidos". Estos incluyen mejoras de capital y aumentos en los gastos operativos. En lo que respecta a este tipo de aumentos, el propietario puede aumentar su alquiler sólo después de que un funcionario de audiencia haya autorizado el incremento. Ningún aumento anual en el alquiler podrá exceder el 10%. Usted tiene derecho a disputar el aumento en el alquiler propuesto respondiendo a la petición del propietario. No es indispensable que usted presente su propia petición.
- **Cómo disputar un aumento en el alquiler:** Puede presentar una petición ante el RAP para disputar aumentos ilícitos en el alquiler o la disminución de servicios en la vivienda. Para disputar el aumento en el alquiler, debe presentar una petición (1) en un plazo de (90) días a partir de la fecha del aviso de aumento en el alquiler si el propietario también proporcionó este Aviso a los Inquilinos con la notificación del aumento en el alquiler; o (2) en un plazo de 120 días a partir de la fecha de recepción del aviso de aumento en el alquiler si este Aviso a los Inquilinos no fue entregado con la notificación de aumento en el alquiler. Si el propietario no entregó este Aviso a los Inquilinos al inicio del periodo de arrendamiento, deberá presentar una solicitud en un plazo de (90) días a partir de la fecha en que recibió por primera vez este Aviso a los Inquilinos. Encontrará información y formularios disponibles en la oficina del RAP en el Centro de Asistencia de Vivienda: 250 Frank H. Ogawa Plaza, 6º Piso, Oakland; también puede visitar: <http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment>.
- Si usted disputa un aumento en el alquiler, debe pagar su alquiler con el aumento disputado hasta que presente la petición. Si el aumento es aprobado y usted no lo pagó, adeudará la suma del incremento retroactivo a la fecha de inicio de vigencia del aumento.
- Oakland tiene controles de desalojo (Ordenanza de Desalojo por Causa Justa y Reglamentos, O.M.C. 8.22) que limitan los motivos de desalojo en las viviendas cubiertas. Para más información contacte la oficina RAP.
- Oakland les cobra a los propietarios una Tarifa de Servicio del Programa de Alquiler (Rent Program Service Fee) por vivienda al año. Si la tarifa se paga a tiempo, el propietario tiene derecho a cobrar la mitad del costo de esta tarifa al inquilino. No se requiere que los inquilinos de viviendas subsidiadas paguen la porción del inquilino de la tarifa.
- Oakland posee una Ordenanza de Protección al Inquilino (Tenant Protection Ordinance, TPO) para impedir el comportamiento abusivo por parte de propietarios y para ofrecerles a los inquilinos recursos legales en instancias donde han sido víctimas de comportamiento abusivo por parte de propietarios (O.M.C. 8.22.600). (Ordenanza del Concejo Municipal No. 13265 C.M.S.)

# 11

CITY OF OAKLAND



P.O. BOX 70243, OAKLAND, CA 94612-2043
Department of Housing and Community Development
Rent Adjustment Program

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

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Contesting a Rent Increase: You can file a petition with the RAP to contest unlawful rent increases...
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Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22)...
Oakland charges owners a Rent Program Service Fee per unit per year...
Oakland has a Tenant Protection Ordinance ("TPO") to deter harassing behaviors by landlords...
The owner [X] is [ ] is not permitted to set the initial rent on this unit without limitations...

TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit 111, the unit you intend to rent.
Smoking (circle one) IS or IS NOT permitted in other units of your building.
There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at 486 24th St.#11

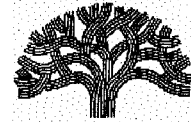
I received a copy of this notice on 9/17/2019 (Date)

Handwritten signature: Charles T. Blue, Jr. (Tenant's signature)

此份屋崙(奧克蘭)市租客權利通知書附有中文版本。請致電(510) 238-3721 索取副本。
La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.

#12

CITY OF OAKLAND  
**RECEIVED**



250 Frank Ogawa Plaza, Suite 5313, Oakland, CA 94612-2034  
Department of Housing and Community Development  
Rent Adjustment Program

OCT 25 2022

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

OAKLAND RENT  
ADJUSTMENT PROGRAM CA Relay Service 711

**NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM**

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**TENANTS’ SMOKING POLICY DISCLOSURE**

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- Smoking (circle one) IS or IS NOT permitted in other units of your building. (If both smoking and non-smoking units exist in tenant’s building, attach a list of units in which smoking is permitted.)
- There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at \_\_\_\_\_.

I received a copy of this notice on 02 / 22 / 2022  
(Date)

*Ke Gold*  
(Tenant’s signature)

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# CITY OF OAKLAND

250 Frank Ogawa Plaza, Suite 5313, Oakland, CA 94612-2034

TEL (510) 238-3721

Department of Housing and Community Development  
Adjustment Program

FAX (510) 238-6181  
CA Relay Service 711

Rent

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- There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at .

14-2

I received a copy of this notice on

9/28/2021 *Antonio Murray*

此份屋崙(奧克蘭)市租客權利通知書附有中文版本。請致電(510) 238-3721 索取副本。

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## CIUDAD DE OAKLAND

250 Frank Ogawa Plaza, Suite 5313, OAKLAND, CA 94612-2034 Departamento de Desarrollo Comunitario y Vivienda

Programa de Ajustes en el Alquiler TEL.(510) 238-3721 FAX (510) 238-6181

CA Relay 711

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- Oakland tiene controles de desalojo (Ordenanza de Desalojo por Causa Justa y Reglamentos, O.M.C. 8.22) que limitan los motivos de desalojo en las viviendas cubiertas. Para más información contacte la oficina RAP.
- Oakland les cobra a los propietarios una Tarifa de Servicio del Programa de Alquiler (Rent Program Service Fee) por vivienda al año. Si la tarifa se paga a tiempo, el propietario tiene derecho a cobrar la mitad del costo de esta tarifa al inquilino. No se requiere que los inquilinos de viviendas subsidiadas paguen la porción del inquilino de la tarifa.
- Oakland posee una Ordenanza de Protección al Inquilino (Tenant Protection Ordinance, TPO) para impedir el comportamiento abusivo por parte de propietarios y para ofrecerles a los inquilinos recursos legales en instancias donde han sido víctimas de comportamiento abusivo por parte de propietarios (O.M.C. 8.22.600). (Ordenanza del Concejo Municipal No. 13265 C.M.S.)



#15

CITY OF OAKLAND



P.O. BOX 70243, OAKLAND, CA 94612-2043
Department of Housing and Community Development
Rent Adjustment Program

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

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland has a Rent Adjustment Program ("RAP") that limits rent increase...
Starting on February 1, 2017, an owner must petition the RAP for any rent increase...
Contesting a Rent Increase: You can file a petition with the RAP to contest unlawful rent increases...
If you contest a rent increase, you must pay your rent with the contested increase until you file a petition...
Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22)...
Oakland charges owners a Rent Program Service Fee per unit per year...
Oakland has a Tenant Protection Ordinance ("TPO") to deter harassing behaviors by landlords...
The owner \_\_\_ is \_\_\_ is not permitted to set the initial rent on this unit without limitations...

TENANTS SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS NOT permitted in Unit 466 24th Street, 15 the unit you intend to rent.
Smoking (circle one) IS NOT permitted in other units of your building.
There (circle one) IS NOT a designated outdoor smoking area. It is located at \_\_\_\_\_

I received a copy of this notice on SIGNATURES: \_\_\_\_\_

# 16

# CITY OF OAKLAND

250 Frank Ogawa Plaza, Suite 5313, Oakland, CA 94612-2034

TEL (510) 238-3721

Department of Housing and Community Development  
Adjustment Program

FAX (510) 238-6181  
CA Relay Service 711

Rent

## NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland has a Rent Adjustment Program ("RAP") that limits rent increases (Chapter 8.22 of the Oakland Municipal Code) and covers most residential rental units built before 1983. For more information on which units are covered, contact the RAP office.
- Starting on February 1, 2017, an owner must petition the RAP for any rent increase that is more than the annual general rent increase ("CPI increase") or allowed "banked" rent increases. These include capital

improvements and operating expense increases. For these types of rent increases, the owner may raise your rent only after a hearing officer has approved the increase. No annual rent increase may exceed 10%. You have a right to contest the proposed rent increase by responding to the owner's petition. You do not have to file your own petition.

- **Contesting a Rent Increase:** You can file a petition with the RAP to contest unlawful rent increases or decreased housing services. To contest a rent increase, you must file a petition (1) within ninety (90) days of the notice of rent increase if the owner also provided this Notice to Tenants with the notice of rent increase; or (2) within 120 days of the notice of rent increase if this Notice to Tenants was not given with the notice of rent increase. If the owner did not give this Notice to Tenants at the beginning of your tenancy, you must file a petition within ninety (90) days of first receiving this Notice to Tenants. Information and the petition forms are available from the RAP drop-in office at the Housing Assistance Center: 250 Frank H. Ogawa Plaza, 6th Floor, Oakland and at: <http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment>.
- If you contest a rent increase, you must pay your rent with the contested increase until you file a petition. If the increase is approved and you did not pay the increase, you will owe the amount of the increase retroactive to the effective date of increase.
- Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22) which limit the grounds for evictions in covered units. For more information contact the RAP office.
- Oakland charges owners a Rent Program Service Fee per unit per year. If the fee is paid on time, the owner is entitled to get half of the fee from you. Tenants in subsidized units are not required to pay the tenant portion of the fee.
- Oakland has a Tenant Protection Ordinance ("TPO") to deter harassing behaviors by landlords and to give tenants legal recourse in instances where they are subjected to harassing behavior by landlords (O.M.C. 8.22.600). (City Council Ordinance No. 13265 C.M.S.)
- The owner is not permitted to set the initial rent on this unit without limitations (such as pursuant to the Costa-Hawkins Act). If the owner is not permitted to set the initial rent without limitation, the rent in effect when the prior tenant vacated was .

## TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit , the unit you intend to rent.
- Smoking (circle one) IS or IS NOT permitted in other units of your building. (If both smoking and non-smoking units exist in tenant's building, attach a list of units in which smoking is permitted.)
- There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at .

#16-2  
I received a copy of this notice on

8/2/2021   
Christopher Norman (Reg 2, 2011 1139 P01)

此份屋崙 (奧克蘭) 市租客權利通知書附有中文版本。請致電 (510) 238-3721 索取副本。  
La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.

## CIUDAD DE OAKLAND

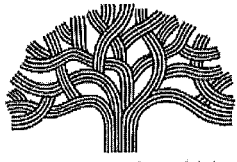
250 Frank Ogawa Plaza, Suite 5313, OAKLAND, CA 94612-2034 Departamento de Desarrollo Comunitario y Vivienda

Programa de Ajustes en el Alquiler TEL.(510) 238-3721 FAX (510) 238-6181

CA Relay 711

### AVISO A LOS INQUILINOS DEL PROGRAMA DE AJUSTES EN EL ALQUILER RESIDENCIAL

- Oakland tiene un Programa de Ajustes en el Alquiler (Rent Adjustment Program, RAP) que limita los aumentos en el alquiler (Capítulo 8.22 del Código Municipal de Oakland) y cubre a la mayoría de las unidades residenciales en alquiler construidas antes de 1983. Para más información sobre las viviendas cubiertas, contacte a la oficina del RAP.
- A partir del 1º de febrero de 2017, un propietario debe presentar una petición ante el RAP para todo aumento en el alquiler que sea mayor que el aumento general anual en el alquiler ("aumento CPI") o permitido que los aumentos en el alquiler sean "invertidos". Estos incluyen mejoras de capital y aumentos en los gastos operativos. En lo que respecta a este tipo de aumentos, el propietario puede aumentar su alquiler sólo después de que un funcionario de audiencia haya autorizado el incremento. Ningún aumento anual en el alquiler podrá exceder el 10%. Usted tiene derecho a disputar el aumento en el alquiler propuesto respondiendo a la petición del propietario. No es indispensable que usted presente su propia petición.
- **Cómo disputar un aumento en el alquiler:** Puede presentar una petición ante el RAP para disputar aumentos ilícitos en el alquiler o la disminución de servicios en la vivienda. Para disputar el aumento en el alquiler, debe presentar una petición (1) en un plazo de (90) días a partir de la fecha del aviso de aumento en el alquiler si el propietario también proporcionó este Aviso a los Inquilinos con la notificación del aumento en el alquiler; o (2) en un plazo de 120 días a partir de la fecha de recepción del aviso de aumento en el alquiler si este Aviso a los Inquilinos no fue entregado con la notificación de aumento en el alquiler. Si el propietario no entregó este Aviso a los Inquilinos al inicio del periodo de arrendamiento, deberá presentar una solicitud en un plazo de (90) días a partir de la fecha en que recibió por primera vez este Aviso a los Inquilinos. Encontrará información y formularios disponibles en la oficina del RAP en el Centro de Asistencia de Vivienda: 250 Frank H. Ogawa Plaza, 6º Piso, Oakland; también puede visitar: <http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment>.
- Si usted disputa un aumento en el alquiler, debe pagar su alquiler con el aumento disputado hasta que presente la petición. Si el aumento es aprobado y usted no lo pagó, adeudará la suma del incremento retroactivo a la fecha de inicio de vigencia del aumento.
- Oakland tiene controles de desalojo (Ordenanza de Desalojo por Causa Justa y Reglamentos, O.M.C. 8.22) que limitan los motivos de desalojo en las viviendas cubiertas. Para más información contacte la oficina RAP.
- Oakland les cobra a los propietarios una Tarifa de Servicio del Programa de Alquiler (Rent Program Service Fee) por vivienda al año. Si la tarifa se paga a tiempo, el propietario tiene derecho a cobrar la mitad del costo de esta tarifa al inquilino. No se requiere que los inquilinos de viviendas subsidiadas paguen la porción del inquilino de la tarifa.
- Oakland posee una Ordenanza de Protección al Inquilino (Tenant Protection Ordinance, TPO) para impedir el comportamiento abusivo por parte de propietarios y para ofrecerles a los inquilinos recursos legales en instancias donde han sido víctimas de comportamiento abusivo por parte de propietarios (O.M.C. 8.22.600). (Ordenanza del Concejo Municipal No. 13265 C.M.S.)



CITY OF OAKLAND

Housing and Community Development Department  
Rent Adjustment Program  
250 Frank Ogawa Plaza, Suite 5313  
Oakland, CA 94612-2034

TEL (510) 238-3721  
FAX (510) 238-6181  
CA Relay 711

## **NOTICE OF REMOTE SETTLEMENT CONFERENCE AND HEARING**

File Name: Bajaj v. Tenants  
Property Address: 466 24th Street , Oakland, CA  
Case Number: L22-0057

**Due to the continued Covid-19 pandemic in our City, and to protect the health and safety of the parties and City of Oakland employees, the Settlement Conference and Hearing will be held remotely, on Zoom, a free application for audio/video conferences.**

The Hearing Officer will conduct a Settlement Conference to attempt to resolve this matter unless the owner is seeking an exemption. If the Settlement Conference is not successful, the Hearing will begin immediately after the Settlement Conference. The Settlement Conference or Hearing (if there is no settlement conference) will begin on:

Date: January 18, 2023  
Time: 10:00 AM  
Place: REMOTELY via Zoom

**You will receive the Zoom invite prior to the hearing date. Please make sure the Analyst assigned to your case has your updated email address to assure timely communication as the Rent Adjustment Program Office remains closed and staff is working remotely. If you do not have an email address, please contact the Analyst by phone to discuss best ways to contact you.**

### **Submitting Evidence**

If you wish to submit other documents in addition to those submitted with the Petition or Response form, you may do so by emailing the documents to the assigned case Analyst and serving a copy of the documents on the other party. Documents must be received not less than seven (7) days prior to the scheduled Settlement Conference and Hearing date and must be submitted together with a proof of service indicating that the documents were served on the other party. There is a proof of service form on the RAP website that you can use for any documents you serve. See Blank Proof of Service Form. Documents submitted later (or without a proof of service) may be excluded from consideration.

We request that all documents you submit be numbered sequentially, but submissions of more than 15 pages must be numbered. Please black out all sensitive information, such as bank or credit card

**000268**

account numbers and Social Security numbers. The Hearing Officer can also use the official records of the City of Oakland and Alameda County Tax Assessor as evidence if provided by the parties for consideration. If you do not have access to email, the documents may be submitted to the case Analyst by mail.

### **Request to Change Date**

A request for a change in the date or time of the Settlement Conference and Hearing (“continuance”) must be made on a form provided by the Rent Adjustment Program, which can be found at the Rent Adjustment Program website: Request for Continuance. A continuance will be granted only for good cause and the Hearing Officer will issue an Order granting or denying the continuance.

### **Hearing Record**

The Rent Adjustment Program makes an audio recording of the Hearing. Either party may bring a court reporter to record the hearing at their own expense. The Settlement Conference is not recorded. If a settlement is reached, the Hearing Officer will draft a Settlement Agreement to be signed by the parties.

### **Representatives**

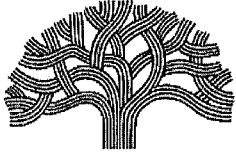
Any party to a Hearing may designate a representative in writing prior to the Settlement Conference or on the record at the Hearing.

### **Interpreter**

The Hearing must be conducted in English. The Rent Adjustment Program will provide interpreters if it is requested on the petition or response forms or in writing in advance of the Hearing. Any party may also bring a person to the Hearing to interpret for them. The interpreter will be required to take an oath that they are fluent in both English and the relevant other language and they will fully interpret the proceeding to the best of their ability.

### **Failure to Appear for Hearing**

If the petitioner fails to appear at the Hearing as scheduled, the Hearing Officer may either conduct the Hearing and render a decision without the petitioner’s participation or dismiss the petition. If the respondent fails to appear at the Hearing as scheduled, the Hearing Officer may either issue an administrative decision without a Hearing or conduct the Hearing and render a decision without the respondent’s participation.



CITY OF OAKLAND

Housing and Community Development Department  
Rent Adjustment Program  
250 Frank Ogawa Plaza, Suite 5313  
Oakland, CA 94612-2034

TEL (510) 238-3721  
FAX (510) 238-6181  
CA Relay 711

**November 21, 2022**

**Petitioner**

Owner  
Anita Bajaj, Pacific Finance & Economics Consulting Inc.  
466 24th Street  
Oakland, CA 94612

**Respondent**

Tenant  
Sarah Infranco  
466 24th Street Unit 5  
Oakland, CA

**Respondent**

Tenant  
Christopher Norman  
466 24th Street Unit 16  
Oakland, CA

**Respondent**

Tenant  
Ricky Carter  
466 24th Street Unit 15  
Oakland, CA

**Respondent**

Tenant  
Antonio Munoz  
466 24th Street Unit 14  
Oakland, CA

**Respondent**

Tenant  
Kevin Goldson

000270

466 24th Street Unit 12  
Oakland, CA

**Respondent**

Tenant  
Charles Blue Jr.  
466 24th Street Unit 11  
Oakland, CA

**Respondent**

Tenant  
Namrata Mohanty  
466 24th Street Unit 10  
Oakland, CA

**Respondent**

Tenant  
Sally Lee  
466 24th Street Unit 9  
Oakland, CA

**Respondent**

Tenant  
Nia Jones  
466 24th Street Unit 8  
Oakland, CA

**Respondent**

Tenant  
Chao Tsung Yang  
466 24th Street Unit 7  
Oakland, CA

**Respondent**

Tenant  
Jacob Barkow  
466 24th Street Unit 6  
Oakland, CA

**Respondent**

Tenant  
Yuri & Priscilla Reis  
466 24th Street Unit 4  
Oakland, CA

**Respondent**

Tenant  
Ishmail Salaam  
466 24th Street Unit 3  
Oakland, CA

**Respondent**

Tenant  
Denise Jones  
466 24th Street Unit 2  
Oakland, CA

**Respondent**

Tenant  
Daniel Lipson  
466 24th Street Unit 1  
Oakland, CA

**Respondent**

Tenant  
Chizuru Tsuga  
466 24th Street Unit 1  
Oakland, CA

Dear Parties:

The Rent Adjustment Program has received a Petition filed by the **Petitioner** listed above. The Proof of Service attached to the Petition states that the Petition was served on the **Respondent(s)** listed above. If you are a Respondent, and you did not receive the Petition, please contact the analyst (listed below).

As instructed on the Petition, the Respondent(s) have 30 days from the date of service (if served personally) and 35 days (if served by mail) to file a Response to the Petition. To file a Response the Respondent(s) must serve a Response on the Petitioner and file the Response with a Proof of Service with the Rent Adjustment Program. The Tenant Response forms can be found at: <https://www.oaklandca.gov/services/respond-to-an-owner-petition-for-the-rent-adjustment-program> and the Property Owner response forms can be found at: <https://www.oaklandca.gov/services/respond-to-a-tenant-petition-for-the-rent-adjustment-program> and contain additional filing instructions. If you do not file a timely Response, the Petition may be granted without a Hearing, or if a Hearing does occur, you may not be permitted to produce testimony or evidence.

**The case has been assigned Case No. L22-0057**

**The case title is Bajaj v. Tenants**

**The analyst assigned to your case is , who can be contacted either by telephone at or by email**

000272



at .

Please note that you are required to serve a copy of any documents filed with the Rent Adjustment Program on the other party. You must file a Proof of Service with the Rent Adjustment Program together with the document(s) being filed indicating that the document(s) have been served. Property Owner Petitions that include more than 25 pages of attachments with the petition are exempt from this requirement, and the owner may choose to not serve all tenants with those attachments. If the Owner Petition indicates that additional documents exist that are not being served pursuant to this exception, a tenant may request a copy of the documents in their Tenant Response form or view the documents by scheduling a file review with RAP. If the Tenant Response form indicates that the tenant wishes to receive copies of all attachments, the owner must provide them within 10 days.

All documents filed by either party are available for review at the Rent Adjustment Program Office **by appointment only**. If you wish to review the case file, call (510) 238-3721 to schedule an appointment.

If you have questions or need additional information, please contact your assigned analyst.

Thank you.

Rent Adjustment Program

000273

**PROOF OF SERVICE**  
**Case Number L22-0057**

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 documents listed below by placing a true copy 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:**

**Documents Included**

Notice of Remote Settlement Conference Hearing  
Notice to Parties  
Copy of Landlord Petition  
Tenant Response Forms

**Owner**

Anita Bajaj, Pacific Finance & Economics Consulting Inc.  
466 24th Street  
Oakland, CA 94612

**Tenant**

Antonio Munoz  
466 24th Street Unit 14  
Oakland, CA

**Tenant**

Chao Tsung Yang  
466 24th Street Unit 7  
Oakland, CA

**Tenant**

Charles Blue Jr.  
466 24th Street Unit 11  
Oakland, CA

**Tenant**

Chizuru Tsuga  
466 24th Street Unit 1  
Oakland, CA

**Tenant**

Christopher Norman  
466 24th Street Unit 16  
Oakland, CA

**Tenant**

Daniel Lipson  
466 24th Street Unit 1  
Oakland, CA

**Tenant**

Denise Jones  
466 24th Street Unit 2  
Oakland, CA

**Tenant**

Ishmail Salaam  
466 24th Street Unit 3  
Oakland, CA

**Tenant**

Jacob Barkow  
466 24th Street Unit 6  
Oakland, CA

**Tenant**

Kevin Goldson  
466 24th Street Unit 12  
Oakland, CA

**Tenant**

Namrata Mohanty  
466 24th Street Unit 10  
Oakland, CA

**Tenant**

Nia Jones  
466 24th Street Unit 8  
Oakland, CA

**Tenant**

Ricky Carter  
466 24th Street Unit 15  
Oakland, CA

**Tenant**

Sally Lee  
466 24th Street Unit 9  
Oakland, CA

**Tenant**

Sarah Infranco  
466 24th Street Unit 5  
Oakland, CA

**Tenant**

Yuri & Priscilla Reis  
466 24th Street Unit 4  
Oakland, CA

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.

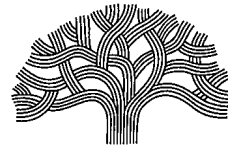
I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **November 21, 2022** in Oakland, CA.

*Deborah Griffin*

---

Deborah Griffin

Oakland Rent Adjustment Program



Housing and Community Development Department  
Rent Adjustment Program

TEL (510) 238-3721  
FAX (510) 238-6181  
CA Relay Service 711

**NOTICE OF DOCUMENTATION IN EXCESS OF 25 PAGES**

**CASE NUMBER:** L22-0057  
**CASE NAME:** Bajaj v. Tenants  
**PROPERTY ADDRESS:** 466 24th Street

The Rent Adjustment Program (hereinafter "RAP") received a *Property Owner Petition for a Rent Increase/Property Owner Petition for a Certificate of Exemption* from your Landlord on October 25, 2022.

Oakland Municipal Code Section 8.22.090(B)(1)(f) states:

Supporting documents that exceed twenty-five (25) pages are exempt from the service requirement, provided that: (1) the owner petition form must be served by first-class mail or in person; (2) the petition or attachment to the petition must indicate that additional documents are or will be available at the Rent Adjustment Program; and (3) the owner must provide a paper copy of supporting documents to the tenant or the tenant's representative within ten (10) days if a tenant requests a paper copy in the tenant's response.

Please advise the Rent Adjustment Program of the status of your request for the documentation the Owner intends to have considered as part of their petition, and whether or not you have received the documentation as required by completing and returning the enclosed page.

You have 15 days from the date of the mailing of this letter to respond. If you do not do so, the petition may proceed to a hearing, and those documents may be considered by the Hearing Officer.

If you have any questions or concerns, consult RAP by email or phone. The email address is [hearingsunit@oakalndca.gov](mailto:hearingsunit@oakalndca.gov), and the telephone number is 510-238-3721.

Dated: December 21, 2022

City of Oakland  
Rent Adjustment Program

Case Number \_\_\_\_\_  
Tenant Name: \_\_\_\_\_  
Tenant Address: \_\_\_\_\_

**REQUEST FOR SUPPORTING DOCUMENTATION**

Status	
I did not request the supporting documentation.	
I have requested and received the supporting documentation	
I have requested and <b>did not</b> receive the supporting documentation	
I am requesting the supporting documentation. If checked, I will mail/email a copy of this request to the Owner with a proof of service and provide a copy to RAP	

I declare under penalty of perjury pursuant to the laws of the State of California that my statement in the Request for Supporting Documentation is true.

Tenant's Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

**PROOF OF SERVICE**  
**Case Number: L22-0057**  
**Case Name: Bajaj v. Tenants**

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 documents listed below by placing a true copy in a City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Oakland, California, addressed to:**

**Documents Included**

Notice of Documentation in Excess of 25 Pages

**Tenant**

Antonio Munoz  
466 24th Street Unit 14  
Oakland, CA

**Tenant**

Chao Tsung Yang  
466 24th Street Unit 7  
Oakland, CA

**Tenant**

Charles Blue Jr.  
466 24th Street Unit 11  
Oakland, CA

**Tenant**

Chizuru Tsuga  
466 24th Street Unit 1  
Oakland, CA

**Tenant**

Christopher Norman  
466 24th Street Unit 16  
Oakland, CA

**Tenant**

Daniel Lipson  
466 24th Street Unit 1  
Oakland, CA

**Tenant**

Denise Jones  
466 24th Street Unit 2  
Oakland, CA

**Tenant**

Ishmail Salaam  
466 24th Street Unit 3  
Oakland, CA

**Tenant**

Jacob Barkow  
466 24th Street Unit 6  
Oakland, CA

**Tenant**

Kevin Goldson  
466 24th Street Unit 12  
Oakland, CA

**Tenant**

Namrata Mohanty  
466 24th Street Unit 10  
Oakland, CA

**Tenant**

Nia Jones  
466 24th Street Unit 8  
Oakland, CA

**Tenant**

Ricky Carter  
466 24th Street Unit 15  
Oakland, CA

**Tenant**

Sally Lee  
466 24th Street Unit 9  
Oakland, CA

**Tenant**

Sarah Infranco  
466 24th Street Unit 5  
Oakland, CA

**Tenant**

Yuri & Priscilla Reis  
466 24th Street Unit 4  
Oakland, CA

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

**000280**



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 **December 22, 2022** in Oakland, California.

*Brittini Lothlen*  
Brittini Lothlen  
Oakland Rent Adjustment Program

Zoom Link

Rent Adjustment Program - Hearings is inviting you to a scheduled Zoom meeting.

Topic: L22-0057 Bajaj v. Tenants

Time: Jan 18, 2023 10:00 AM Pacific Time (US and Canada)

<https://us02web.zoom.us/j/85017731321?pwd=RSStsTTBwSmxvR3FmQmNoNXVxdk1Xdz09>

Meeting ID: 850 1773 1321

Passcode: 283822

One tap mobile

+16699009128,,85017731321#,,,,\*283822# US (San Jose)

+16694449171,,85017731321#,,,,\*283822# US

Dial by your location

+1 669 900 9128 US (San Jose)

+1 669 444 9171 US

+1 719 359 4580 US

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 386 347 5053 US

+1 507 473 4847 US

+1 564 217 2000 US

+1 646 558 8656 US (New York)

+1 646 931 3860 US

+1 689 278 1000 US

+1 301 715 8592 US (Washington DC)

+1 305 224 1968 US

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 360 209 5623 US

Meeting ID: 850 1773 1321

Passcode: 283822

Find your local number: <https://us02web.zoom.us/u/kdpbxiiato>

**PROOF OF SERVICE**  
**Case Number: L22-0057**  
**Case Name: Bajaj v. Tenants**

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 documents listed below by placing a true copy in a City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Oakland, California, addressed to:**

**Documents Included**

Zoom Link

**Owner**

Anita Bajaj, Pacific Finance & Economics Consulting Inc.  
466 24th Street  
Oakland, CA 94612

**Tenant**

Antonio Munoz  
466 24th Street Unit 14  
Oakland, CA

**Tenant**

Chao Tsung Yang  
466 24th Street Unit 7  
Oakland, CA

**Tenant**

Charles Blue Jr.  
466 24th Street Unit 11  
Oakland, CA

**Tenant**

Chizuru Tsuga  
466 24th Street Unit 1  
Oakland, CA

**Tenant**

Christopher Norman  
466 24th Street Unit 16  
Oakland, CA

**Tenant**

Daniel Lipson  
466 24th Street Unit 1  
Oakland, CA

**Tenant**

Denise Jones  
466 24th Street Unit 2  
Oakland, CA

**Tenant**

Ishmail Salaam  
466 24th Street Unit 3  
Oakland, CA

**Tenant**

Jacob Barkow  
466 24th Street Unit 6  
Oakland, CA

**Tenant**

Kevin Goldson  
466 24th Street Unit 12  
Oakland, CA

**Tenant**

Namrata Mohanty  
466 24th Street Unit 10  
Oakland, CA

**Tenant**

Nia Jones  
466 24th Street Unit 8  
Oakland, CA

**Tenant**

Ricky Carter  
466 24th Street Unit 15  
Oakland, CA

**Tenant**

Sally Lee  
466 24th Street Unit 9  
Oakland, CA

**Tenant**

Sarah Infranco  
466 24th Street Unit 5  
Oakland, CA

**Tenant**

Yuri & Priscilla Reis  
466 24th Street Unit 4  
Oakland, CA

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

**000284**

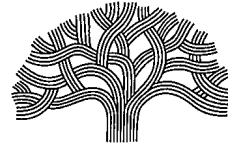
thereon fully prepaid in the ordinary course of business.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.  
Executed on **December 29, 2022** in Oakland, California.

*Brittini Lothlen*

---

Brittini Lothlen  
Oakland Rent Adjustment Program



Housing and Community Development Department  
Rent Adjustment Program

TEL (510) 238-3721  
FAX (510) 238-6181  
CA Relay Service 711

## **DISMISSAL**

**CASE NUMBER:** L22-0057 Bajaj v. Tenants  
**PROPERTY ADDRESS:** 466 24<sup>th</sup> Street, Oakland, CA  
**DATE OF HEARING:** January 18, 2023  
**DATE OF DECISION:** January 18, 2023

## **BACKGROUND**

On November 21, 2022, a Notice of Remote Reman Hearing and Settlement Conference was served by mail to the tenant and the listed owner with proof of service, setting the hearing date for January 18, 2023. The hearing came on regularly on January 18, 2023, at 10:00 a.m., as scheduled without the petitioner's or respondent's appearance.

## **DISMISSAL**

The Hearing Officer waited until 10:10 a.m. for the petitioner to appear. The petitioner did not contact the office or submit a written request for postponement. The Respondent was not present. The Tenant Petition is dismissed because the petitioner failed to appear.

**Right to Appeal:** **This decision is the final decision of the Rent Adjustment Program.** Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within seventeen (17) calendar days of electronic service or twenty (20) days if served by first-class mail. If the last day to file is a weekend or holiday, the appeal may be filed on the next business day. The date and service method are shown on the attached Proof of Service.

Dated: January 18, 2023

---

Élan Consuella Lambert  
Hearing Officer  
Rent Adjustment Program

**PROOF OF SERVICE**  
**Case Number L22-0057**

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 documents listed below by placing a true copy 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:**

**Documents Included**

Dismissal

**Owner**

Anita Bajaj, Pacific Finance & Economics Consulting Inc.  
466 24th Street  
Oakland, CA 94612

Anita Bajaj  
4400 Keller Ave Ste 140-292  
Oakland, CA 94605

**Tenant**

Antonio Munoz  
466 24th Street Unit 14  
Oakland, CA

**Tenant**

Chao Tsung Yang  
466 24th Street Unit 7  
Oakland, CA

**Tenant**

Charles Blue Jr.  
466 24th Street Unit 11  
Oakland, CA

**Tenant**

Chizuru Tsuga  
466 24th Street Unit 1  
Oakland, CA

**Tenant**

Christopher Norman  
466 24th Street Unit 16  
Oakland, CA

**Tenant**

Daniel Lipson  
466 24th Street Unit 1  
Oakland, CA

**000287**

**Tenant**

Denise Jones  
466 24th Street Unit 2  
Oakland, CA

**Tenant**

Ishmail Salaam  
466 24th Street Unit 3  
Oakland, CA

**Tenant**

Jacob Barkow  
466 24th Street Unit 6  
Oakland, CA

**Tenant**

Kevin Goldson  
466 24th Street Unit 12  
Oakland, CA

**Tenant**

Namrata Mohanty  
466 24th Street Unit 10  
Oakland, CA

**Tenant**

Nia Jones  
466 24th Street Unit 8  
Oakland, CA

**Tenant**

Ricky Carter  
466 24th Street Unit 15  
Oakland, CA

**Tenant**

Sally Lee  
466 24th Street Unit 9  
Oakland, CA

**Tenant**

Sarah Infranco  
466 24th Street Unit 5  
Oakland, CA

**Tenant**

Yuri & Priscilla Reis  
466 24th Street Unit 4  
Oakland, CA



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 **January 19, 2023** in Oakland, CA.

*Brittini Lothlen* \_\_\_\_\_

Brittini Lothlen  
Oakland Rent Adjustment Program

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

<b>Appellant's Name</b>		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Pacific Finance & Economics Consulting Inc.			
<b>Property Address (Include Unit Number)</b>			
466 24th st, Oakland, CA 94612			
<b>Appellant's Mailing Address (For receipt of notices)</b>		<b>Case Number</b>	
4400 Keller Ave, Ste 140-292		L22-0057	
Oakland, CA 94605		<b>Date of Decision appealed</b>	
		02/01/2023	
<b>Name of Representative (if any)</b>		<b>Representative's Mailing Address (For notices)</b>	

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

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

For more information phone (510) 238-3721.


1

- 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 must *not* exceed 25 pages from each party, and they must be received by the Rent Adjustment Program with a proof of service on opposing party within 15 days of filing the appeal. Only the first 25 pages of submissions from each party will be considered by the Board, subject to Regulations 8.22.010(A)(5). Please number attached pages consecutively. Number of pages attached: 14.

• You must serve a copy of your appeal on the opposing parties or your appeal may be dismissed. • I declare under penalty of perjury under the laws of the State of California that on February 8, 2023, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<u>Name</u>	Elan Consuella Lambert, Hearings Officer	City of Oakland Rent Adjustment Program
<u>Address</u>	250 Frank H. Ogawa Plaza, Suite 5313	
<u>City, State Zip</u>	Oakland, CA 94612-2034	
<u>Name</u>	Brittini Lothlen	City of Oakland Rent Adjustment Program
<u>Address</u>	250 Frank H. Ogawa Plaza, Suite 5313	
<u>City, State Zip</u>	Oakland, CA 94612-2034	

	<u>2/8/2023</u>
SIGNATURE OF APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

Pacific Finance & Economics Consulting Inc  
4400 Keller Ave, Ste 140-292  
Oakland, CA 94605  
(510)332-2167 [anita@rentineastbay.com](mailto:anita@rentineastbay.com)

January 31, 2023

City Of Oakland  
Housing and Community Development Department RAP  
250 Frank H Ogawa Plaza  
Suite 5313  
Oakland, CA 94612-2034

Case Number: L22-0057 Bajaj v. Tenants  
Property Address: 466 24<sup>th</sup> Street, Oakland, CA

**DETAILED EXPLANATION OF GROUNDS FOR APPEAL**

Please reconsider the dismissal decision on this case based on the fact that I and my colleague, Miguel Almanza, did not receive the Zoom invites to the hearing.

December 12, 2022: I inquired with Mr. Marvin Nettles as to the status of my application. I had inquired earlier as well.

December 29, 2022: Mr. Nettles responded by informing me that the hearing was scheduled on January 18, 2023, and that I should contact the Hearings Unit for further information. He attached the notice to the email. The letter was dated November 21, 2022. I never received this letter prior to this date either by mail or by email.

December 30, 2022: I advised the Hearings Unit that we never received the notice of hearing via mail or email and that the Zoom invite should go to [anita@rentineastbay.com](mailto:anita@rentineastbay.com) and [miguel@rentineastbay.com](mailto:miguel@rentineastbay.com).

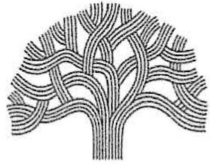
January 18, 2023: I searched everywhere for my Zoom invite, actually forgetting that the Zoom invite was to be emailed to me. Upon realizing that, Miguel and I checked our inboxes, and we could not find the Zoom invite. We also never received any mail advising us of the Zoom link.

We called the RAP office and went through the directory and selected random names hoping to get someone. Alison from the office did return my call and tried to help. In the meantime at 10:02 a.m., I sent an email, asking for assistance, to Hearings Unit and to Mr. Nettles, and Mr. Nettles forwarded the message to the Hearings unit at 10:24 a.m. At 10:14 a.m. I tried to fax also to Hearing Board at 510-238-6181 but the fax could not go through. By the time I received the Zoom invite from the Hearing Unit at 10:27 a.m, the link was no longer valid.

All this course of action was confusing and stressful and did not provide us with a working Zoom link nor was I able to reach anyone to get a working Zoom link. This prevented me and Miguel from being able to participate in the hearing.

We have spent a considerable amount of funds towards seismic improvement. We will greatly appreciate your consideration of rescinding your dismissal decision.





CITY OF OAKLAND

**CITY OF OAKLAND**  
**RENT ADJUSTMENT PROGRAM**  
250 Frank H. Ogawa Plaza, Suite 5313  
Oakland, CA 94612-0243  
(510) 238-3721  
CA Relay Service 711  
[www.oaklandca.gov/RAP](http://www.oaklandca.gov/RAP)

For Rent Adjustment Program date stamp.

### PROOF OF SERVICE

**NOTE: YOU ARE REQUIRED TO SERVE A COPY OF YOUR PETITION OR RESPONSE (PLUS ANY ADDITIONAL DOCUMENTS) ON THE OPPOSING PARTIES.**

- Use this PROOF OF SERVICE form to indicate the date and manner in which service took place, as well as the person(s) served.
- Provide a copy of this PROOF OF SERVICE form to the opposing parties together with the document(s) served.
- File the completed PROOF OF SERVICE form with the Rent Adjustment Program together with the document you are filing and any attachments you are serving.
- Please number sequentially all additional documents provided to the RAP.

**PETITIONS FILED WITHOUT A PROOF OF SERVICE WILL BE CONSIDERED INCOMPLETE AND MAY BE DISMISSED.**

I served a copy of:

APPEAL OF DECISION  
(insert name of document served)  
 And Additional Documents

and (write number of attached pages) 12 attached pages (not counting the Petition or Response served or the Proof of Service) to each opposing party, whose name(s) and address(es) are listed below, by one of the following means (check one):

- a. United States mail. I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- b. 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 listed below.
- c. Personal Service. (1) By Hand Delivery: I personally delivered the document(s) to the person(s) at the address(es) listed below; or (2) I left the document(s) at the address(es) with some person not younger than 18 years of age.

**PERSON(S) SERVED:**

Name	Daniel Lipson & Daniel Quezada
Address	466 24th st Apt 1
City, State, Zip	Oakland, CA 94612

Name	Denise G. Jones
Address	466 24th st Apt 2
City, State, Zip	Oakland, CA 94612

Name	Ishmail C Salaam
Address	466 24th st Apt 3
City, State, Zip	Oakland, CA 94612

Name	Yuri & Priscila Reis
Address	466 24th st Apt 4
City, State, Zip	Oakland, CA 94612

Name	Sarah Infranco
Address	466 24th st Apt 5
City, State, Zip	Oakland, CA 94612

Name	Jacob Barkow
Address	466 24th st Apt 6
City, State, Zip	Oakland, CA 94612

Name	Chao-Tsung Yang
Address	466 24th st Apt 7
City, State, Zip	Oakland, CA 94612

Name	Nia Jones
Address	466 24th st Apt 8
City, State, Zip	Oakland, CA 94612

To serve more than 8 people, copy this page as many times as necessary and insert in your proof of service document. If you are only serving one person, you can use just the first and last page. **SEE BELOW THE SIGNATURE LINE**

Name	Sally Lee
Address	466 24th st Apt 9,
City, State, Zip	Oakland, CA 94612

Name	Namrata Mohanty
Address	466 24th st Apt 10
City, State, Zip	Oakland, CA 94612

Name	Charles Blue
Address	466 24th st Apt 11
City, State, Zip	Oakland, CA 94612

Name	Kevin Goldson
Address	466 24th st Apt 12
City, State, Zip	Oakland, CA 94612

Name	Antonio Munoz
Address	466 24th st Apt 14
City, State, Zip	Oakland, CA 94612


Name	Ricky Carter
Address	466 24th st Apt 15
City, State, Zip	Oakland, CA 94612

Name	Christopher Norman
Address	466 24th st Apt 16
City, State, Zip	Oakland, CA 94612

To serve more than 8 people, copy this page as many times as necessary and insert in your proof of service document. If you are only serving one person, you can use just the first and last page.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and the documents were served on 2/8/2023 (insert date served).

Anita Bajaj  
PRINT YOUR NAME

  
SIGNATURE

2/8/2023  
DATE

I have served the Appeal of Hearing Decision to these tenants as well.



**Anita**

---

**From:** Anita  
**Sent:** Wednesday, January 18, 2023 10:35 AM  
**To:** 'Lothlen, Brittni'; 'Nettles, Marvin'  
**Cc:** 'Hearings Unit'; Miguel A  
**Subject:** RE: 00218314 - City of Oakland Business Tax

Please re-invite. It now states that the meeting ID is invalid.

# Invalid meeting ID

Please check and try again.

**Anita Bajaj**  
510-332-2167

4400 Keller Ave; Ste 140-292; Oakland, CA 94605

---

**From:** Anita  
**Sent:** Wednesday, January 18, 2023 10:31 AM  
**To:** Lothlen, Brittni <BLothlen@oaklandca.gov>; Nettles, Marvin <MNettles@oaklandca.gov>  
**Cc:** Hearings Unit <hearingsunit@oaklandca.gov>; Miguel A <miguel@rentineastbay.com>  
**Subject:** RE: 00218314 - City of Oakland Business Tax

This is the first email we have received. Now we are waiting for someone to let us in.



# Please wait for the host to start

**Start: 10:00 AM**

L22-0057 Bajaj v. Tenants (Hearing)

Test Computer Audio

**Anita Bajaj**  
510-332-2167

4400 Keller Ave; Ste 140-292; Oakland, CA 94605

---

**From:** Lothlen, Brittni <BLothlen@oaklandca.gov>  
**Sent:** Wednesday, January 18, 2023 10:27 AM  
**To:** Nettles, Marvin <MNettles@oaklandca.gov>  
**Cc:** Anita <anita@rentineastbay.com>; Hearings Unit <hearingsunit@oaklandca.gov>; Miguel A <miguel@rentineastbay.com>  
**Subject:** RE: 00218314 - City of Oakland Business Tax

Rent Adjustment Program - Hearings is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://us02web.zoom.us/j/85017731321?pwd=RSIsTTBwSmxvR3FmQmNoNXVxdk1Xdz09>

Meeting ID: 850 1773 1321

Passcode: 283822

One tap mobile

+16699009128,,85017731321#,,,,\*283822# US (San Jose)

+16694449171,,85017731321#,,,,\*283822# US

Dial by your location

+1 669 900 9128 US (San Jose)  
+1 669 444 9171 US  
+1 719 359 4580 US  
+1 253 205 0468 US  
+1 253 215 8782 US (Tacoma)  
+1 346 248 7799 US (Houston)  
+1 386 347 5053 US  
+1 507 473 4847 US  
+1 564 217 2000 US  
+1 646 558 8656 US (New York)  
+1 646 931 3860 US  
+1 689 278 1000 US  
+1 301 715 8592 US (Washington DC)  
+1 305 224 1968 US  
+1 309 205 3325 US  
+1 312 626 6799 US (Chicago)  
+1 360 209 5623 US

Meeting ID: 850 1773 1321

Passcode: 283822

Find your local number: <https://us02web.zoom.us/j/kdpxiiato>

**Brittni Lothlen**

*Administrative Assistant I*

City of Oakland

Department of Housing and Community Development

Rent Adjustment Program

250 Frank H. Ogawa Plaza, Suite 5313

Oakland, CA 94612

[Bllothlen@oaklandca.gov](mailto:Bllothlen@oaklandca.gov)

[www.oaklandca.gov/RAP](http://www.oaklandca.gov/RAP)

---

**From:** Nettles, Marvin <[MNettles@oaklandca.gov](mailto:MNettles@oaklandca.gov)>

**Sent:** Wednesday, January 18, 2023 10:24 AM

**To:** Lothlen, Brittni <[Bllothlen@oaklandca.gov](mailto:Bllothlen@oaklandca.gov)>

**Cc:** Anita <[anita@rentineastbay.com](mailto:anita@rentineastbay.com)>; Hearings Unit <[hearingsunit@oaklandca.gov](mailto:hearingsunit@oaklandca.gov)>; [miguel@rentineastbay.com](mailto:miguel@rentineastbay.com)

**Subject:** Fw: 00218314 - City of Oakland Business Tax

Hi, Brittni –

Can you please assist Ms. Bajaj with access to today's hearing?

Thanks,

**Marvin Nettles**

Project Manager, Community Engagement & Enforcement (CEE)

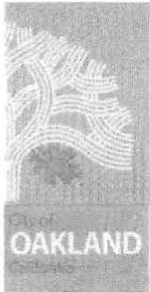
City of Oakland, Department of Housing and Community Development

Tel: (510) 238-6896 | Email: [mnettles@oaklandca.gov](mailto:mnettles@oaklandca.gov)

**Rent Adjustment Program**

250 Frank H. Ogawa Plaza, Suite 5313 | Oakland, Ca. 94612

Tel: (510) 238-3721 | Fax: (510) 238-3794 | <http://www.oaklandca.gov/RAP>



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---

**From:** Anita <[anita@rentineastbay.com](mailto:anita@rentineastbay.com)>  
**Sent:** Wednesday, January 18, 2023 10:02 AM  
**To:** Nettles, Marvin <[MNettles@oaklandca.gov](mailto:MNettles@oaklandca.gov)>  
**Subject:** FW: 00218314 - City of Oakland Business Tax

Hi Marvin, I did not receive the zoom invite.

**Anita Bajaj**  
510-332-2167

4400 Keller Ave; Ste 140-292; Oakland, CA 94605

---

**From:** Anita  
**Sent:** Friday, December 30, 2022 12:35 PM  
**To:** Hearings Unit <[hearingsunit@oaklandca.gov](mailto:hearingsunit@oaklandca.gov)>  
**Cc:** Miguel A <[miguel@rentineastbay.com](mailto:miguel@rentineastbay.com)>  
**Subject:** FW: 00218314 - City of Oakland Business Tax

Hello, we did not receive this notice from you. Marvin forwarded this to me. Can you make sure you have our correct email address? [Miguel@rentineastbay.com](mailto:Miguel@rentineastbay.com) and [anita@rentineastbay.com](mailto:anita@rentineastbay.com) will be attending the Zoom call. Thanks.

**Anita Bajaj**  
510-332-2167

4400 Keller Ave; Ste 140-292; Oakland, CA 94605

---

**From:** Nettles, Marvin <[MNettles@oaklandca.gov](mailto:MNettles@oaklandca.gov)>  
**Sent:** Thursday, December 29, 2022 11:45 AM  
**To:** Anita <[anita@rentineastbay.com](mailto:anita@rentineastbay.com)>  
**Subject:** RE: 00218314 - City of Oakland Business Tax

Hi, Anita –

You have a hearing schedule for January 18, 2023. Please contact the Hearings Unit at [hearingsunit@oaklandca.gov](mailto:hearingsunit@oaklandca.gov) for additional assistance.

Happy Holidays!

Thanks,  
**Marvin Nettles**  
Project Manager, Community Engagement & Enforcement (CEE)  
City of Oakland, Department of Housing and Community Development  
Tel: (510) 238-6896 | Email: [mnettles@oaklandca.gov](mailto:mnettles@oaklandca.gov)



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---

**From:** Anita <[anita@rentineastbay.com](mailto:anita@rentineastbay.com)>  
**Sent:** Monday, December 12, 2022 2:49 PM  
**To:** Nettles, Marvin <[MNettles@oaklandca.gov](mailto:MNettles@oaklandca.gov)>  
**Subject:** RE: 00218314 - City of Oakland Business Tax

Hi Marvin, I still haven't heard anything back from the hearings unit. Any further advice for me?

**Anita Bajaj**  
510-332-2167

4400 Keller Ave; Ste 140-292; Oakland, CA 94605

---

**From:** Nettles, Marvin <[MNettles@oaklandca.gov](mailto:MNettles@oaklandca.gov)>  
**Sent:** Tuesday, November 8, 2022 4:44 PM  
**To:** Anita <[anita@rentineastbay.com](mailto:anita@rentineastbay.com)>  
**Subject:** Re: 00218314 - City of Oakland Business Tax

Hi, Anita –

You should hear from the hearings unit in about a few more weeks regarding your assigned case analysts, hearing date, etc. Plan for about 4 weeks from the time you file the petition to the date of the hearing, and then another 3-4wks for a decision after the hearing.

Sit tight. Let's check-in around the week of Thanksgiving if you haven't heard anything.

Thanks,

**Marvin Nettles**

Project Manager, Community Engagement & Enforcement (CEE)

City of Oakland, Department of Housing and Community Development

Tel: (510) 238-6896 | Email: [mnettles@oaklandca.gov](mailto:mnettles@oaklandca.gov)

### Rent Adjustment Program

250 Frank H. Ogawa Plaza, Suite 5313 | Oakland, Ca. 94612

Tel: (510) 238-3721 | Fax: (510) 238-3794 | <http://www.oaklandca.gov/RAP>



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**From:** Anita <[anita@rentineastbay.com](mailto:anita@rentineastbay.com)>  
**Sent:** Tuesday, November 8, 2022 4:09 PM  
**To:** Nettles, Marvin <[MNettles@oaklandca.gov](mailto:MNettles@oaklandca.gov)>  
**Subject:** RE: 00218314 - City of Oakland Business Tax

Hi Marvin, Do you know how long it takes them to review the documents?

**Anita Bajaj**  
510-332-2167

4400 Keller Ave; Ste 140-292; Oakland, CA 94605

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**From:** Anita <[anita@rentineastbay.com](mailto:anita@rentineastbay.com)>  
**Sent:** Friday, October 21, 2022 3:57 PM  
**To:** Nettles, Marvin <[MNettles@oaklandca.gov](mailto:MNettles@oaklandca.gov)>  
**Subject:** Re: 00218314 - City of Oakland Business Tax

Couldn't have done it without you.

Anita  
510-332-2167

On Oct 21, 2022, at 3:42 PM, Nettles, Marvin <[MNettles@oaklandca.gov](mailto:MNettles@oaklandca.gov)> wrote:

Good job, Anita!

Please keep the receipt for your records. If proper service becomes an issue, the receipt may help you show that you sent the petitions to the affected tenants. In the meantime, your are not required to provide them to staff.

Best of luck this round!

Thanks,

**Marvin Nettles**

Project Manager, Community Engagement & Enforcement (CEE)

City of Oakland, Department of Housing and Community Development

Tel: (510) 238-6896 | Email: [mnettles@oaklandca.gov](mailto:mnettles@oaklandca.gov)

**Rent Adjustment Program**

250 Frank H. Ogawa Plaza, Suite 5313 | Oakland, Ca. 94612

Tel: (510) 238-3721 | Fax: (510) 238-3794 | <http://www.oaklandca.gov/RAP>

<image.png>

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**From:** Anita <[anita@rentineastbay.com](mailto:anita@rentineastbay.com)>  
**Sent:** Friday, October 21, 2022 9:45 AM  
**To:** Nettles, Marvin <[MNettles@oaklandca.gov](mailto:MNettles@oaklandca.gov)>  
**Subject:** RE: 00218314 - City of Oakland Business Tax

Hi Marvin, yesterday I sent off all 16 packages via certified mail. Attached is the partial receipt of a very long USPS receipt. Do you need the certified proof for all 16? I kept thinking there had to be an easier way. The printing, packaging, and mailing were extremely time consuming and expensive. I am just sharing a thought hoping that this will be simplified in the future.

**Anita Bajaj**  
510-332-2167

4400 Keller Ave; Ste 140-292; Oakland, CA 94605

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**From:** Anita  
**Sent:** Thursday, October 13, 2022 10:58 AM  
**To:** Nettles, Marvin <[MNettles@oaklandca.gov](mailto:MNettles@oaklandca.gov)>  
**Subject:** RE: 00218314 - City of Oakland Business Tax

Marvin, I sent you the entire package. I was hoping that you could review it. It was a large file so I am not sure if you got it. If you prefer, I can send you a link. Are you still open to reviewing the package?

**Anita Bajaj**  
510-332-2167

4400 Keller Ave; Ste 140-292; Oakland, CA 94605

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**From:** Nettles, Marvin <[MNettles@oaklandca.gov](mailto:MNettles@oaklandca.gov)>  
**Sent:** Wednesday, October 12, 2022 4:00 PM  
**To:** Anita <[anita@rentineastbay.com](mailto:anita@rentineastbay.com)>  
**Subject:** Re: 00218314 - City of Oakland Business Tax

Hi, Anita –

I'm glad to see you were able to obtain proof of the RAP Fee payment. However, you do not need to forward a copy to me. This should be included with your petition.

Let me know if you have any additional questions.

Thanks,

**Marvin Nettles**

Project Manager, Community Engagement & Enforcement (CEE)

City of Oakland, Department of Housing and Community Development

Tel: (510) 238-6896 | Email: [mnettles@oaklandca.gov](mailto:mnettles@oaklandca.gov)

#### Rent Adjustment Program

250 Frank H. Ogawa Plaza, Suite 5313 | Oakland, Ca. 94612

Tel: (510) 238-3721 | Fax: (510) 238-3794 | <http://www.oaklandca.gov/RAP>

<image001.jpg>

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**From:** Anita <[anita@rentineastbay.com](mailto:anita@rentineastbay.com)>  
**Sent:** Tuesday, October 11, 2022 3:45 PM  
**To:** Nettles, Marvin <[MNettles@oaklandca.gov](mailto:MNettles@oaklandca.gov)>  
**Subject:** FW: 00218314 - City of Oakland Business Tax



[EXTERNAL] This email originated outside of the City of Oakland. Please do not click links or open attachments unless you recognize the sender and expect the message.

Melvin, guess what? I received the proof of payment from the city. Very impressive. I hope you received my email with the huge attachment. If you didn't get it, I will send you a link. Thanks.

**Anita Bajaj**  
510-332-2167

4400 Keller Ave; Ste 140-292; Oakland, CA 94605

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**From:** [noreply@oaklandca.gov](mailto:noreply@oaklandca.gov) <[noreply@oaklandca.gov](mailto:noreply@oaklandca.gov)>  
**Sent:** Tuesday, October 11, 2022 3:11 PM  
**To:** Info@ <[Info@rentineastbay.com](mailto:Info@rentineastbay.com)>  
**Subject:** 00218314 - City of Oakland Business Tax

Business Tax Account #: 00218314

Dear PACIFIC FINANCE & ECONOMICS CONSULTING INC,

Thank you for your inquiry. Please see attached!

Sincerely,

Business Tax Office  
City of Oakland



**MEMORANDUM**

**Date:** April 7, 2023  
**To:** Members of the Housing, Rent Residential & Relocation Board (HRRRB)  
**From:** Kent Qian, Deputy City Attorney  
**Re:** Appeal Summary in T22-0124, Benafield v. Equity Avg LLC  
**Appeal Hearing Date:** April 13, 2023

**Property Address:** 31 Somerset Road, Oakland, CA  
**Appellant/Owner:** Equity Avg LLC  
**Respondent/Tenant:** Kevin Benafield

**BACKGROUND**

Tenants filed a petition alleging an unlawful rent increase from \$1,429 to \$1,753, which they later clarified that the challenge was to an invoice they received from the owner stating that the tenants owed \$1,753 for garbage collection from the beginning of 2019 through March 2022. They also alleged decreased housing services.

**RULING ON THE CASE**

The hearing decision ruled that the garbage collection charges violated Rent Adjustment Program Regulations Appendix A, section 10.1.10's prohibition on splitting utilities. The hearing officer also found that the tenants were owed restitution and were entitled to ongoing rent decreases for

decreased housing services due to discontinued housekeeping and for lighting problems.

### **GROUNDS FOR APPEAL**

The owner appealed the decision, arguing that:

- (1) The waste management bills were charged separately for each unit and attaches new evidence with quarterly bills for each unit;
- (2) Because the waste management bills were addressed the owner, the hearing officer assumed that the bills were divided while in fact waste management was individually billed by unit.

### **ISSUES**

1. Does substantial evidence support the hearing officer's conclusion that charging for garbage collection violated the prohibition on splitting utilities?

### **APPLICABLE LAW AND PAST BOARD DECISIONS**

- I. Decreased Housing Services Claim – Splitting Utility Bills

**T17-0575     *Titcomb v. Vineyard-Ide***

Board affirmed Hearing Decision where the decision granted restitution for the tenant's payments towards garbage (which the owner was responsible for per the lease) and water bills (that were not separately metered and amounted to "splitting utilities" in violation of the Ordinance).

**T16-0037     *Tabet v. Siu***

Board panel affirmed Hearing Decision that owner cannot transfer water bill to the tenant even though the lease provision stated that the tenant was responsible for water bill due to a shared meter. Although the owner subsequently installed a separate water meter, he was not allowed to enforce the lease provision because the lease provision was an illegal provision at the time it was made.



**MEMORANDUM**

**Date:** April 7, 2023  
**To:** Members of the Housing, Rent Residential & Relocation Board (HRRRB)  
**From:** Kent Qian, Deputy City Attorney  
**Re:** Appeal Summary in L22-0057 Bajaj v. Tenants  
**Appeal Hearing Date:** April 13, 2023  
  
**Property Address:** 466 24th Street, Oakland, CA  
**Appellant/Owner:** Pacific Finance & Economic Consulting, Inc.

**BACKGROUND**

The owner's petition for a capital improvement pass-through was dismissed due to owner's non-appearance at the hearing.

**GROUND FOR APPEAL**

The owner appealed the decision, arguing that the owner should receive a new hearing because the owner never received the Zoom invite for the remote hearing, despite requesting the Zoom invite before the hearing date and on the hearing date.

## ISSUES

1. Is there good cause proferred for the owner's non-appearance at the hearing?