

**HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD  
FULL BOARD SPECIAL MEETING  
October 12, 2023  
6:00 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: Oct 12, 2023 06:00 PM Pacific Time (US and Canada)

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/84908336316>

Or One tap mobile: +16694449171,,84908336316# US, +16699009128, 84908336316# US (San Jose)

Or Telephone: Dial(for higher quality, dial a number based on your current location): +1 669 444 9171 US, +1 669 900 9128 US (San Jose), +1 253 205 0468 US, +1 253 215 8782 US (Tacoma), +1 346 248 7799 US (Houston), +1 719 359 4580 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, +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

Webinar ID: 849 0833 6316

International numbers available: <https://us02web.zoom.us/j/84908336316>

**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. 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.
4. CONSENT ITEMS
  - a. Approval of Board Minutes, 9/28/2023 (pp. 3-7)
5. APPEALS\*
  - a. T23-0019, Barragan et al. v. Mead Holding LLC (pp. 8-113)
  - b. T22-0015, Fleurentin v. Meridian Management Group (pp. 114-281)
  - c. T23-0058, Brooks v. Campbell (pp. 282-348)
6. INFORMATION AND ANNOUNCEMENTS
7. SCHEDULING AND REPORTS
8. OPEN FORUM
9. ADJOURNMENT

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*\*Staff appeal summaries will be available on the Rent Adjustment Program's website and the City Clerk's office at least 48 hours prior to the meeting pursuant to O.M.C. 2.20.070.B 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, Cantones, 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 SPECIAL MEETING  
 September 28, 2023  
 6:00 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 6:10 p.m.

**2. ROLL CALL**

<b>MEMBER</b>	<b>STATUS</b>	<b>PRESENT</b>	<b>ABSENT</b>	<b>EXCUSED</b>
D. WILLIAMS	Tenant	X*		
Vacant	Tenant			
J. DEBOER	Tenant Alt.	X		
M. GOOLSBY	Tenant Alt.			X
D. INGRAM	Undesignated	X		
C. OSHINUGA	Undesignated	X*		
M. ESCOBAR	Undesignated	X		
Vacant	Undesignated Alt.			
Vacant	Undesignated Alt.			
D. TAYLOR	Landlord			X
K. BRODFUEHRER	Landlord	X		
C. JACKSON	Landlord Alt.	X		
Vacant	Landlord Alt.			

*\*Vice Chair Oshinuga joined the meeting at 6:12 p.m.*

*\*Member D. Williams joined the meeting at 6:15 p.m.*

**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, 8/24/2023: Chair Ingram moved to approve the Board Minutes from 8/24/2023. Member M. Escobar seconded the motion.

The Board voted as follows:

**Aye:** D. Ingram, M. Escobar, J. deBoer, K. Brodfuehrer, C. Jackson  
**Nay:** None  
**Abstain:** None

The minutes were approved.

**5. APPEALS\***

- a. T22-0113, Reyes Santiago et al. v. Hernandez

Appearances: Rafael Hernandez Owner  
Alexis Reyes Tenant Representative

This case involved an owner appeal of a tenant petition. The tenant filed a petition on June 30, 2022, contesting a series of rent increases from May 2015 to May 2022 on the basis that the rent increases were unlawful. The owner filed an untimely response on September 5, 2022, more than two months after petition was filed—claiming the reasons for the rent increases were due to costs of labor. The hearing was held on January 17, 2023, and the hearing decision was issued in June 2023. The Hearing Officer first ruled that the owner did not have good cause for the untimely response—and therefore, was not allowed to introduce evidence at the hearing. However, the owner was allowed to testify and cross examine.

Regarding the RAP notice, the Hearing Officer credited the tenant’s testimony that they had never received the RAP notice—despite the owner’s claim that the RAP notice was served in February 2016. Since the Hearing Officer determined that the RAP notice was never served, all prior rent increases were invalidated, and restitution was awarded to the tenant. The owner appealed the hearing decision on two grounds. First, the owner had good cause for the late response because the tenant never served the

petition. Second, the hearing decision contained inaccuracy that could have been corrected if the owner was able to present evidence at the hearing.

The owner contended that the reason he did not respond to the tenant's petition is because it was not received. The owner argued that the tenants claimed that they dropped the petition in the mail—but he did not get it. The owner contended that he has never raised the rent above the CPI. The owner argued that regarding the RAP notice, it was served, and that the tenants never complained about not receiving it.

The owner argued that when he previously provided the RAP notice, he requested for the tenants to sign it—but they refused. The owner contended that when he increased the rent and asked for the tenants to pay half of the RAP fee they never complained. The owner argued that the tenants are only paying \$1702 for a full house, that he has completed multiple repairs on the property, and that the tenants are paying less than what they're supposed to pay.

The tenant representative contended that the petition was mailed to the owner's address in San Francisco and that they have receipts as proof. The tenant representative argued that the petition was sent to the same address where rent payments are submitted, and that the owner never complained about not getting their rent checks. The tenant representative contended that regarding the RAP notices, they only received a written document from the owner and not the official RAP notice from the City of Oakland. The tenant representative contended that when they received the most recent rent increase notice, they reached out for legal assistance and found out that the previous rent increases were invalid, that the rent was being increased incorrectly, and that they weren't receiving the correct RAP notice.

The tenant representative argued that they never questioned the owner previously because they thought he knew what he was doing and how to handle the rent increase process properly. The tenant representative contended that when they saw the official RAP notice from the City of Oakland, they realized that what the owner had been giving them was not the official RAP notice and that the official RAP notice was different from what he had been providing. The tenant representative argued that they have resided at the property for ten years but did not feel comfortable seeking assistance for this matter because the owner stated that he has done this before and because he always gets his way.

The tenant representative contended that the owner has only done repairs to half of the house, that he paints over mold, and that there are a lot of things wrong with the property. The tenant representative argued that her parents did not feel safe enough to try and take the owner to court or to reach out to RAP because they were afraid of their residency status being exposed and were fearful of being deported. The tenant representative contended that she urged her parents to get help because the situation was not okay and that she offered to help and support them through the process.

After parties' arguments, questions to the parties, and Board discussion, Vice Chair Oshinuga moved to affirm the Hearing Officer's decision based upon substantial evidence. Member C. Jackson seconded the motion.

The Board voted as follows:

**Aye:** D. Ingram, C. Oshinuga, M. Escobar, D. Williams, J. deBoer,  
K. Brodfuehrer, C. Jackson  
**Nay:** None  
**Abstain:** None

The motion was approved.

## **6. SERVICE BY MAIL REQUIREMENT DISCUSSION**

- a. Vice Chair Oshinuga and fellow Board members discussed the current service by mail requirement and potentially bringing forth a resolution to recommend changes to City Council.

## **7. INFORMATION AND ANNOUNCEMENTS**

- a. Chair Ingram asked for a status update on the Board's tree pins and asked if all fellow Board members have completed their doodle poll for their availability for the next quarter.
- b. Member K. Brodfuehrer announced that there is a monthly training series on fair housing being administered by her day job at the California Civil Rights Department and mentioned that this is a resource available to the public.
- c. Chair Ingram announced that there is a new program that was announced by the county for small property owners to provide mortgage

assistance and foreclosure prevention. The program's application website is [www.a1chs.org/fpp](http://www.a1chs.org/fpp) .

## **8. SCHEDULING AND REPORTS**

- a. None

## **9. OPEN FORUM**

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

## **10. ADJOURNMENT**

- a. The meeting was adjourned at 7:30 p.m.

## CHRONOLOGICAL CASE REPORT

Case No.: T23-0019

Case Name: Barragan et al v. Mead Holding LLC

Property Address: 2031 69<sup>th</sup> Avenue, Oakland, CA 94621

Parties: Ahmed Said, Mead Holding LLC (Owner)  
Reyes Ornelas (Tenant)  
Maria Barragan (Tenant)  
Gregory Ching (Tenant Representative)

### OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	January 23, 2023
Property Owner Response filed	February 1, 2023
Tenant Evidence Submission	February 28, 2023
Notice of Incomplete Owner Response mailed	February 28, 2023
Property Owner Email Correspondences	March 3 & 8, 2023
Administrative Decision mailed	April 6, 2023
Property Owner Appeal filed	April 18, 2023

000008

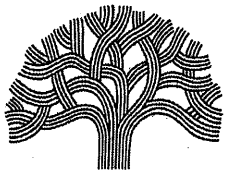
Tenant Brief in Support of Petition submitted

May 2, 2023

Owner Appeal Supporting Document submitted

May 25, 2023

T23-0019 ELBL



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

JAN 23 2023

RENT ADJUSTMENT PROGRAM  
OAKLAND

## TENANT PETITION

**Please fill out this form as completely as you can.** Use this form to contest a rent increase, seek a rent decrease, and/or contest an owner exemption from the Rent Adjustment Program. 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

2031                      69th Ave.                      c                      Oakland, CA 94621

Street Number              Street Name                      Unit Number                      Zip Code

Move-in Date: 01/2013              Initial Rent at Move-In: \$ 1,000              Current Rent: \$ 1,500

Is your rent subsidized or controlled by a government agency (such as HUD or Section 8), other than Oakland Rent Adjustment Program? (See page 5 "Jurisdiction" for more information)               Yes  
 No  
 Not sure

Are you current on rent?               Yes              (\*Note: You must be current on your rent or lawfully withholding rent in order to file a petition. Checking "No" without providing an adequate explanation may result in your petition being dismissed.)  
 No\*

If not current on rent, explain why: \_\_\_\_\_

When (if ever) did the property owner first provide you with the City form, NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM ("RAP Notice")?               I first received the RAP Notice on: \_\_\_\_\_  
 was never provided with the RAP Notice  
 I do not remember if I ever received the RAP Notice

Case number(s) of any relevant prior Rent Adjustment case(s): \_\_\_\_\_

### Tenant Information (List each tenant petitioner in unit. If you need more space, attach additional sheet.)

Maria                      Barragan

First Name                      Last Name

Mailing Address (if different from above): \_\_\_\_\_

Primary Telephone: (510) 395-0124              Other Telephone: \_\_\_\_\_              Email: carmenornelas01@gmail.com

Reyes                      Ornelas

First Name                      Last Name

Mailing Address (if different from above): \_\_\_\_\_

Primary Telephone: (510)-472-1072              Other Telephone: \_\_\_\_\_              Email: \_\_\_\_\_

### Tenant Representative (Check one): No Representative    Attorney    Non-Attorney

First Name                      Last Name                      Firm/Organization (if any)

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_              Email: \_\_\_\_\_



**Property Owner Information**

Property Owner

Ahmed

Said

First Name

Last Name

Company/LLC/LP (if applicable): Mead Holding LLC

Mailing Address: 2400 Market Suite B Oakland ,ca 94607

Phone Number: (510)-812-3277

Email: Ahmedmead@gmail.com

Property Manager (if applicable)

First Name

Last Name

Name of Management Company

Mailing Address:

Phone Number:

Email:

**GROUNDS FOR PETITION**

**Select the grounds for this petition from the list below.** Check all that apply. You must check at least one box. To contest a rent increase, select item(s) from Category A. If you have experienced a decrease in housing services and/or have issues with the condition of your unit, or are being charged for utilities in violation of the law, select item(s) from Category B. For more information on each of the grounds, see Oakland Municipal Code (O.M.C.) Sections 8.22.070 and 8.22.090 (Rent Adjustment Ordinance) and the corresponding Regulations. A copy of the Ordinance and Regulations are available here: [www.oaklandca.gov/resources/read-the-oakland-rent-adjustment-program-ordinance](http://www.oaklandca.gov/resources/read-the-oakland-rent-adjustment-program-ordinance).

A.	<b>Unlawful Rent Increase(s)</b> <i>(Complete section A on page 3)</i>	<input checked="" type="checkbox"/> (A1) I received a rent increase above the allowable amount.
		<input checked="" type="checkbox"/> (A2) 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").
		<input type="checkbox"/> (A3) I received a rent increase and do not believe I should be required to pay it because a government agency has cited my unit for serious health, safety, fire, or building code violations. <b>(You must attach a copy of the citation to your petition.)</b>
B.	<b>Decreased Housing Services</b> <i>(Complete section B on page 3)</i>	<input type="checkbox"/> (B1) 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. <b>(Check this box for petitions based on bad conditions/failure to repair.)</b>
		<input type="checkbox"/> (B2) I am being unlawfully charged for utilities.
C.	<b>Other</b>	<input type="checkbox"/> (C1) My rent was not reduced after a prior rent increase period for capital improvements or after an additional tenant for whom the owner was allowed an increase, vacated from the premises.
		<input type="checkbox"/> (C2) I wish to contest an exemption from the Rent Adjustment Ordinance because the exemption was based on fraud or mistake.
		<input type="checkbox"/> (C3) 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).

**A. Unlawful Rent Increase(s)**  
*(Complete this section if any of the grounds for petition fall under category A, above)*

**List all rent increases you wish to contest.** Begin with the most recent increase and work backwards. If you never received the RAP Notice, you can contest all past increases. See the "Important Information" page at the end of this petition packet for more information on time limits for contesting rent increases. If you need additional space, attach a separate sheet or an additional copy of this form.

- For petitions contesting a rent increase on the grounds that the unit has been cited by a government agency for serious health, safety, fire, or building code violations, **you must attach a copy of the citation** to your petition. Failure to attach a copy of the citation may result in your petition being dismissed.

Date received rent increase notice: (Month/Day/Year)	Date rent increase went into effect: (Month/Day/Year)	Amount of increase:		Received RAP Notice with notice of rent increase?	
		FROM	TO	YES	NO
09/2019	12/2019	\$ 1,000	\$ 1,300	<input type="checkbox"/>	<input type="checkbox"/>
09/2022	12/2022	\$ 1,300	\$ 1,500	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>

**B. Decreased Housing Services**  
*(Complete this section if any of the grounds for petition fall under category B, above)*

**List all the conditions that you believe entitle you to a rent decrease.** If your petition is based on problems related to your unit, or because the owner has taken away service(s) or is charging for services originally provided by the owner, you must complete this section. If you need more space, attach a separate sheet or an additional copy of this form.

- You are strongly encouraged to submit documentary evidence** (photographs, inspection reports, correspondence with your landlord, etc.) together with your petition. Evidence may be submitted up to seven calendar days prior to your hearing.
- You may wish to have a City inspector come inspect your unit** for possible code violations in advance of your hearing. Copies of any inspection report(s) may be submitted in support of your petition. To schedule an inspection, contact the City of Oakland Code Enforcement Unit at (510) 238-3381, or file a complaint online at <https://www.oaklandca.gov/services/file-a-complaint-with-code-enforcement>. *Note: if additional items are cited in an inspection report that were not included in your original petition (below), you must file an additional petition listing those items in order for RAP staff to consider them as a part of your claim.*

	Description of problem or decreased housing service (list separately):	Date problem or decreased service started: (Month/Day/Year)	Date first notified owner or manager of problem: (Month/Day/Year)	Date problem or service was fixed, if ever: (Month/Day/Year)	What is the dollar value of your claimed loss?
1.					\$
2.					\$
3.					\$
4.					\$

**TENANT 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 Tenant Petition is true and that all of the documents attached to the Petition are true copies of the originals.

MARIA BARRAGAN

Tenant 1 Signature

01/20/23

Date

REYES ORZAS

Tenant 2 Signature

01/20/23

Date

**CONSENT TO ELECTRONIC SERVICE**

*(Highly Recommended)*

Check the box below if you agree to have RAP staff and the OTHER PARTY/PARTIES 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 and from the OTHER PARTY/IES 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.

Tenant Signature

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-**

**PERSON(S) SERVED:**

Name	Ahmed Said
Address	2400 Market Suite B
City, State, Zip	Oakland, CA 94607

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.

Israel Lepiz

PRINTED NAME

Israel Lepiz

SIGNATURE

01/20/23

DATE SIGNED





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)

## NOTICE TO PROPERTY OWNER OF TENANT PETITION

### **ATTENTION: IMMEDIATE ACTION REQUIRED**

If you are receiving this NOTICE together with a completed TENANT PETITION form, it means that a tenant has filed a case against you with the Oakland Rent Adjustment Program ("RAP") (commonly referred to as the "Rent Board").

- **YOU MUST FILE A RESPONSE WITHIN 35 CALENDAR DAYS AFTER THE PETITION WAS MAILED TO YOU (30 DAYS IF DELIVERED IN-PERSON).**

- TO RESPOND:

- 1) Complete a **PROPERTY OWNER RESPONSE** form found on the RAP website. (<https://www.oaklandca.gov/services/respond-to-a-tenant-petition-for-the-rent-adjustment-program>)
- 2) Serve a copy of your **PROPERTY OWNER RESPONSE** form on the tenant (or the tenant's representative listed on the petition) by mail or personal delivery.
- 3) Complete a **PROOF OF SERVICE** form (which is attached to the Response form and also available on the website) and provide a copy to the tenant (or tenant's representative) together with your **PROPERTY OWNER RESPONSE** form.
- 4) Submit your **PROPERTY OWNER RESPONSE** form and completed **PROOF OF SERVICE\*** form to RAP through RAP's online portal, via email, or by mail.

*\*Note: The Response will not be considered complete until a PROOF OF SERVICE is filed indicating that the tenant has been served with a copy.*

**DOCUMENT REVIEW:** The tenant is required to serve on you all documents the tenant filed in this case in addition to the petition. Additionally, all documents are available for review at RAP.

**FOR ASSISTANCE:** Contact a RAP Housing Counselor at (510) 238-3721 or by email at [RAP@oaklandca.gov](mailto:RAP@oaklandca.gov). Additional information is also available on the RAP website and on the **PROPERTY OWNER RESPONSE** form.



# IMPORTANT INFORMATION REGARDING FILING YOUR PETITION

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## TIME TO FILE YOUR PETITION

Your Tenant Petition form must be received by the Rent Adjustment Program within the required time limit for filing. RAP staff cannot grant an extension of time to file your Petition.

- For Petitions contesting a rent increase, you have 90 days from the date of notice of increase or from the first date you received the RAP Notice (whichever is later) to file a Petition. If you did not receive a RAP Notice with the rent increase you are contesting but have received one in the past, you have 120 days to file a Petition. If you have never received a RAP Notice, you may contest all rent increases.
- For Petitions claiming decreased housing services, you have 90 days from either the date you first became aware of the decreased service or the date you first received the RAP Notice (whichever is later) to file a Petition. If the decreased housing service is ongoing, you may file a Petition at any time. See O.M.C. §§ 8.22.090 (A)(2)-(3) 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) or call (510) 238-3721. Although the Housing Resource Center is temporarily closed for drop-in services, assistance is available by email or telephone.

## DOCUMENTS SUBMITTED IN SUPPORT OF PETITION

All attachments submitted together with your Petition must be numbered sequentially. You may submit additional evidence in support of your Petition up to seven days before your hearing<sup>1</sup>. You must serve a copy of any documents filed with RAP on the other party and submit a PROOF OF SERVICE form.

**REMINDER:** Once a petition and its attachments are submitted to the RAP they become public records. Please redact any private information (such as social security numbers, bank account numbers, credit card numbers and similar financial data) from the documents you submit as part of this petition. If you have any questions, you may contact RAP staff at (510) 238-3721 or by email at [RAP@oaklandca.gov](mailto:RAP@oaklandca.gov).

Additionally, all documents submitted to the RAP, including but not limited to emails, petitions, attachments, potential evidence, text messages, screenshots, etc., are a part of the file in your case and all parties to a case are entitled to have access to this information.

## SERVICE ON PROPERTY OWNER

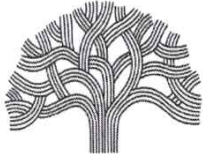
You are required to serve ALL the following documents on the property owner and/or the property owner's representative:

1. Copy of RAP form entitled "NOTICE TO PROPERTY OWNER OF TENANT PETITION" (*included in petition packet and available on RAP website*).
2. Copy of completed Petition form and attachments.
3. Completed PROOF OF SERVICE form (*included in petition packet and available on RAP website*).

You may serve the property owner and/or the owner's representative by mail or personal delivery. A copy of the completed PROOF OF SERVICE form must be submitted to RAP together with your Petition. Your Petition will not be considered complete until a PROOF OF SERVICE form is filed indicating that the owner has been served. Note that you cannot serve a Petition by email, even if you have an agreement to electronic service between the parties, because the Ordinance requires service by mail or in person.

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<sup>1</sup> Note that certain documents are required to be submitted with the Petition. See petition for details.



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

FEB -1 2023

RENT ADJUSTMENT PROGRAM  
OAKLAND

CASE NUMBER T - 23-0019

EL/BL

## PROPERTY OWNER RESPONSE TO TENANT PETITION

**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](mailto:RAP@oaklandca.gov).

### Rental Unit Information

2031                      69th Avenue                      C                      Oakland, CA                      94621  
Street Number                      Street Name                      Unit Number                      Zip Code

Is there more than one street address on the parcel?  Yes                      If yes, list all addresses: \_\_\_\_\_  
 No

Type of unit(s) (check one):  Single family home                      Number of units on property: 6  
 Condominium                      Date acquired property: 11/22/2000  
 Apartment, room, or live-work

Case number(s) of any relevant prior Rent Adjustment case(s): \_\_\_\_\_

### Tenant Information

Name of Tenant Petitioner(s): Maria Barragan & Reyes Ornelas

Date tenant(s) moved into rental unit: Jan, 2013                      Initial rent amount: \$ 1,000                      Is/are tenant(s) current on rent?  Yes  No

### Property Owner Information

Ahmed                      Said  
First Name                      Last Name

Company/LLC/LP (if applicable): Mead Holding LLC  
2400 Market St, Suite B  
Mailing address: Oakland Ca, 94607

Primary Telephone: (510) 812-3277                      Other Telephone: (510) 326-6215                      Email: ahmedmead@gmail.com

**Property Owner Representative** (Check one):  No Representative                       Attorney                       Non-attorney

\_\_\_\_\_  
First Name                      Last Name                      Firm/Organization (if any)  
Mailing Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_                      Email: \_\_\_\_\_



## 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 type="checkbox"/> Current Oakland business license	Attach proof of payment of your most recent Oakland business license.
<input 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 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: (mm/dd/yy)	Date rent increase went into effect: (mm/dd/yy)	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	
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	

If 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).	
(A3)	A government agency has cited the unit for serious health, safety, fire, or building code violations.	

### 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.	
(B2)	Tenant(s) is/are being unlawfully charged for utilities.	

### 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.	
(C2)	Owner exemption based on fraud or mistake.	
(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)).	

**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.*



Property Owner 1 Signature

1/31/23

Date

Property Owner 2 Signature

Date

**CONSENT TO ELECTRONIC SERVICE**

*(Highly Recommended)*

Check the box below if you agree to have RAP staff and the OTHER PARTY/IES 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 and from the OTHER PARTY/IES 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 Signature

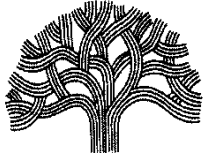
Date

**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

**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 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) 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 Response. Your Response will not be considered complete until this form has been filed indicating that service has occurred.

On the following date: 1 / 31 / 2023 I served a copy of (check all that apply):

- PROPERTY OWNER RESPONSE TO TENANT PETITION** plus \_\_\_\_\_ 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.
- 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	<b>Maria Barragan</b>
Address	<b>2031 69th ave #C</b>
City, State, Zip	<b>Oakland, Ca, 94621</b>

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.

**Ahmed Said**

PRINTED NAME



SIGNATURE

**1/31/23**

DATE SIGNED

# **IMPORTANT INFORMATION REGARDING FILING YOUR RESPONSE**

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## **TIME TO FILE YOUR RESPONSE**

Your Property Owner Response form must be received by the Rent Adjustment Program within 35 days after the Tenant Petition was mailed to you (30 days if the Petition was delivered in-person). RAP staff cannot grant an extension of time to file.

## **CONTACT A HOUSING COUNSELOR TO REVIEW YOUR RESPONSE BEFORE SUBMITTING**

To make an appointment, email [RAP@oaklandca.gov](mailto:RAP@oaklandca.gov) or call (510) 238-3721. Although the Housing Resource Center is temporarily closed for drop-in services, assistance is available by email or telephone.

## **DOCUMENTS SUBMITTED IN SUPPORT OF RESPONSE**

All attachments submitted together with your Response must be numbered sequentially. You may submit additional evidence in support of your Response up to seven days before your hearing.<sup>1</sup> You must serve a copy of any documents filed with RAP on the other party and submit a PROOF OF SERVICE form.

*REMINDER:* Once a petition and its attachments are submitted to the RAP they become public records. Please redact any private information (such as social security numbers, bank account numbers, credit card numbers and similar financial data) from the documents you submit as part of this petition. If you have any questions, you may contact RAP staff by phone at (510) 238-3721 or by email at [RAP@oaklandca.gov](mailto:RAP@oaklandca.gov).

Additionally, all documents submitted to the RAP, including but not limited to emails, petitions, attachments, potential evidence, text messages, screenshots, etc., are a part of the file in your case and all parties to a case are entitled to have access to this information.

## **SERVICE ON TENANT(S)**

You are required to serve a copy of your Property Owner Response form (plus any attachments) on the tenant or the tenant's representative and submit a PROOF OF SERVICE form together with your Response.

- (1) Serve a copy of your Response on the tenant(s) by mail or personal delivery.
- (2) Complete a PROOF OF SERVICE form (*included in this Response packet and available on RAP website*) indicating the date and manner of service and the person(s) served.
- (3) Provide the tenant with a completed copy of the PROOF OF SERVICE form together with the document(s) being served.
- (4) File a completed copy of the PROOF OF SERVICE form together with your Response when submitting to RAP.

You may serve the tenant(s) and/or the tenant's representative by mail or personal delivery. A copy of the completed PROOF OF SERVICE form must be submitted to RAP together with your Response. Your Response will not be considered complete until a PROOF OF SERVICE form is filed indicating that the tenant has been served. Note that you cannot serve a Response by email, even if you have an agreement to electronic service between the parties, because the Ordinance requires service by mail or in person.

## **FILING YOUR RESPONSE**

Although RAP normally does not accept filings by email or fax, RAP is temporarily accepting Responses via email during the COVID-19 local state of emergency. You may also fill out and submit your Response online through the RAP website or deliver the Response to the RAP office by mail. If the RAP office is closed on the last day to file, the time to file is extended to the next day the office is open. If you send your

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<sup>1</sup> Note that certain documents are required to be submitted with the Response. See Response form for details.

Response by mail, a postmark date does not count as the date it was received. Remember to file a PROOF OF SERVICE form together with your Response.

**Via email:** [hearingsunit@oaklandca.gov](mailto:hearingsunit@oaklandca.gov)

**Mail to:** City of Oakland  
Rent Adjustment Program  
250 Frank H. Ogawa Plaza, Ste. 5313  
Oakland, CA 94612-0243

**File online:** <https://www.oaklandca.gov/services/respond-to-a-tenant-petition-for-the-rent-adjustment-program>

**In person:** TEMPORARILY CLOSED  
City of Oakland  
Dalziel Building, 250 Frank H. Ogawa Plaza Suite  
5313 Reception area  
*Use Rent Adjustment date-stamp to stamp your documents to verify timely delivery and place them in RAP self-service drop box.*

#### **AGREEMENT TO ELECTRONIC SERVICE**

If you have agreed to electronic service from the RAP by signing the Consent to Electronic Service on page 4 of the response, you have agreed to receive electronic service from the Rent Adjustment Program only, and not from the other parties to the case.

#### **AFTER RESPONSE IS FILED**

In most cases, RAP will schedule a hearing to determine whether the Tenant Petition should be granted or denied. You will be mailed a Notice of Hearing indicating the hearing date. If you are unable to attend the hearing, contact RAP as soon as possible. The hearing will only be postponed for good cause.

#### **FILE/DOCUMENT REVIEW**

Either party may contact RAP to review the case file and/or to request copies of any documents pertaining to the case at any time prior to the scheduled hearing.

#### **FOR MORE INFORMATION**

Additional information on the petition and hearing process is located on the RAP website and in the Residential Rent Adjustment Program Ordinance and Regulations (see Oakland Municipal Code 8.22.010 *et seq.*). For more information on rent increases, including the list of the annual allowable CPI rates and calculators for certain justifications, see: <https://www.oaklandca.gov/resources/learn-more-about-allowable-rent-increases>, or you can refer to the Guide on Oakland Rental Housing Law at <https://cao-94612.s3.amazonaws.com/documents/Guide-to-Oakland-Rental-Housing-Law-1.pdf>. You may also contact a RAP Housing Counselor with questions at any time by emailing [RAP@oaklandca.gov](mailto:RAP@oaklandca.gov) or calling (510) 238-3721.

**CITY OF OAKLAND  
BUSINESS TAX CERTIFICATE**

**ACCOUNT  
NUMBER**  
00038967

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.

**DBA**

SAID AHMED M

**BUSINESS LOCATION**

2031 69TH AVE  
OAKLAND, CA 94621-3404

**BUSINESS TYPE**

M Rental - Apartment

**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>



AHMED SAID  
PO BOX 23562  
OAKLAND, CA 94623-0544

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!



Tenant Evidence Submission

<u>Exhibit</u>	<u>Document Description</u>	<u>Page Numbers</u>
T1	Rent Increase Notice (9/24/2022)	2-3
T2	Rent Increase Notice (12/1/2019)	4-10
T3	Rent Payment Receipts	11-19
T4	Property Owner-Tenant Communications	20-22

Tenant Evidence Submission

**Exhibit T1**

*Mead Holding llc*

**Notice of Rent Increase**

Ahmed Said  
2400 Market Suite B  
Oakland Ca, 94607

**Address:** 2031 69th ave, Apt C Oakland Ca, 94621

Dear tenant,

On this 24th day of September 2022, the Landlord known as Ahmed Said is increasing your rent to \$1,500. (One-Thousand Five-Hundred Dollars and No Cents) from its current rate of \$1,300. This rental increase will be effective December 1st, 2022.

The increase in rent will be applied due to high inflation rates that include increasing property and city tax, water, PG&E, as well as maintenance in addition to other factors. Please take into consideration that rent has remained \$1,300 without any increases for years. If you have any questions, comments, or concerns, please feel free to call, text, or email me.

Best Regards,

Ahmed Said

Ahmedmead@gmail.com

(510) 812-3277

Tenant Evidence Submission

**Exhibit T2**



# 60-DAY NOTICE TO CHANGE THE TERMS OF YOUR RENTAL AGREEMENT

To: All occupants, Resident(s) and all others in possession of Apt. No. C, located at (Street Address) 2031 Geath Ave in the city of Oakland, California

PLEASE TAKE NOTICE that in accordance with the governing State and local laws and ordinances, that sixty (60) days after service upon you of this notice or beginning \_\_\_\_\_, 20\_\_\_\_, whichever is later, the terms of your rental agreement for the above described property are hereby changed as follows:

YOUR MONTHLY RENT shall be increased from \$ 1000.<sup>00</sup> per month to \$ 1300.<sup>00</sup> per month, an increase of \$ \_\_\_\_\_ per month.

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

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

New Monthly Rent:

\$ \_\_\_\_\_

Security Deposit Increase:

\$ \_\_\_\_\_

Other:

\$ \_\_\_\_\_

Total Due:

\$ 1300.<sup>00</sup>

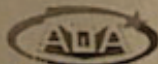
OTHER CHANGES:

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

Dated: (Month/Day) December 1, 2012

[Signature], OWNER(S)

By: \_\_\_\_\_, AGENT





# *A Meads Properties*

## Notice Of Rent Increase

Ahmed Said  
PO Box 23562  
Oakland CA 94623

**Address:** 2031 69th Ave Apt C Oakland, CA 94621

To All Occupants,

On this 12th day of September, 2019 the Landlord known as Ahmed Said is increasing your rent to \$1,300.00. (One-Thousand Three-Hundred Dollars and No Cents) from its current rate of \$1,000.00. This rental increase will be effective December 1, 2019.

The rental increases will be applied due to high inflation rates that include the increase of property and city tax, water, garbage, and other maintenance in addition to many other factors. Please take into consideration that rent has been \$1,000.00 for the past 10+ years with no increases. The California State Law allows property owners to defer applying annual rent increases for up to 10 years. If you have any questions, comments, or concerns, please feel free to call, text, or email me.

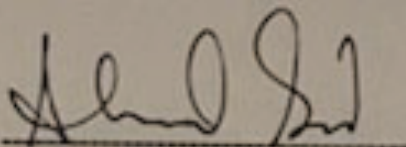
Best Regards,

Ahmed Said

ahmedmead@gmail.com

(510)812-3277

Signature: \_\_\_\_\_



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

9/12/19

## Learn More About CPI & Allowable Rent Increases

Mayor Libby Schaaf

Select Language ▼

311

NEWS

SERVICES

DEPARTMENTS

MEETINGS

CITY

COUNCIL

based on the regional Consumer Price Index (CPI). These annual rent increases are known as CPI increases or annual general rent increases.

The annual CPI rate for rent increases effective July 1, 2019 through June 30, 2020, is 3.5%. The rate is not applied to rent increases that take effect earlier than July 1, 2019.

**July 1, 2019: 3.5%**

July 1, 2018: 3.4%

July 1, 2017: 2.3%

July 1, 2016: 2.0%

July 1, 2015: 1.7%

July 1, 2014: 1.9%

July 1, 2013: 2.1%

July 1, 2012: 3.0%



July 1, 2011: 2.0%  
July 1, 2010: 2.7%  
July 1, 2009: 0.7%  
July 1, 2008: 3.2%  
July 1, 2007: 3.3%  
May 1, 2006: 3.3%  
May 1, 2005: 1.9%  
May 1, 2004: 0.7%  
May 1, 2003: 3.6%  
July 1, 2002: 0.6%  
March 1, 1995 - June 30, 2002: 3% per year

The "CPI rate" takes effect on each July 1 and remains in effect through June 30 of the following year. A property owner can raise rent above the CPI rate, based on certain justifications.

- Banking
- Increased housing service costs
- Capital improvements
- Uninsured repair costs
- Fair return

## Banking

Banking refers to deferred allowed annual rent increases. Annual rent increases that were not applied either fully or completely, can be applied in future years. Property owners may defer applying annual rent increases up to 10 years. Rent increases that were not imposed within 10 years expire. If challenged, evidence of the rental history of the subject unit is required.

Banking Rent Increase Calculator Instructions

Banking Rent Increase Calculator



## Increased housing service costs

Housing service costs are expenses for services provided by the property owner. The costs are related to the use of a rental unit. These costs are also known as "operating expenses".

If a tenant challenges a rent increase, the landlord must present evidence to prove all claimed expenses. Staff will compare the most recent two years of operating expenses to determine if a rent increase is justified. The calculation in both years must provide a reasonable comparison of all expenses. You may not isolate any single expense.

Expenses considered include:

- Property taxes
- Business license/taxes, and insurance,
- Utilities (electricity, gas, water, garbage)
- Maintenance and repairs
- Managerial costs
- Other legitimate annually recurring expenses to operate the rental property, except debt service

## Increased Housing Costs Rent Increase Calculator

### Capital improvements

Capital improvements include improvements to the property. A landlord may apply a rent increase to reimburse themselves for property improvements that benefit the tenants. Reimbursement is limited to 70% of the cost of the improvement amortized over its useful life. Property owners must also show that these costs were paid. Examples include: copies of receipts, invoices, bid contracts or other documentation.

## Capital Improvements Rent Increase Calculator Instructions

## Capital Improvements Rent Increase Calculator

### **Uninsured repair costs**

*Uninsured repair costs are losses that are not reimbursed to the property owner. These losses are related to damage from fire, earthquake, or other disasters. These costs must be associated with repairs to meet state or local laws. An increase for uninsured repairs is calculated the same way as an increase for capital improvements.*

### **Fair return**

*A property owner may submit evidence to show that without the requested rent increase he or she is being denied a fair return on the investment. A property owner must show that the return on the investment is less than the return for an investment of similar risk.*

*The property owner is required to provide three things.*

*Proof of the amount of investment*

*Evidence of the return from other investments of similar risk*

*An analysis of the rate of return from the rental property, including any appreciation in the value of the property.*

*Rent increases that exceed the CPI increase may be justified for one or more of the reasons listed. Owners may use more than one justification to increase the rent at the same time.*

*CPI, banking, and capital improvements can be passed through as a rent increase in a single petition.*

Tenant Evidence Submission

**Exhibit T3**



A & S PROPERTIES  
Ahmed SAID  
MANAGER  
TEL: (510) 612-3277

**RECEIPT** DATE 08/03/21 No. 276753  
RECEIVED FROM Maria Barran \$ 1,300.00  
One thousand three hundred  $\frac{00}{100}$  DOLLARS  
 FOR RENT  
 FOR 2031 69th ave Apt C Oakland CA, 94621  
ACCOUNT: \_\_\_\_\_  
PAYMENT: \_\_\_\_\_  
BAL. DUE: \_\_\_\_\_  
 CASH  
 CHECK  
 MONEY ORDER  
 CREDIT CARD  
FROM \_\_\_\_\_ TO \_\_\_\_\_  
BY Ahmed Said

A & S PROPERTIES  
Ahmed SAID  
MANAGER  
TEL: (510) 612-3277

**RECEIPT** DATE 09/03/21 No. 276754  
RECEIVED FROM Maria Barran \$ 1,300.00  
One thousand three hundred  $\frac{00}{100}$  DOLLARS  
 FOR RENT  
 FOR 2031 69th Ave Apt C Oakland CA 94621  
ACCOUNT: \_\_\_\_\_  
PAYMENT: \_\_\_\_\_  
BAL. DUE: \_\_\_\_\_  
 CASH  
 CHECK  
 MONEY ORDER  
 CREDIT CARD  
FROM \_\_\_\_\_ TO \_\_\_\_\_  
BY Ahmed Said

A & S PROPERTIES  
Ahmed SAID  
MANAGER  
TEL: (510) 612-3277

**RECEIPT** DATE 10/03/21 No. 276755  
RECEIVED FROM Maria Barran \$ 1,300.00  
One thousand three hundred  $\frac{00}{100}$  DOLLARS  
 FOR RENT  
 FOR 2031 69th ave Apt C Oakland CA, 94621  
ACCOUNT: \_\_\_\_\_  
PAYMENT: \_\_\_\_\_  
BAL. DUE: \_\_\_\_\_  
 CASH  
 CHECK  
 MONEY ORDER  
 CREDIT CARD  
FROM \_\_\_\_\_ TO \_\_\_\_\_  
BY Ahmed Said

A & S PROPERTIES  
Ahmed SAID  
MANAGER  
TEL: (510) 612-3277

**RECEIPT** DATE 11/03/21 No. 276756  
RECEIVED FROM Maria Barran \$ 1,300.00  
One thousand three hundred  $\frac{00}{100}$  DOLLARS  
 FOR RENT  
 FOR 2031 69th ave Apt C Oakland CA, 94621  
ACCOUNT: \_\_\_\_\_  
PAYMENT: \_\_\_\_\_  
BAL. DUE: \_\_\_\_\_  
 CASH  
 CHECK  
 MONEY ORDER  
 CREDIT CARD  
FROM \_\_\_\_\_ TO \_\_\_\_\_  
BY Ahmed Said



A & S PROPERTIES  
Ahmed SAID  
MANAGER  
TEL: (510) 812-3277

RECEIPT DATE 12/03/21 No. 276757

RECEIVED FROM Maria Barragan \$1,300.00

One thousand three hundred 00 DOLLARS

FOR RENT  
FOR 2021 69th Ave Apt C Oakland CA, 94621

ACCOUNT	
PAYMENT	
BAL DUE	

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

FROM \_\_\_\_\_ TO \_\_\_\_\_  
BY Ahmed Said

A & S PROPERTIES  
Ahmed SAID  
MANAGER  
TEL: (510) 812-3277

RECEIPT DATE 01/03/22 No. 276758

RECEIVED FROM Maria Barragan \$1,300.00

One thousand three hundred 00/100 DOLLARS

FOR RENT  
FOR 2021 69th Ave Apt C Oakland CA, 94621

ACCOUNT	
PAYMENT	
BAL DUE	

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

FROM \_\_\_\_\_ TO \_\_\_\_\_  
BY Ahmed Said

A & S PROPERTIES  
Ahmed SAID  
MANAGER  
TEL: (510) 812-3277

RECEIPT DATE 02/03/22 No. 276759

RECEIVED FROM Maria Barragan \$1,300.00

One thousand three hundred 00/100 DOLLARS

FOR RENT  
FOR 2021 69th Ave Apt C Oakland CA, 94621

ACCOUNT	
PAYMENT	
BAL DUE	

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

FROM \_\_\_\_\_ TO \_\_\_\_\_  
BY Ahmed Said

A & S PROPERTIES  
Ahmed SAID  
MANAGER  
TEL: (510) 812-3277

RECEIPT DATE 03/03/22 No. 276760

RECEIVED FROM Maria Barragan \$1,300.00

One thousand three hundred 00/100 DOLLARS

FOR RENT  
FOR 2021 69th Ave Apt C Oakland CA, 94621

ACCOUNT	
PAYMENT	
BAL DUE	

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

FROM \_\_\_\_\_ TO \_\_\_\_\_  
BY Ahmed Said



# RECEIPT

DATE 04/03/22No. **276718**RECEIVED FROM Maria Barragn\$1,300.<sup>00</sup>/<sub>100</sub>One thousand three hundred <sup>00</sup>/<sub>100</sub> DOLLARS FOR RENT FOR 2031 69th ave Apt C Oakland CA, 94621

ACCOUNT	
PAYMENT	
BAL. DUE	

- 
- CASH
- 
- 
- CHECK
- 
- 
- MONEY ORDER
- 
- 
- CREDIT CARD

FROM \_\_\_\_\_ TO \_\_\_\_\_

BY Ahmed El

3-11

A & S PROPERTIES  
 Ahmed SAID  
 MANAGER  
 TEL: (510) 812-3277

# RECEIPT

DATE 05/03/22No. **276719**RECEIVED FROM Maria Barragn\$1,300.<sup>00</sup>/<sub>100</sub>One thousand three hundred <sup>00</sup>/<sub>100</sub> DOLLARS FOR RENT FOR 2031 69th ave Apt C Oakland CA, 94621

ACCOUNT	
PAYMENT	
BAL. DUE	

- 
- CASH
- 
- 
- CHECK
- 
- 
- MONEY ORDER
- 
- 
- CREDIT CARD

FROM \_\_\_\_\_ TO \_\_\_\_\_

BY Ahmed El

3-11

A & S PROPERTIES  
 Ahmed SAID  
 MANAGER  
 TEL: (510) 812-3277

# RECEIPT

DATE 06/03/22No. **276720**RECEIVED FROM Maria Barragn\$1,300.<sup>00</sup>/<sub>100</sub>One thousand three hundred <sup>00</sup>/<sub>100</sub> DOLLARS FOR RENT FOR 2031 69th ave Apt C Oakland CA, 94621

ACCOUNT	
PAYMENT	
BAL. DUE	

- 
- CASH
- 
- 
- CHECK
- 
- 
- MONEY ORDER
- 
- 
- CREDIT CARD

FROM \_\_\_\_\_ TO \_\_\_\_\_

BY Ahmed El

3-11



A & S PROPERTIES  
Ahmed Said  
MANAGER  
TEL: (510) 812-3277

<b>RECEIPT</b> DATE <u>07/03/22</u>		No. <b>276716</b>
RECEIVED FROM <u>Maria Barragn</u>		\$ <u>1,300.00</u>
One thousand three hundred $\frac{00}{100}$ DOLLARS		
FOR RENT <u>2031 69th ave Apt C Oakland CA, 94621</u>		
ACCOUNT	<input type="radio"/> CASH	FROM _____ TO _____
PAYMENT	<input type="radio"/> CHECK	BY <u>Ahmed Said</u>
BAL. DUE	<input type="radio"/> MONEY ORDER	
	<input type="radio"/> CREDIT CARD	





# Review

Cancel



Ahmed Said (APARTMENTS)

Registered as AHMED

🇵🇸 (510) 812-3277

Amount

# \$1,300.00

Sending as CARMEN LIZBETH ORNELAS BARRAGAN

Pay from TOTAL CHECKING (...3515)

Send on Nov 1, 2022

Memo 2031 69th Ave #C Oakland Ca

Only send money to people and businesses you trust. Zelle® doesn't offer protection for payments you authorize, so you might not be able to get your money back once you send it.

**Send it now**





# Review

Cancel



Ahmed Said (APARTMENTS)

Registered as AHMED

🇺🇸 (510) 812-3277

Amount

# \$1,500.00

Sending as CARMEN LIZBETH ORNELAS BARRAGAN

Pay from TOTAL CHECKING (...3515)

Send on Dec 02, 2022

Memo 2031 69th ave #C Oakland Ca 94621

Only send money to people and businesses you trust. Zelle® doesn't offer protection for payments you authorize, so you might not be able to get your money back once you send it.

**Send it now**



Review

Cancel



Ahmed Said (APARTMENTS)

Registered as AHMED

🇵🇸 (510) 812-3277

Amount

\$1,500.00

Sending as CARMEN LIZBETH ORNELAS BARRAGAN

Pay from TOTAL CHECKING (...3515)

Send on Jan 02, 2023

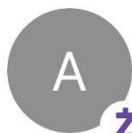
Only send money to people and businesses you trust. Zelle® doesn't offer protection for payments you authorize, so you might not be able to get your money back once you send it.

Send it now



# Review

Cancel



Ahmed Said (APARTMENTS)

Registered as WEST OAKLAND

INVESTMENTS LLC, OAKLAND, CA

(510) 812-3277

Amount

# \$1,500.00

Sending as CARMEN LIZBETH ORNELAS BARRAGAN

Pay from TOTAL CHECKING (...3515)

Send on Feb 03, 2023

Memo 2031 69th ave apt C Oakland Ca 94621

Only send money to people and businesses you trust. Zelle® doesn't offer protection for payments you authorize, so you might not be able to get your money back once you send it.

**Send it now**

Tenant Evidence Submission

**Exhibit T4**



*Mead Holding llc*

**Rent Payment Method**

Ahmed Said

2400 Market st Suite B,

Oakland Ca, 94607

To all tenants,

Starting November 1st, 2022, we will no longer be accepting monthly rental payments by cash.

You have the following methods of payment to choose from:

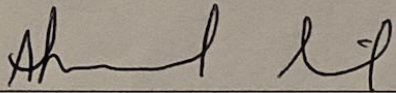
1. Online payment via Zelle
2. CashApp

For any comments or concerns, please feel free to contact me via phone, or email.

Ahmed Said

(510) 812-3277

ahmedmead@gmail.com

x 

Date 10/11/22



To Whom It May Concern,

Maria Barragn has been residing at 2031 69th ave, Oakland Ca, 94621 for 10 years. She is a wonderful tenant, and pays on time every month. She also cleans up around the building and makes the property a better place.

X \_\_\_\_\_

(Tenant)

*Handwritten notes:*  
The amount of  
800  
The amount

X \_\_\_\_\_  
*Handwritten signature:* Alvin S. [unclear]

(Landlord)

*Handwritten date:* 7/5/22





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: Tenant Evidence Submission (Case No. T23-0019)  
(insert name of document served)  
 And Additional Documents

and (write number of attached pages) 22 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	Ahmed Said
Address	2400 Market St., Suite B
City, State, Zip	Oakland, CA 94607

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	

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.



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 2/28/2023 (insert date served).

Gregory Ching

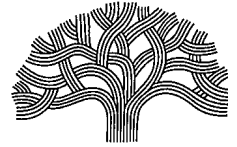
PRINT YOUR NAME



SIGNATURE

February 28, 2023

DATE



Housing and Community Development Department  
Rent Adjustment Program

TEL (510) 238-3721  
FAX (510) 238-6181  
CA Relay Service 711

**NOTICE OF INCOMPLETE OWNER RESPONSE**

**CASE NUMBER:** T23-0019  
**CASE NAME:** Barragen et al v. Mead Holding LLC  
**PROPERTY ADDRESS:** 2031 69th Avenue, Unit C Oakland, CA 94621

The Rent Adjustment Program (hereinafter “RAP”) received a *Property Owner Response* from you on February 1, 2023

To be complete and considered filed, a response by a property owner must include:<sup>1</sup>

- a. Proof of payment of the City of Oakland Business License Tax;
- b. proof of payment of the Rent Program Service Fee;<sup>2</sup>
- c. Evidence that the Owner has provided the RAP Notice to all Tenants affected by the petition or response.<sup>3</sup>
- d. A substantially completed petition on the form prescribed by the RAP signed under oath;
- e. For a rent increase, organized documentation clearly showing the rent increase justification and detailing the calculations to which the documentation pertains. For an exemption, organized documentation showing your right to the exemption.
- f. For all owner responses, the Owner must provide proof of service by first class mail or in person of the response and any supporting documents on the tenants of all units affected by the petition. (Note that if the supporting documents exceed 25 pages, the Owner is not required to serve the supporting documents on the affected tenants provided that the owner petition was served as required and the petition or attachment indicates

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<sup>1</sup> See O.M.C. § 8.22.090 (B).

<sup>2</sup> See O.M.C. § 8.22.500.

<sup>3</sup> This can be done initially by affirming that all notices have been sent but may require additional evidence if the statement is contested.

that the additional documents are or will be available at the RAP and that the Owner will provide copies of the supporting documents to the tenant upon written request within 10 days.)

The response that you attempted to file was incomplete. The chart below indicates what is missing from your filing:

Name of Document	Needed
Proof of service of the response (and attachments where required) by first class mail or in person on all tenants in units affected by the response	X
Proof of payment of Business License Tax.	X
Proof of payment of the RAP Fee.	X

You have 30 days from the date of the mailing of this letter to provide a completed response. If you do not do so, your response will be dismissed. Since your response is incomplete, the RAP cannot accept the response, and any scheduled hearing will be postponed, if scheduled to occur in less than 30 days.

If you have any questions or concerns, consult RAP by email or phone. The email address is [blothlen@oakalndca.gov](mailto:blothlen@oakalndca.gov), and the telephone number is 510-238-3721.

Dated: February 28, 2023

*Brittani Lothlen*

---

City of Oakland  
Rent Adjustment Program

**PROOF OF SERVICE**

**Case Number: T23-0019**

**Case Name: Barragen et al v. Mead Holding 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**

Notice of Incomplete Owner Response

**Owner**

Ahmed Said  
Mead Holding LLC  
2400 Market Street, Suite B  
Oakland, CA 94607

**Tenant**

Reyes Ornelas  
2031 69th Avenue, Unit C  
Oakland, CA 94621

**Tenant**

Maria Barragan  
2031 69th Avenue, Unit C  
Oakland, CA 94621

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 **February 28, 2023** in Oakland, California.

*Brittini Lothlen*

\_\_\_\_\_  
Brittini Lothlen

Oakland Rent Adjustment Program

**000054**

**From:** [Lothlen, Brittni](#)  
**To:** [Ahmed Said](#)  
**Bcc:** [Lambert, Elan](#)  
**Subject:** Re: T23-0019, Barragan v. Mead Holding LLC  
**Date:** Friday, March 3, 2023 2:47:54 PM  
**Attachments:** [Notice of Incomplete Owner Response T23-0019 2023.02.28.pdf](#)

---

Respondent Said:

Thank you for your email.

Your email correspondence has been saved to the case file and forwarded to the assigned hearing officer.

Please note there are no amendments allowed to a property owners response. Additionally, your property owner response received on February 1<sup>st</sup>, 2023 remains incomplete.

Please find a copy of the Notice of Incomplete Owner Response that was mailed from our office on February 28, 2023, attached to this email.

Best regards,

**Brittni Lothlen**

*Rent Adjustment Program Assistant*

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:** Ahmed Said <ahmedmead@gmail.com>  
**Date:** Friday, March 3, 2023 at 9:52 AM  
**To:** Lothlen, Brittni <BLothlen@oaklandca.gov>  
**Subject:** Case No. T23-0019 Barragan v. Mead Holding LLC

[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.

Greetings,

The following message is an addition to the response we previously submitted on January 31st. The

**000055**

reason why the rent was \$1,300 is because Reyes Ornelas and I had a verbal agreement for him to pull out the garbage bins every Monday for all 6 units, and to keep the front and backyard clean. For this purpose, he received discounted rent. When the service was no longer being provided as agreed upon, we wrote to all tenants informing them to pull out their own garbage bins, and that we'd clean around the property. Also, the tenant (Maria and Reyes) grew frustrated because we provided them a storage room for free, and they had electricity attached (an extra refrigerator) attached to our house meter, so we notified them through text that we were going to need that area to expand the laundry room for all tenants, in which we did. We gave them a proper 60 day notice beforehand for the rent increase. Additionally, they also had 7 people living in the unit which cost us more water, but we never complained. Lastly, 10% of any upgrades to a building is supposed to be passed on to the tenants as we put in a brand new roof, and provided them with a new balcony door. Therefore, we increased the rent with fairness. Feel free to contact me if there are any questions  
Thank you

**From:** [Lothlen, Brittni](#)  
**To:** [Ahmed Said](#)  
**Subject:** Re: T23-0019, Barragan v. Mead Holding LLC  
**Date:** Wednesday, March 8, 2023 2:17:41 PM  
**Attachments:** [Amended Notice of Remote Settlement Conference and Hearing Zoom Link T23-0019 2023.03.07.pdf](#)

---

Respondent Said:

Thank you for your email.

Answers to your questions:

1. Please re-submit the owner response with the missing information.
2. An owner filing a response must submit evidence of a current business license and payment of the RAP fee. If you do not have the documents requested, you may contact the Business Tax Office by email at [BTWebSupport@oaklandca.gov](mailto:BTWebSupport@oaklandca.gov), or by phone at (510) 238-3704, for further assistance.  
When paying online through the website, It has an option to print the Business License Online payment receipt. We need a receipt of acknowledgement showing proof that you paid your **2023** Business License and Rap fee.
3. You may email me directly once the documentation is corrected.
4. The hearing has been rescheduled to April 12<sup>th</sup>, 2023. Please find the Amended Notice of Remote Settlement and Conference attached to this email.

Best,

**Brittni Lothlen**

*Rent Adjustment Program Assistant*

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:** Ahmed Said <ahmedmead@gmail.com>

**Date:** Wednesday, March 8, 2023 at 10:04 AM

**000057**

To: Lothlen, Brittni <BLothlen@oaklandca.gov>

Subject: Re: T23-0019, Barragan v. Mead Holding LLC

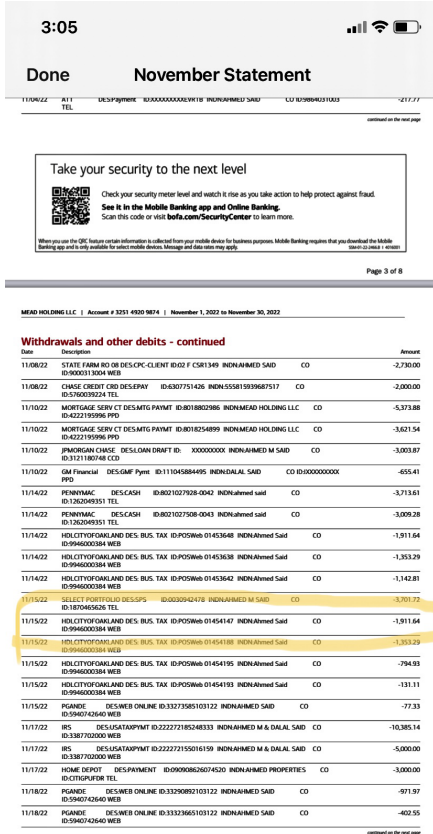
Hello Brittni,

Please confirm that these responses were received. We are awaiting your response.

Thank you

On Sun, Mar 5, 2023 at 1:44 PM Ahmed Said <ahmedmead@gmail.com> wrote:

Attached is a screenshot of my bank account indicating proof of payment for the city business tax at 2031 69th ave. Also the business tax certificate that I previously sent is attached



On Sat, Mar 4, 2023 at 11:36 AM Ahmed Said <ahmedmead@gmail.com> wrote:

We mailed the tenant a letter. Whether they received it or not, or act like they did not receive it, we sent it

On Fri, Mar 3, 2023 at 3:46 PM Ahmed Said <ahmedmead@gmail.com> wrote:

Hi,

I have a few questions that I wanted to ask for clarification

1. Do I need to submit a new response to the hearings unit, or can I re-submit the previous one with the info I was missing?
2. The RAP fee is included with the business license tax when paying online through the

000058



website. Can I just send a screenshot of my bank account (the payment method I used to pay for the business tax in 2022)? Because there isn't a separate receipt showing the RAP fee of \$101 per unit.

3. Who do I email once all of the documentation is corrected?

4. Will the hearing remain on March 13th, or will it get postponed because of the incomplete response?

On Fri, Mar 3, 2023 at 2:47 PM Lothlen, Brittini <[BLothlen@oaklandca.gov](mailto:BLothlen@oaklandca.gov)> wrote:

Respondent Said:

Thank you for your email.

Your email correspondence has been saved to the case file and forwarded to the assigned hearing officer.

Please note there are no amendments allowed to a property owners response. Additionally, your property owner response received on February 1<sup>st</sup>, 2023 remains incomplete.

Please find a copy of the Notice of Incomplete Owner Response that was mailed from our office on February 28, 2023, attached to this email.

Best regards,

**Brittini Lothlen**

*Rent Adjustment Program Assistant*

City of Oakland

Department of Housing and Community Development

Rent Adjustment Program

250 Frank H. Ogawa Plaza, Suite 5313

Oakland, CA 94612

[BLothlen@oaklandca.gov](mailto:BLothlen@oaklandca.gov)

[www.oaklandca.gov/RAP](http://www.oaklandca.gov/RAP)

---

**From:** Ahmed Said <[ahmedmead@gmail.com](mailto:ahmedmead@gmail.com)>

**Date:** Friday, March 3, 2023 at 9:52 AM

**To:** Lothlen, Brittini <[BLothlen@oaklandca.gov](mailto:BLothlen@oaklandca.gov)>

**Subject:** Case No. T23-0019 Barragan v. Mead Holding LLC

[EXTERNAL] This email originated outside of the City of Oakland. Please do not click links

**000059**

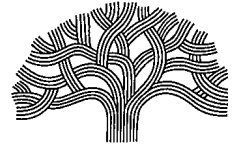
or open attachments unless you recognize the sender and expect the message.

Greetings,

The following message is an addition to the response we previously submitted on January 31st. The reason why the rent was \$1,300 is because Reyes Ornelas and I had a verbal agreement for him to pull out the garbage bins every Monday for all 6 units, and to keep the front and backyard clean. For this purpose, he received discounted rent. When the service was no longer being provided as agreed upon, we wrote to all tenants informing them to pull out their own garbage bins, and that we'd clean around the property. Also, the tenant (Maria and Reyes) grew frustrated because we provided them a storage room for free, and they had electricity attached (an extra refrigerator) attached to our house meter, so we notified them through text that we were going to need that area to expand the laundry room for all tenants, in which we did. We gave them a proper 60 day notice beforehand for the rent increase. Additionally, they also had 7 people living in the unit which cost us more water, but we never complained. Lastly, 10% of any upgrades to a building is supposed to be passed on to the tenants as we put in a brand new roof, and provided them with a new balcony door. Therefore, we increased the rent with fairness. Feel free to contact me if there are any questions

Thank you

000060

**ADMINISTRATIVE DECISION**

**CASE NUMBER** T23-0019

**CASE NAME:** Barragan et al v. Mead Holding LLC

**PROPERTY ADDRESS:** 2031 69th Avenue, Unit C  
Oakland, CA

**PARTIES:** Maria Barragan, Tenant

**SUMMARY OF DECISION**

The Tenant's Petition is granted.

**INTRODUCTION**

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

**BACKGROUND**

On January 23, 2023, the Tenant filed the petition herein. The petition contests rent increases alleged from \$1,000.00 to \$1,300.00, effective December 1, 2019, and from \$1,300.00 to \$1,500.00, effective December 2022, on the grounds that the rent increase exceeds the legally allowable amount.

The petition, completed under penalty of perjury, indicates that that Tenant was never given a RAP Notice,<sup>1</sup> including with the Notices of Rent Increase challenged.

The Owner filed an Owner Response on February 1, 2023. A Notice of Incomplete Owner Response was sent to the Respondent on February 28, 2023.<sup>2</sup> The Respondent was given 35 days to file the necessary documents and a proof of service of their petition. To date, no new documents were filed, no proof of service was filed, and the response was not completed. Therefore, the response cannot be considered filed and complete. Accordingly, any documentation submitted with the response is inadmissible.<sup>3</sup>

## **RATIONALE FOR ADMINISTRATIVE DECISION**

### **2019 Rent Increase**

The Rent Adjustment Ordinance (Ordinance) requires an owner to serve a RAP Notice at the start of a tenancy<sup>4</sup> and with any notice of rent increase or change in any term of the tenancy.<sup>5</sup> An owner may cure the failure to give notice at the start of the tenancy. However, a notice of rent increase is not valid if the effective date of increase is less than six months after the Tenant first receives the required RAP notice.<sup>6</sup>

It is undisputed that the Tenant moved into the subject unit in 2013. The petition was filed under penalty of perjury and states that the Tenant was not given a RAP Notice including with the Notices of Rent Increase challenged. Accordingly, there is no evidence that the Tenant received the RAP Notice at the inception of the tenancy or with the rent increases challenged. Therefore, it is found that the Tenant has not been provided with a RAP Notice. Accordingly, the Notice of Rent Increase from \$1,000.00 to \$1,300.00, is invalid. Accordingly, the legal rent for the subject unit remained at \$1,000.00.

### **2022 Rent Increase**

Oakland City Council Ordinance 13589 CMS, adopted on March 27, 2020, states as follows at Section 4: .

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<sup>1</sup> Notice to Tenants of the Residential Rent Adjustment Program.

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

<sup>3</sup> O.M.C. Section 8.22.070(C). Santiago v. Vega, Case

<sup>4</sup> O.M.C. Section 8.22.060.

<sup>5</sup> O.M.C. Section 8.22.070.

<sup>6</sup> O.M.C. Section 8.22.060(C)

**Rent Increase Moratorium.**

For rental units regulated by Oakland Municipal Code 8.22.010 et seq, any notice of rent increase in excess of the CPI Rent Adjustment, as defined in Oakland Municipal Code Section 8.22.020, shall be void and unenforceable if the notice is served or has an effective date during the Local Emergency, unless required to provide a fair return. Any notice of rent increase served during the Local Emergency shall include the following statement in bold underlined 12-point font: **“During the Local Emergency declared by the City of Oakland in response to the COVID-19 pandemic, your rent may not be increased in excess of the CPI Rent Adjustment (3-5% until June 30, 2020), unless required for the landlord to obtain a fair return. You may contact the Rent Adjustment Program at (510.) 238—37.21 for additional information and referrals.”**

When the Rent Increase Moratorium was enacted, the CPI Rent Adjustment was 3-5%. The Moratorium clearly states that this CPI is in effect “until June 30, 2020.” As of July 1, 2022, the CPI Rent Adjustment is 3%. The Local Emergency remains in the City of Oakland. Therefore, increasing the Tenant’s base rent above 3%, or \$30.00, violates the Moratorium. Therefore, the Owner’s Notice of Rent Increase of \$200.00 is invalid. Additionally, the Notice of Rent Increase did not include the required statement in bold, underlined 12-point font, and is likewise on this basis invalid as well.

Notwithstanding, whether the Tenant was served the RAP Notice with the 2022 Rent Increase, the increase would still be invalid since the amount of the increase violated the Moratorium. Accordingly, the legal rent for the subject unit remained at \$1,000.00.

**ORDER**

1. Petition T23-0019 is granted.
2. The legal rent for the subject unit remains \$1,000.00.



3. The 2019 and 2022 rent increases are not valid. The legal rent for the subject unit remains at \$1,000.00. If the Tenant paid an amount over the legal rent for the subject unit, the parties are instructed to calculate the total rent overpayment and deduct the credit amount in thirty or fewer monthly installments from the Tenant's monthly rent after this decision becomes final. The decision becomes final if no party files an appeal within 20 days after the decision is mailed to the parties.

4. The Remote Settlement Conference and Hearing, scheduled for April 12, 2023, is canceled.

**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 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: April 5, 2023

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Élan Consuella Lambert  
Hearing Officer  
Rent Adjustment Program

**PROOF OF SERVICE**

**Case Number: T23-0019**

**Case Name: Barragen et al v. Mead Holding 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**

Administrative Decision

**Owner**

Ahmed Said  
Mead Holding LLC  
2400 Market Street, Suite B  
Oakland, CA 94607

**Tenant**

Reyes Ornelas  
2031 69th Avenue, Unit C  
Oakland, CA 94621

**Tenant**

Maria Barragan  
2031 69th Avenue, Unit C  
Oakland, CA 94621

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **April 6, 2023** in Oakland, California.

*Brittni Lothlen*

Brittni Lothlen

Oakland Rent Adjustment Program

**000065**

 <b>CITY OF OAKLAND</b>	<b>CITY OF OAKLAND</b> <b>RENT ADJUSTMENT PROGRAM</b> 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612-0243 (510) 238-3721 CA Relay Service 711 <a href="http://www.oaklandca.gov/RAP">www.oaklandca.gov/RAP</a>	For Rent Adjustment Program date stamp.

## APPEAL

<b>Appellant's Name</b> Ahmed Said		<input checked="" type="checkbox"/> <b>Owner</b> <input type="checkbox"/> <b>Tenant</b>
<b>Property Address (Include Unit Number)</b> 2031 69th Avenue, Unit C, Oakland, Ca 94621		
<b>Appellant's Mailing Address (For receipt of notices)</b> 2400 Market St Suite B, Oakland, Ca 94607		<b>Case Number</b> T23-0019
		<b>Date of Decision appealed</b> April 18th, 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.)*

- 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 April 18th, 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>	Maria Barragan
<b>Address</b>	2031 69th Avenue, Unit C
<b>City, State Zip</b>	Oakland, Ca 94621
<b>Name</b>	Reyes Ornelas
<b>Address</b>	2031 69th Avenue, Unit C
<b>City, State Zip</b>	Oakland, Ca 94621

	4/18/23
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SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE

DATE



**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 to Tenants' Submission (Case No. T23-0019)  
(insert name of document served)  
 And Additional Documents

and (write number of attached pages) 25 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	Maria Barragan
Address	2031 69th Avenue, Unit C
City, State, Zip	Oakland, Ca, 94621

Name	Reyes Ornelas
Address	2031 69th Avenue, Unit C
City, State, Zip	Oakland, Ca, 94621

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	

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.



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 \_\_\_/\_\_\_/\_\_\_ (insert date served).

Ahmed Said

PRINT YOUR NAME



SIGNATURE

04/18/23

DATE

**Appeal to Tenant Submission**

Pages 1-6	Response to appeal decision
Page 7	Email/photo of letter to tenant
Pages: 8-9	Copies of Roofing Work Order & Invoice
Pages 10-13	Picture of roof/work completed
Page 14	Extension cord
Page 15	New Balcony Door
Pages 16-20	Texts & photos of tenants not meeting their end of agreement
Pages 21-22	Unpermitted structure built without consent
Pages 23-25	Article for allowable increases per city website

**Response to Appeal Decision**

**Case Number: T23-0019**

**Case Name: Barragen et al v. Mead Holding LLC**

**F) I was denied a sufficient opportunity to present my claim because a decision was made without giving me an opportunity to be heard.**

**BACKGROUND**

Where does it show that Reyes and Maria were paying \$1,000 for monthly rent when they moved in? The reason we are appealing this is because the tenants and I had an agreement when they first moved in that the monthly rent would be \$1,300, but if they were to pull out the garbage bins every Monday for all 6 units, and keep the front and backyard clean, then they would pay \$1,000, **only if** they were able to hold up their end of the agreement.

Also, we provided the tenants (Maria and Reyes Ornelas) a storage room for free, and they grew frustrated when we **requested** that extra storage space to expand the laundry room for the building. We then notified them through text that we were going to need that area to expand the laundry room for all tenants, which we did.

1. When the service was no longer being provided as agreed upon, we wrote to all tenants informing them to pull out their own garbage bins, and that we'd clean around the property.
2. The tenants had an extra refrigerator attached to our house meter using an extension cord without our consent. The extension cord poses a high risk as it could have led to a fire endangering the lives of those around them, and an increase in our monthly electricity bill.
3. The tenants also had 7 people living in the unit which cost us more water, but we never complained.
4. Since 2031 69th avenue is a commercial property, the fire department conducts an annual inspection in search of any violations that put individuals at risk. The tenants built a structure on the balcony without consent, and that structure was cited as a violation by the fire department.
5. Each unit has ONE parking spot allocated to them for their use, allowing them to park up to one vehicle in the parking lot. The Barragen family have violated this several times as they park their vehicles in prohibited areas, given that there is a parking spot already provided to them. All tenants with more than 1 vehicle must use street parking.
6. Capital improvements to a building shall be passed on to the tenant as a prorated charge. A landlord is able to increase the rent due to capital improvements made

to the building. In November 2022, we changed the roof, windows, balcony door, and made repairs for a total of \$40,000. In the article titled "Learn More About Allowable Rent Increases", uninsured repair costs are losses that are not reimbursed to the property owner related to disasters. We made several upgrades to the property in preparation for the record breaking rainstorms to ensure our tenants' living space(s) were tolerable.

#### **Rent Increase Moratorium**

1. At the inception of their tenancy, we provided the tenants with an RAP notice. The tenants claiming that they were not able to retain the notice that was provided to them may be due to the fact that they moved in 10 years ago. A final decision was made that "the rent increase" in 2019 is invalid. This decision was unfair because the rent was not increased, it was set back at its original amount.
2. **In response to page 5 of 22:**
  - As stated before, the rent was not increased. The monthly rent was set back to its original amount that we agreed to when they moved in, at \$1,300.00 well before the rent increase moratorium was in effect. In 2019, we provided the tenants with a 60 day notice that the rent would return to its original amount of \$1,300 because they were no longer providing their services. We presented the tenants with an official 60 day notice because we are aware that notifying tenants for any purpose must be done in writing.

#### **H) Other**

- I have been denied a fair investigation because the tenants and I had an initial agreement when they first moved in that the rent due each month would be \$1,300. We had a verbal agreement that their rent payable for each month would be \$1,000 **IF** they provided those services. Once the services weren't provided any longer, we provided the tenants with a notice over 60 days prior to the amount going into effect. We **DID NOT** increase the rent to \$1,300, rather the rent was set back to its original amount that we agreed to when they first moved in.
- According to page 3 of the Proof of Service from the tenant, it is stated that the notice of rent increase is not in bold, or 12 point font, which is false. We specifically bolded the notice of rent increase statement, and used 12 point font on both letters. We issued the tenants two letters: one in English, and another in Spanish because Spanish is their primary language. Providing a letter in both languages was to ensure effective communication. Nothing was withheld from them because we did nothing wrong.

**Increased housing service costs**

- Attached below is a breakdown of operating expenses due to keep the building running, and to allow all utilities to function and meet the needs of our tenants. Please refer to the **Increased housing service costs** attached on pages 23-25.

**2022 Expenses**

1. PG&E Monthly Bill: \$400.00  
PG&E bill Annually: \$3,600
2. EBMUD Monthly Bill: \$450.00  
EBMUD Bill Annually: \$5,400.00
3. Waste Management Monthly Bill: \$376.23  
Waste Management Annually: \$4,514.76
4. Property Tax Monthly: \$1,298.64  
Property Tax Annually: \$15,583.78
5. City Tax Monthly: \$159.30  
City Tax Annually: \$1,911.64
6. Rent Adjustment Program: \$101 per unit  
(6 units) : \$606.00
7. Property Insurance Monthly: \$208.33  
Property Insurance Annually: \$2,500
8. Mortgage Expense Monthly: \$2,800  
Mortgage Expenses Annually: \$33,600
9. Pest Control Per Month: \$100  
Pest Control Per Year: \$1,200
10. Landscaping Per Month: \$100  
Landscaping Per Year: \$1,200
11. MGMT fees Per month: \$400  
MGMT fees per year: \$4,800

12. Software Subscription month: \$50.00  
Software Subscription Per Year: \$600

**Monthly Expenses Total: \$6,393.00**

**Annual Expenses Total: \$75,516.18**

-How can the rent be set at \$1,000 after 10 years without any increases? During the pandemic, city officials allowed tenants to withhold rent for months, or even years at a time, but landlords were still expected to pay City tax, RAP fee, and other taxes. It's unfortunate that city officials sitting behind a desk are able to make final decisions for a landlord, or any business owner without taking the full story into account.

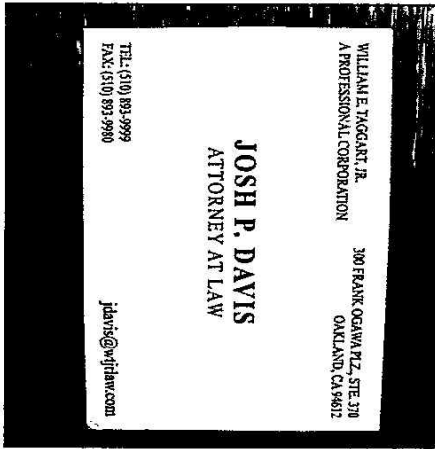
-On September 24, 2022, we notified the tenants through letters in both Spanish and English that the rent would be increased from \$1,300 to \$1,500 due to increased operating expenses, giving them over 60 days. According to the City of Oakland article titled "Learn More About Allowable Rent Increases", rent increases that exceed the CPI increase may be justified for:

1. CPI, banking, and capital improvements can be passed through as a rent increase in a single petition.
2. Landlords cannot apply a rent increase based on a CPI increase with an increase based on increased housing service costs or fair return. Increased housing service costs or fair housing justifications replace the CPI increase. Refer to the attachment on pages 23-25.

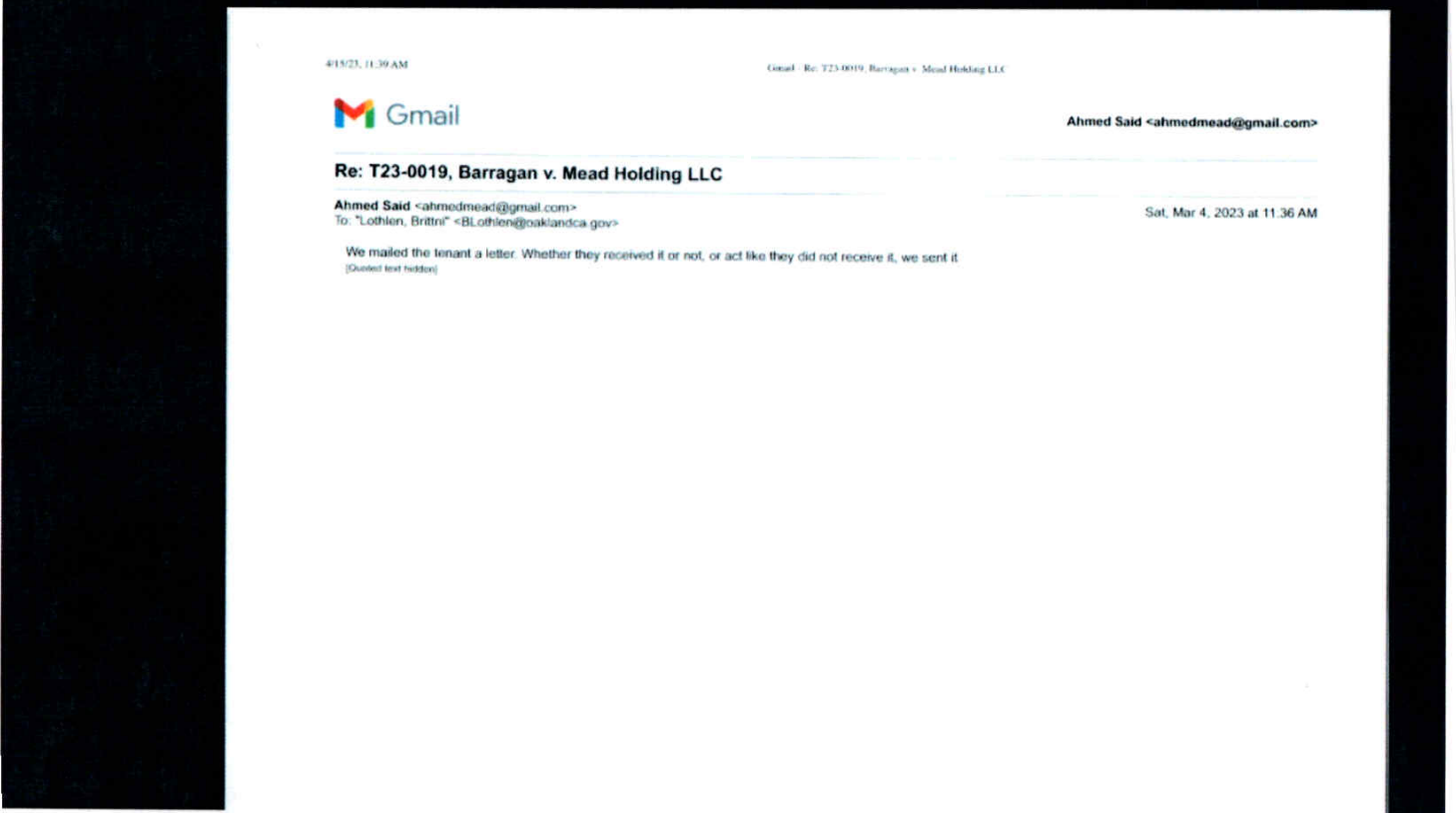
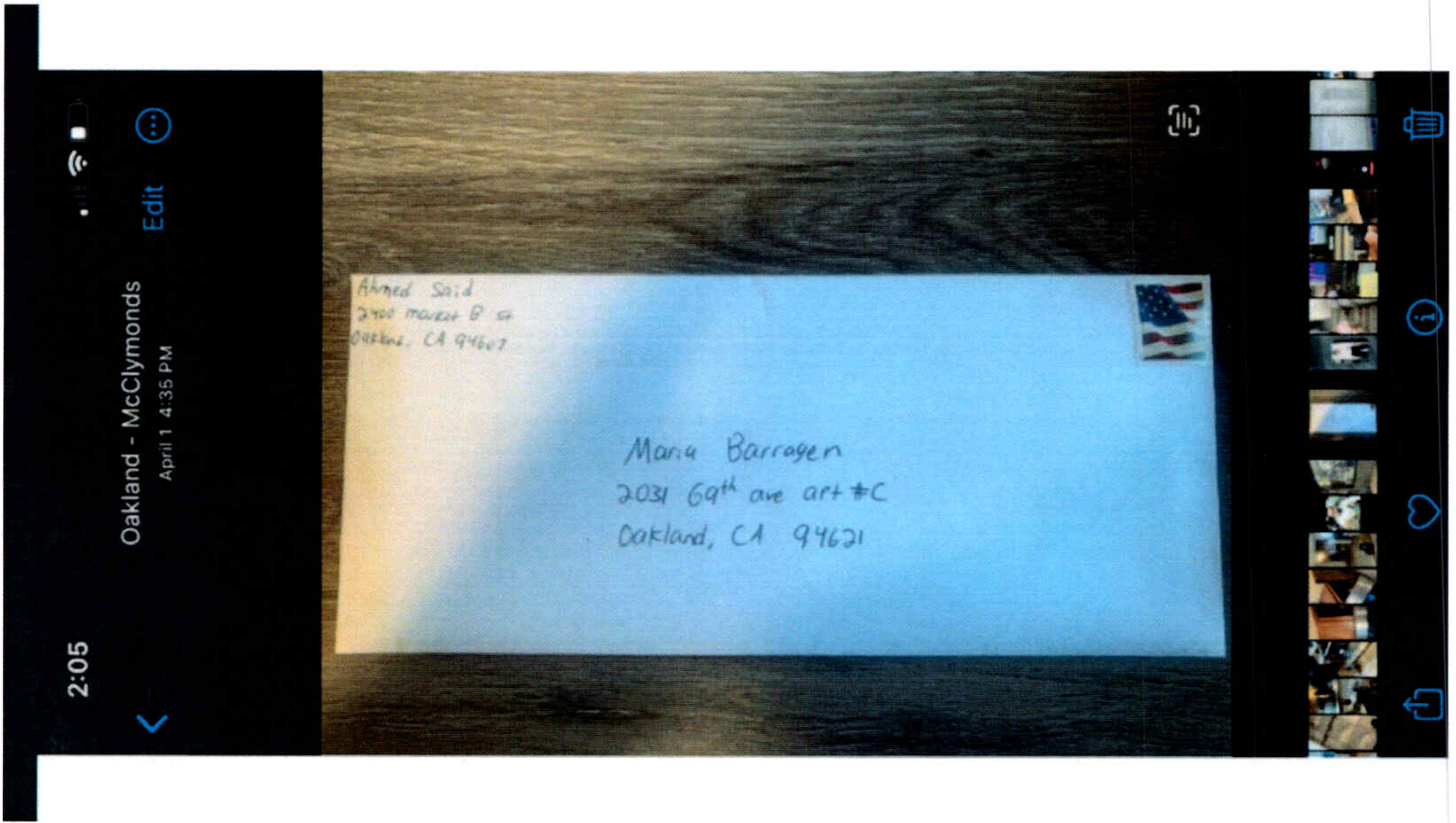
**In response to page 22 of 22:** In July 2022, Maria Barragan requested a letter from me claiming that she needed a letter of proof from her landlord for immigration purposes. I was only doing Ms. Barragan a favor so that she wouldn't encounter any issues regarding her immigration status. She fraudulently used immigration as an excuse to receive a recommendation letter from me, that is now being used against me.

**Closing Statement:** We ask that you please do not make a decision without speaking to us. We are appealing because we did everything within the law, and our zoom meeting scheduled for Wednesday, April 12th regarding the landlord/tenant hearing was canceled without proper notice. We were on zoom for 30 minutes for the scheduled hearing, but heard nothing back from the hearing officer. A final decision was sent through the mail without speaking to the landlord, so we ask that if our appeal is not granted, you may discuss further with my attorney.

- Name: Josh P. Davis
- Phone: (510) 207-2472







**Mead Property Mgmt**  
2400 Market St suite B  
Oakland, CA 94607  
Phone - (510) 812-3277

**To:**  
**Migael**  
  
Phone - (510) 200-1509

Work Order #	7-1
Status	Assigned
Created On	11/14/2022
Estimate Requested On	11/15/2022
Estimate Amount	\$26,600.00
Estimated On	11/16/2022
Scheduled On	11/18/2022
Completed On	11/23/2022
Job Site	2031 69th ave 2031 69th ave Oakland, CA 94621
Pet(s)	--

**Tenant(s)**

No Current Tenant

**Tenant Availability**

Date	Time
--	--

**Description**

Need to replace the roof for the property because the raining season is approaching. Migael will be available to start the work around November 18th.

**Vendor Instructions**

Company Name: MEX SOLUTIONS  
Phone Number: (510) 200-1509

Created By: Bessery Said  
 Authorized By: [Signature]  
 Signed By: [Signature]  
 Dated By: 11/25/22  
 Invoice #: \_\_\_\_\_

Technician's Notes:

MEX SOLUTIONS

ROOFING INVOICE

LIC # 944015  
2685 D ST  
HAYWARD CA 94541  
(650) 520-4816

DATE <b>11/25/22</b>		PROPOSAL NO	
OWNER/BUYER NAME <b>Ahmed Said</b>		OWNER S	
OWNER S CITY STATE & POSTAL CODE <b>2031 69th AVE</b>		OWNER S HOME PHONE <b>(510) 812-3277</b>	OWNER S WORK PHONE
PROJECT NAME		PROJECT ADDRESS	
PROJECT CITY STATE & POSTAL CODE <b>Oakland, Ca 94621</b>		PROJECT PHONE	PROJECT PHONE 2
CONSTRUCTION TO BEGIN	CONTRACT COMPLETION DATE	DATE OF PLANS	ARCHITECT
			ENGINEER

We hereby propose to furnish the following work:

We did an inspection on the roof, and determined that it needed to be changed. We replaced the entire roof. It has a 25 year warranty.

PROPOSED PAYMENT: Owner agrees to pay Contractor a PROPOSED total cash price of \$ **26,600.00** Dollars. OWNER represents that this agreement is a cash transaction wherein no financing is contemplated and contractor acts in reliance on said representation.

THE PAYMENT SCHEDULE WILL BE AS FOLLOWS:

- Down payment of \$ **\$7,000.00**
- Payment schedule as follows:  
**\$7,000.00 on 11/20, and the remaining \$12,600 due when the work is complete**

THIS IS A BID PROPOSAL WITH A GENERAL DESCRIPTION OF THE PROJECT AND COST. IF THE BID PROPOSAL IS ACCEPTED, A MORE FORMALIZED CONTRACT WILL BE PREPARED PROVIDING DETAILED TERMS AND CONDITIONS INCLUDING ALL YOUR RIGHTS AND YOUR RIGHT TO CANCEL.

ACCEPTANCE OF PROPOSAL

You are hereby authorized to return a formal contract between us to accomplish the work described in the above proposal, for which the undersigned agrees to pay the amount stated in said proposal and according to the terms thereof.

<u>Gerardo Godinez</u>	<u>11/25/22</u>		
Contractor/Seller Signature	Date	Owner/Buyer Authorized Signature	Date
Contractor/Seller Signature	Date	Owner/Buyer Authorized Signature	Date





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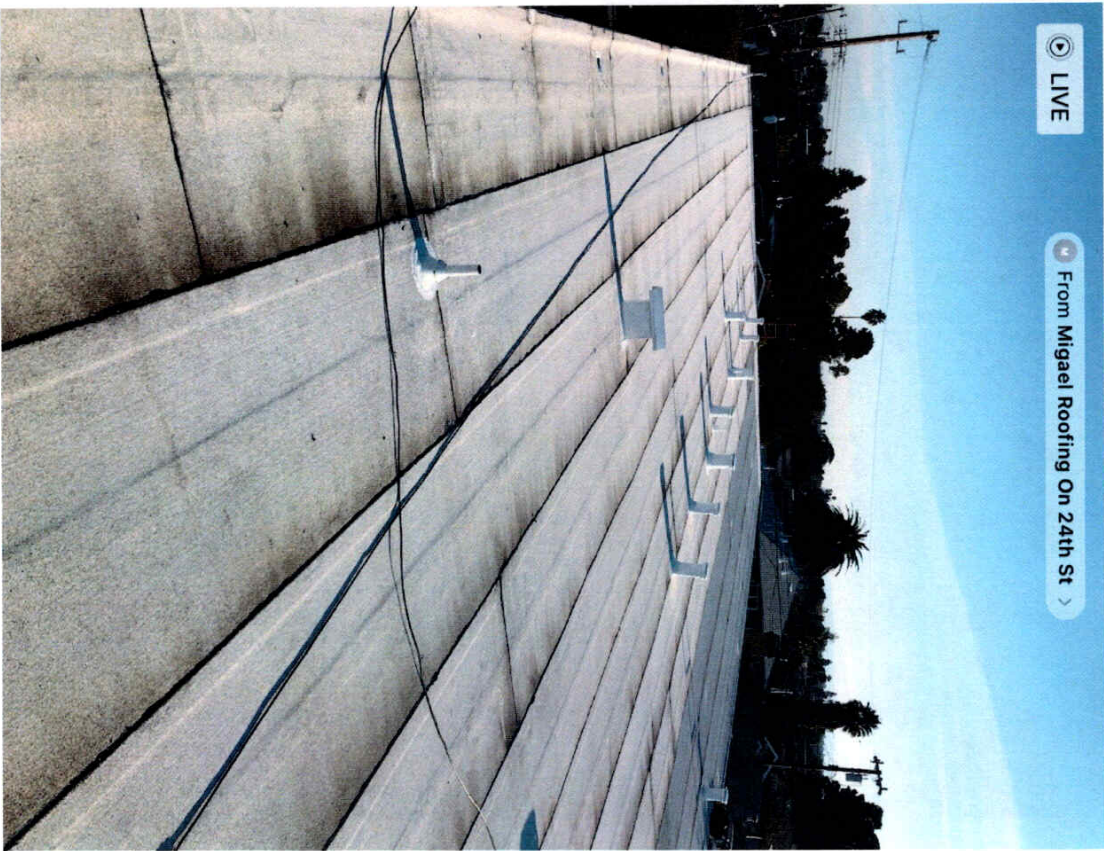


Oakland - Hegenberger  
November 21, 2022 at 11:29:38 AM · 28,975 of 31,102



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From Migael Roofing On 24th St >

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28,998 of 31,102

Save Shared Photo



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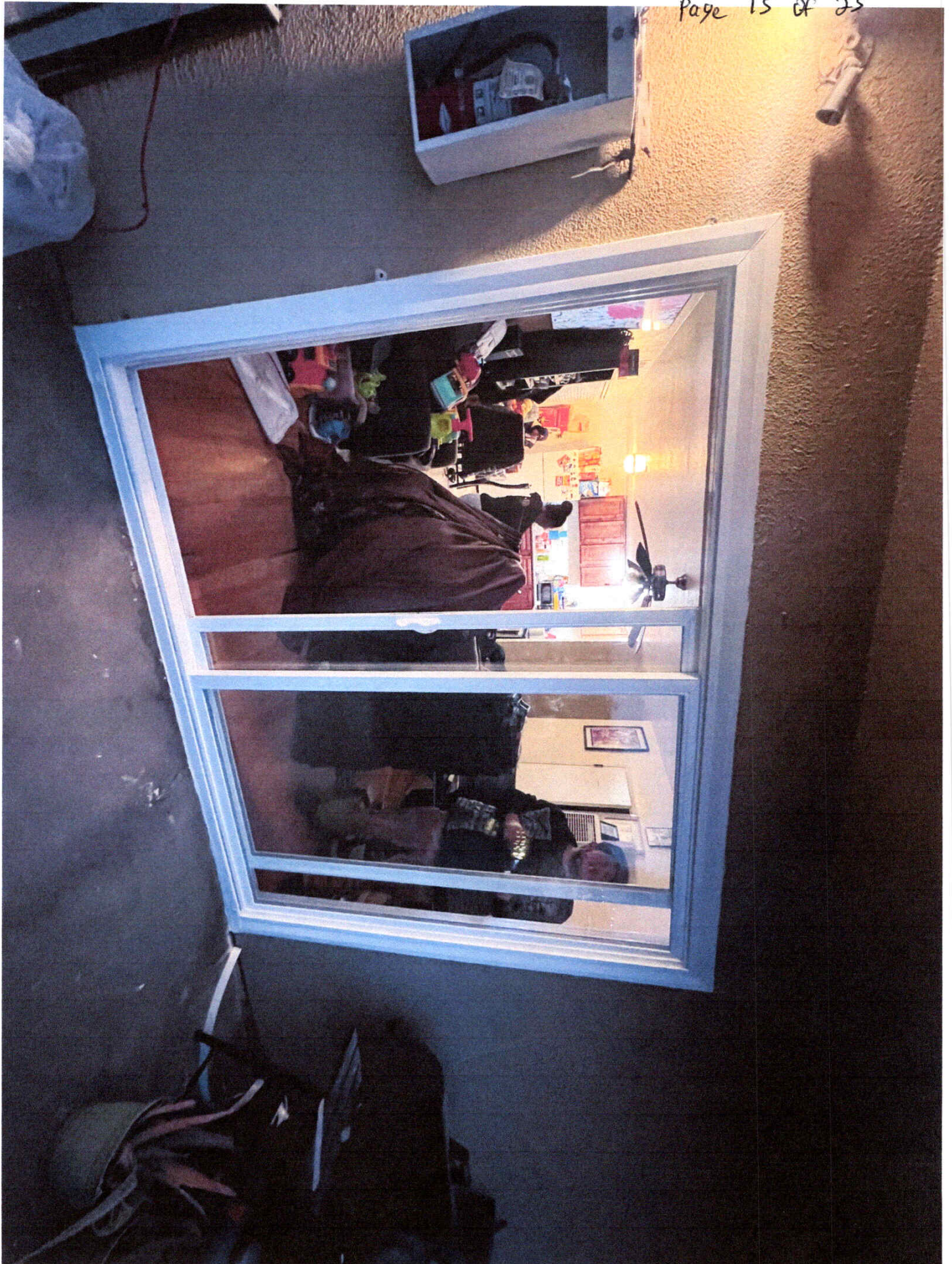


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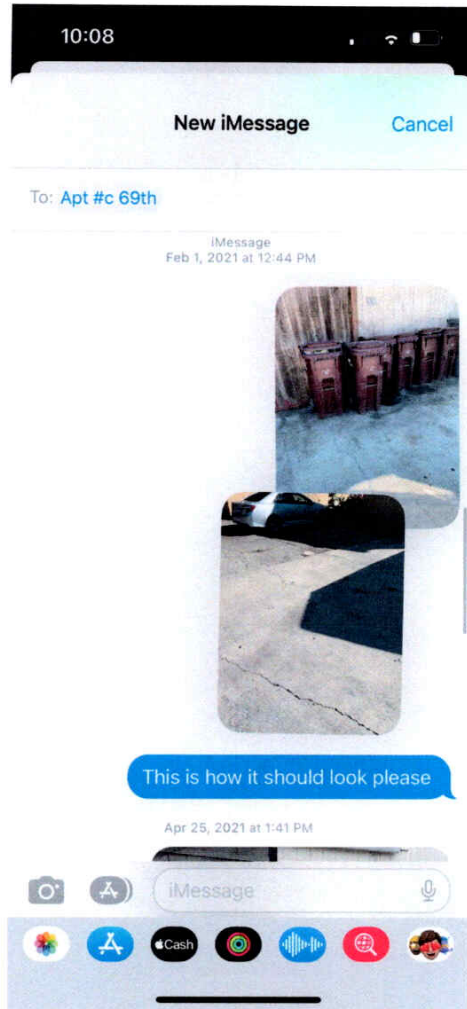
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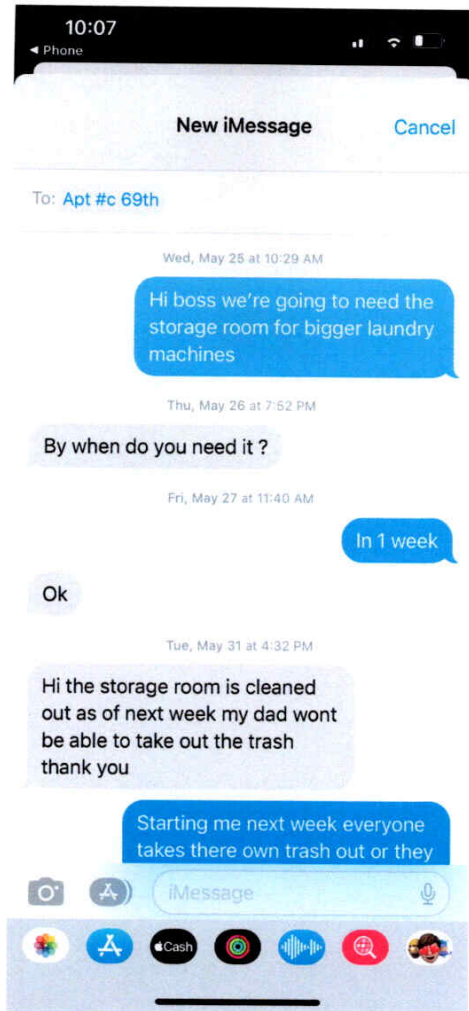












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Page 18 of 25





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page 19 of 25

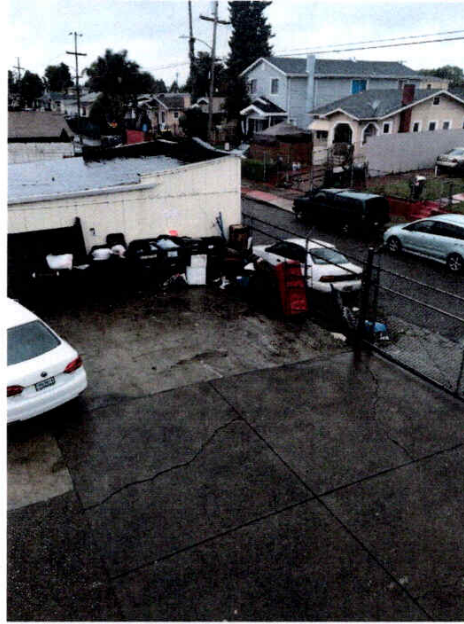


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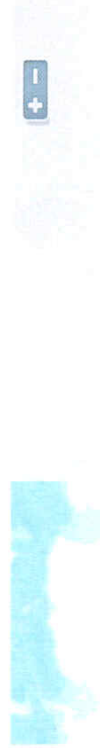
Home Building Planning Enforcement Fire

File a Complaint/Register a Property Search Complaint Records

Record 1704847:  
Housing Habitability Complaint  
Record Status: Violation Verified

Record Info Custom Component

2031 69TH AVE \*  
94621



Case Description:

Apartment building. Possibly structural support and bracing was done without permits.

More Details



The “CPI rate” takes effect on each July 1 and remains in effect through June 30 of the following year. A property owner can raise rent above the CPI rate, based on certain justifications.

- Banking
- Increased housing service costs
- Capital improvements
- Uninsured repair costs
- Fair return

## **Banking**

Banking refers to deferred allowed annual rent increases. Annual rent increases that were not applied either fully or completely, can be applied in future years. Property owners may defer applying annual rent increases up to 10 years. Rent increases that were not imposed within 10 years expire. If challenged, evidence of the rental history of the subject unit is required.

- [Banking Rent Increase Calculator Instructions](#)
- [Banking Rent Increase Calculator](#)

## **Increased housing service costs**

Housing service costs are expenses for services provided by the property owner. The costs are related to the use of a rental unit. These costs are also known as “operating expenses”.

If a tenant challenges a rent increase, the landlord must present evidence to prove all claimed expenses. Staff will compare the most recent two years of operating expenses to determine if a rent increase is justified. The calculation in both years must provide a reasonable comparison of all expenses. You may not isolate any

single expense.

Expenses considered include:

1. Business license and insurance,
2. Utilities (electricity, gas, water, garbage)
3. Maintenance and repairs
4. Managerial costs
5. Other legitimate annually recurring expenses to operate the rental property, except debt service

- [Increased Housing Costs Rent Increase Calculator](#)

## Capital improvements

Capital improvements include improvements to the property. A landlord may apply a rent increase to reimburse themselves for property improvements that benefit the tenants. Reimbursement is limited to 70% of the cost of the improvement amortized over its useful life. Property owners must also show that these costs were paid. Examples include: copies of receipts, invoices, bid contracts or other documentation.

- [Capital Improvements Rent Increase Calculator Instructions](#)
- [Capital Improvements Rent Increase Calculator](#)

## Uninsured repair costs

Uninsured repair costs are losses that are not reimbursed to the property owner. These losses are related to damage from fire, earthquake, or other disasters. These costs must be associated with repairs to meet state or local laws. An increase for uninsured repairs is calculated the same way as an increase for capital improvements.

## Fair return

A property owner may submit evidence to show that without the requested rent increase he or she is being denied a fair return on the investment. A property owner must show that the return on the investment is less than the return for an investment of similar risk.

The property owner is required to provide three things.

1. Proof of the amount of investment
2. Evidence of the return from other investments of similar risk
3. An analysis of the rate of return from the rental property, including any appreciation in the value of the property.

Rent increases that exceed the CPI increase may be justified for one or more of the reasons listed. Owners may use more than one justification to increase the rent at the same time.

- CPI, banking, and capital improvements can be passed through as a rent increase in a single petition.
- Landlords cannot apply a rent increase based on a CPI increase with an increase based on increased housing service costs or fair return. Increased housing service costs or fair housing justifications replace the CPI increase.

Rent increases that exceed the CPI increase may be valid for one or more of the reasons. Owners may combine more than one justification to increase the rent at the same time.

- Owners can combine CPI, banking, and capital improvements for a rent increase in one petition.
- Landlords cannot combine CPI with increased housing service costs or fair return.
- Increased housing service costs or fair housing justifications replace the CPI increase.

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5 *Attorney for Tenant-Respondent Maria Barragan*

6 **OAKLAND RENT ADJUSTMENT PROGRAM**

7  
8 BARRAGAN, ET AL.,

9 Tenant-Respondent,

10 vs.

11 MEAD HOLDING LLC,

12 Property Owner-Appellant.

Case No.: T23-0019

**TENANT-RESPONDENT MARIA  
BARRAGAN'S REPLY BRIEF IN  
SUPPORT OF TENANT PETITION**

13  
14 Tenant-Respondent Maria Barragan hereby submits this brief in response to Appellant  
15 Mead Holding LLC's appeal brief.

16 **I. FACTS AND PROCEDURAL HISTORY**

17 In notices dated September 12, 2019, and December 1, 2019, Tenant-Respondent Maria  
18 Barragan ("Tenant") received a rent increase from Appellant Ahmed Said (doing business as  
19 Mead Holding LLC) ("Owner"), which imposed an increase from \$1,000.00 per month to  
20 \$1,300.00 per month (the "2019 Rent Increase"). On September 24, 2022, Tenant received  
21 another rent increase notice from Owner, raising Tenant's rent from \$1,300 per month to  
22 \$1,500 per month (the "2022 Rent Increase"). Tenant has paid the corresponding demanded  
23 amounts for both the 2019 and 2022 Rent Increases, as demonstrated in the Tenant Evidence  
24 Submission in this action. Neither the 2019 Rent Increase nor the 2022 Rent Increase included  
25 proper notice, and both were in excess of the allowable CPI Rent Adjustment.  
26  
27  
28







1 Furthermore, the Rent Adjustment Program generally falls within those requirements of  
2 California civil law. There are a variety of well-established legal principles that allow a judge  
3 or fact finder to reach a decision without a hearing, and some even without evidence. Examples  
4 include decisions on motions for judgment on the pleadings, motions for summary judgment,  
5 and motions for summary adjudication. *See, e.g.*, Cal. Code Civ. P. §§ 438, 437c. Merely filing  
6 a Response, especially one that fails to raise any genuine dispute over any material fact, does  
7 not guarantee either a tenant or a property owner a hearing. The Hearing Officer’s  
8 Administrative Decision does not constitute a denial of Owner’s opportunity to be heard.

9 **B. The 2022 Rent Increase**

10 The 2022 Rent Increase was plainly and facially unlawful, and properly invalidated by  
11 the Hearing Officer. The 2022 Rent Increase, which required an increase in Tenant’s rental  
12 payments from \$1,300 per month to \$1,500 per month, did not meet multiple requirements  
13 under the Oakland Municipal Code.

14 First, the 2022 Rent Increase Notice did not include a RAP Notice, which is required  
15 under Oakland law. Oakland Mun. Code § 8.22.070(H). Tenant provided sufficient evidence to  
16 the Hearing Officer to demonstrate this deficiency. *See* Tenant Evidence Submission, Exh. T1.  
17 Owner does not dispute this fact, and has not disputed this deficiency in either the first Owner  
18 Response; the second, delinquent, Owner Response, or in Owner’s Appeal. As such, the 2022  
19 Rent Increase Notice is invalid.

20 Second, the 2022 Rent Increase Notice did not include the rent increase moratorium  
21 statement in bold, underlined, 12-point font as required by the Oakland Moratorium. *See id.*  
22 Owner contends that “According to page 3 of the Proof of Service from the tenant [sic], it is  
23 stated that the notice of rent increase is not in bold, or 12 point font, which is false. We  
24 specifically bolded the notice of rent increase statement, and used 12 point font on both letters.”  
25 *See* Owner Appeal, p. 3. Owner misunderstands the Administrative Decision and the Oakland  
26 Moratorium. Under the Oakland Moratorium, Owner is required to provide the following  
27 statement in bold, underlined, 12-point font:

1 **“During the Local Emergency declared by the City of Oakland in response**  
2 **to the COVID-19 pandemic, your rent may not be increased in excess of the**  
3 **CPI Rent Adjustment (3-5% until June 30, 2020), unless required for the**  
4 **landlord to obtain a fair return. You may contact the Rent Adjustment**  
5 **Program at (510) 238-3721 [sic] for additional information and referrals.”**

6 Oakland Moratorium, § 4. Owner did not include this statement in the 2022 Rent Increase.

7 Instead, the only text that were provided in bolded font were “Notice of Rent Increase,”  
8 “Address,” and “Mead Holding LLC” letterhead. *See* Tenant Evidence Submission, Exh. T1.

9 Third, the 2022 Rent Increase Notice provided for a \$200 increase, which equates to an  
10 increase of over 15%. Tenant Evidence Submission, Exh. T1. This is well above the 3% CPI  
11 Rent Adjustment allowed by the City of Oakland for the relevant time period.

12 Fourth, the 2022 Rent Increase Notice stated that the increase was justified “due to high  
13 inflation rates that include increasing property and city tax, water, PG&E, as well as  
14 maintenance in addition to other factors.” *See* Tenant Evidence Submission, Exh. T1. Owner  
15 confirms such rationale in the Owner Appeal, stating that Tenant’s rent “would be increased  
16 from \$1,300 to \$1,500 due to increased operating expenses.” *See* Owner Appeal, p. 5. Owner  
17 argues that such an increase is justifiable, as the Oakland Municipal Code allows rent increases  
18 to exceed the CPI Rent Adjustment. *Id.* The Oakland Moratorium, however, prohibits rent  
19 increases in excess of the CPI Rent Adjustment on the basis of increased operating expenses  
20 during the Local Emergency. Oakland Moratorium, § 4. Further analysis of Owner’s  
21 misinterpretation of rent increases in excess of the CPI Rent Adjustment is discussed in Section  
22 D, *infra*.

23 For the foregoing reasons, the 2022 Rent Increase was properly found invalid.

### 24 **C. The 2019 Rent Increase**

25 The 2019 Rent Increase was plainly and facially unlawful, and was properly held by the  
26 Hearing Officer to be invalid. The 2019 Rent Increase required an increase in Tenant’s rental  
27 payments from \$1,000 per month to \$1,300 per month, in excess of the allowable CPI Rent  
28 Adjustment; the rent increase did not meet requirements under the Oakland Municipal Code;  
and the rent increase was not a rent set back.



1                                   **1.       The 2019 Rent Increase Did Not Include the RAP Notice**

2           It is undisputed that the 2019 Rent Increase did not include the legally required RAP  
3 Notice. *See* Tenant Evidence Submission, Exh. T2. Owner provided only the rent increase  
4 notice, itself, along with a printout from the Rent Adjustment Program website. Tenant has  
5 provided sufficient evidence to demonstrate this deficiency. Owner does not dispute the fact  
6 that no RAP notice was included with the 2019 Rent Increase, and has not disputed this fact in  
7 either the Owner Response; the second, delinquent, Owner Response; or in the Owner Appeal.

8           In his Appeal filing, Owner states, “At the inception of their tenancy, we provided the  
9 tenants with a RAP notice. The tenants claiming that they were not able to retain the notice that  
10 was provided to them may be due to the fact that they moved in 10 years ago.” This statement  
11 is problematic for several reasons.

12           First, the allegation that Owner provided Tenant with a RAP Notice at the inception of  
13 their tenancy is false. Tenant has stated in her Petition, under penalty of perjury, that she was  
14 never provided with a RAP Notice. *See* Tenant Petition, T23-0019. Tenant has not wavered  
15 from this assertion. Owner, on the other hand, has repeatedly changed his story, and has  
16 provided no evidence to support his false statement at any stage of this case. In the Owner  
17 Response dated January 31, 2023, Owner, under penalty of perjury, affirmatively checked the  
18 box stating: “I have never provided a RAP Notice.” *See* Owner Response (Jan. 31, 2023). In the  
19 second Owner Response, Owner, under penalty of perjury, affirmatively checked the box  
20 stating: “I do not know if a RAP Notice was ever provided.” *See* Owner Response (Mar. 31,  
21 2023). Owner now claims to have provided a RAP Notice at the inception of Tenant’s tenancy,  
22 contradicting Owner’s prior assertions and without providing any evidence to support his  
23 claim. Owner Appeal, p. 3. Owner has contradicted himself, under oath, and has not provided  
24 any evidence to support this claim. Accordingly, the Hearing Officer correctly found that  
25 Tenant was not given a RAP Notice at the beginning of her tenancy.

26           Second, Owner misunderstands the notice requirement. While a RAP Notice is required  
27 to be provided at the inception of a tenancy, a RAP Notice is also required to be provided with  
28

1 each rent increase notice. Oakland Mun. Code § 8.22.070(H). Even if Owner had provided  
2 Tenant with a RAP Notice at the inception of her tenancy, Owner would still be required to  
3 provide additional RAP Notices concurrently with rent increase notices. Owner did not provide  
4 the required RAP Notice with the 2019 Rent Increase and has not disputed this fact. Tenant  
5 Evidence Submission, Exh. T2. Tenant has provided sufficient evidence for the Hearing Officer  
6 to find that Owner failed in his duty to provide the required notice.

7 **2. The Increase Amount Exceeded That Allowed by Law**

8 The 2019 Rent Increase imposed an increase from \$1,000 per month to \$1,300 per  
9 month, which equates to an increase of 30%. This rent increase is illegal on its face. The 2019  
10 CPI Rent Adjustment was 3.5%. Moreover, the Oakland Municipal Code restricts rent  
11 increases based on CPI Rent Adjustments to no more than 10% in any 12-month period, and no  
12 more than 30% over any period of five years. § 8.22.070(A)(2)-(3). A rent increase of 30% is  
13 clearly improper, and the 2019 Rent Increase was correctly held to be invalid.

14 **3. The 2019 Rent Increase was an Increase and Not a Set Back**

15 Owner's contention that the 2019 Rent Increase should be considered a rent "set back"  
16 is without merit. Tenant denies Owner's account of an agreement of services in exchange for a  
17 rent reduction. Owner did not raise this issue in either of his two Owner Responses, and has  
18 provided no evidence to support such an allegation. In fact, Owner, himself, contradicts this  
19 characterization of the rent increase in the actual 2019 Rent Increase Notice.

20 In his Appeal, Owner provides that "the tenants and I had an agreement when they first  
21 moved in that the monthly rent would be \$1,300, but if they were to pull out the garbage bins  
22 every Monday for all 6 units, and keep the front and backyard clean, then they would pay  
23 \$1,000." Owner Appeal, p. 2. Owner states that such agreement was "verbal." *Id.* at p. 3.

24 Tenant denies the existence of such an agreement. Tenant's rental rate when she moved  
25 into the property in 2013 was \$1,000 per month. Tenant has never agreed to a reduced rental  
26 rate from \$1,300 to \$1,000 per month in exchange for services to Owner or at the subject  
27 property. Tenant has never agreed to a reduced rental rate in exchange for services to Owner or  
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1 at the subject property, either verbally or in writing. Owner has provided no evidence to  
2 support his claim that such an agreement existed, and Owner did not raise this argument at the  
3 proper time: in his Owner Response to the Tenant Petition.

4 Owner also states that: “In 2019, we provided the tenants with a 60 day notice that the  
5 rent would return to its original amount of \$1,300 because they were no longer providing their  
6 services.” *See* Owner Appeal, p. 3, ¶ 2. The 2019 Rent Increase Notice, however, includes no  
7 such language about the alleged services. Instead, the 2019 Rent Increase Notice states: “The  
8 rental increases will be applied *due to high inflation rates that include the increase of property*  
9 *and city tax, water, garbage, and other maintenance in addition to many other factors.*” Tenant  
10 Evidence Submission, Exh. T2 (emphasis added). The 2019 Rent Increase Notice does not  
11 include any mention of services, of an agreement, or of a set back. Moreover, the 2019 Rent  
12 Increase Notice uses almost the exact same language that Owner used in the 2022 Rent  
13 Increase. *See id.* at Exh. T1 (“The increase in rent will be applied due to high inflation rates that  
14 include increasing property and city tax, water, PG&E, as well as maintenance in addition to  
15 other factors”). Owner is attempting to characterize the 2019 Rent Increase as a rent set back,  
16 however all evidence demonstrates that the 2019 Rent Increase was merely an unlawful rent  
17 increase.

18 Owner further contradicts his set back argument, stating in the 2019 Rent Increase  
19 Notice, “Please take into consideration that rent has been \$1,000 for the past 10+ years with no  
20 increases. The California State Law allows property owners to defer applying *annual rent*  
21 *increases* for up to 10 years.” *Id.* at Exh. T2 (emphasis added). Owner was clearly attempting to  
22 bank multiple years’ worth of rent increases into a single, illegal rent increase. The fact that  
23 Owner could have increased rent lawfully during that time period does not allow Owner to do  
24 so illegally by increasing Tenant’s rent by an unlawful amount and without proper notice.  
25 Owner is either being misleading, or mischaracterizing the 2019 Rent Increase by asserting that  
26 it was based on a set back rather than what it actually was: an illegal rent increase.





1 In the present case, Owner did not file a petition with the Oakland Rent Adjustment  
2 Program before either the 2019 or 2022 Rent Increases. Owner did not receive approval from  
3 the Rent Adjustment Program to impose a rent increase in excess of the CPI Rent Adjustment  
4 before either the 2019 or 2022 Rent Increases. Owner instead took it upon himself to increase  
5 Tenant’s rent by an unconscionable amount on two separate occasions without following  
6 established and legally required procedures.

7 **E. Owner’s Appeal Includes Allegations and Arguments That Lie Beyond the**  
8 **Scope of the Underlying Petition and this Appeal**

9 Matters on appeal are limited in their scope. The Rent Adjustment Program Regulations  
10 contain an enumerated list of grounds for appeal. *See, e.g.*, Oakland Rent Adjustment Program  
11 Regulations; Oakland Municipal Code § 8.22.120. As a general rule, Appeals should not  
12 conduct evidentiary hearings or consider the introduction of new evidence. *See* Oakland Rent  
13 Adjustment Program Regulations.

14 Here, Owner attempts to include a number of arguments and accompanying evidence  
15 that lie well beyond the scope of the underlying Petition, and bear no relevance to this case.  
16 Specifically, the following allegations are irrelevant with regard to whether or not the 2019 and  
17 2022 Rent Increases were proper and legal: whether or not Owner requested that tenants at the  
18 property pull out their own garbage bins, whether or not Owner decided to begin cleaning  
19 around the property, whether or not Tenant had an extra refrigerator, the number of persons  
20 living within the subject property, whether or not a fire department violation occurred, and  
21 whether or not Tenant’s family used multiple parking spaces. Owner Appeal, p. 2, ¶¶ 1-5.  
22 Tenant reserves the right to challenge or dispute Owner’s allegations.

23 Additionally, Owner’s table of Increased Housing Service Costs is similarly irrelevant  
24 for the purposes of this appeal. The issue of whether or not Owner incurred increased costs falls  
25 outside of the scope of the Tenant Petition and of this Appeal. Furthermore, Owner has  
26 provided no evidence to support his claim that he incurred increased housing costs aside from  
27

1 the table, itself. Owner Appeal, p. 4. Tenant reserves the right to challenge or dispute Owner’s  
2 contention regarding increased housing costs.

3 Owner did not raise these allegations or arguments in either of his two Owner  
4 Responses, and they should not be considered in, and are not relevant to, this Appeal.

5 **F. Owner’s Allegation of Fraud Is False and Improper**

6 Tenant included in her Tenant Evidence Submission a letter, dated July 5, 2022 and  
7 signed by Owner. *See* Tenant Evidence Submission, Exh. T4. The purpose of including the  
8 letter in the Tenant Evidence Submission was to provide further evidence that Tenant was  
9 current on her rental payments.

10 In his Owner Appeal, Owner alleges that Tenant “fraudulently used immigration as an  
11 excuse to receive a recommendation letter from me, that is now being used against me.” Owner  
12 Appeal, p. 5.

13 Tenant denies defrauding Owner. Tenant did not request the letter for any purposes  
14 other than those that Tenant made Owner aware of at the time of her request. Tenant was  
15 truthful in her request, and has been honest and consistent throughout the entirety of this action.  
16 Unless Owner is admitting to having committed fraud by lying in his letter, no fraud occurred.  
17 Tenant reserves the right to pursue Owner on any and all claims related to Owner’s baseless  
18 allegation of fraud.

19 **G. The April 12, 2023 Hearing Was Not Canceled Without Proper Notice**

20 Owner contends that the Hearing for the underlying Petition was “canceled without  
21 proper notice.” Owner Appeal, p. 5. As discussed in Section A, *supra*, the Hearing Officer did  
22 not act improperly in issuing a ruling by Administrative Decision. The cancelation of the  
23 Hearing was properly noticed in the Hearing Officer’s decision, served on the Parties on April  
24 6, 2023, by Analyst Brittini Lothlen. *See* T23-0019 Administrative Decision, p. 4, ¶ 4.

25 **III. CONCLUSION**

26 For the reasons set forth herein, the Appeals Board should find affirm the Hearing  
27 Officer’s decision to grant the Tenant Petition.

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Dated: May 2, 2023

CENTRO LEGAL DE LA RAZA

By: *Gregory Ching*  
Gregory T. Ching  
*Attorney for Tenant-Respondent Maria Barragan*



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:

TENANT-RESPONDENT MARIA BARRAGAN'S REPLY BRIEF IN SUPPORT  
OF TENANT PETITION IN  
PETITION CASE NO.: T23-0019 (12 pages) \_\_\_\_\_  
(insert name of document served)  
 And Additional Documents

and (write number of attached pages) 0 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	Ahmed Said
Address	2400 Market St. Suite B
City, State, Zip	Oakland, CA 94607



Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

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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.

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 05/02/2023 (insert date served).

Israel Lepiz

PRINT YOUR NAME

*Israel Lepiz*

SIGNATURE

05/02/23

DATE

**05/24/2023** Barragan et al v. Mead Holding LLC

**Att:** Hearing of Appeal

**Case Number:** T23-0019

### **Notice of Appeal**

I, the appealing party, would like to present to you why the appeal should be granted.

We are challenging the decision made by the rent board because at the inception of their tenancy [2012], we agreed that the rent would be \$1,300. However, we verbally agreed that if they were to pull out all 6 garbage bins for weekly garbage pick up, keep the front and backyards clean, and have the storage room, then they would pay \$1,000 **ONLY** if they were able to hold up their end of the agreement.

1. Tenants built an extra structure without landlord approval, and the fire department sent the landlord a notice of violation because the structure was unpermitted. We were fined, and I, as the landlord, had to pay, and remove the structure.
2. We provided them with a free storage room, but they **DID NOT** notify us that they would plug in refrigerators, and other equipment to the house meter using extension cords [big fire hazard].  
Also, the tenants exceeded the agreed occupancy of 5 people for a 2 bedroom unit, as they had up to 7 people living in the unit. We never complained when PG&E and EBMUD rates increased.
3. Each unit has ONE parking spot allocated to them for their use, but have continued to park their vehicles in prohibited areas around the building.
4. We have made capital improvements to the building, and specifically their unit such as: New roof, New windows, New balcony door, and other improvements to ensure that our tenants have the best living space possible. These improvements cost us over \$40,000.

**000111**

According to the article titled “Learn More About Allowable Rent Increases” on the City of Oakland Website, last updated May 19th, 2023, it states that Rent Increases that exceed the CPI Increase may be valid for one or more of the reasons. Owners may combine more than one justification to increase rent at the same time.

- A. Owners can combine CPI, banking, and capital improvements for a rent increase in one petition.
  - B. Increased housing service costs [Property taxes, Utility bills, Mortgage, and many other expenses]
5. All in all, the rent was not increased for 7 years [2012 - 2018]. In 2019, the rent was not increased, rather it was set back to its original amount because their services were no longer provided. We gave the tenants a 60 day written notice notifying them that their rent payable would be set back the amount that was agreed upon initially, \$1,300.

According to the article titled “Learn More About Allowable Rent Increases” on the City of Oakland Website, last updated May 19th, 2023, it states that Rent Increases that exceed the CPI Increase may be valid for one or more of the reasons. Owners may combine more than one justification to increase rent at the same time.

- A. Owners can combine CPI, banking, and capital improvements for a rent increase in one petition.
- B. Increased housing service costs [Property taxes, Utility bills, Mortgage, and many other expenses]

**Closing Statement:** San Francisco, and Oakland always favor the tenants. We’re asking since you are the judge and mediator of this hearing to PLEASE BE FAIR. When we increased the rent, we increased fairly, not by thousands of dollars, or an unreasonable amount. We ask that you please take our argument into consideration and reason with us because living costs continue to increase, and the pandemic was an uphill battle as mortgages and taxes were still due on a month to month basis, but tenants were given the opportunity to withhold rent. Ultimately, we are very fair landlords



to our tenants as they have been renting from us for over 10 years now, otherwise they would not be paying \$1,500 per month for a 2 bedroom with parking, and free water (EBMUD).

## CHRONOLOGICAL CASE REPORT

Case No.: T22-0015

Case Name: Fleurentin v. Meridian Management Group

Property Address: 315 Wayne Place, Unit 307, Oakland, CA 94606

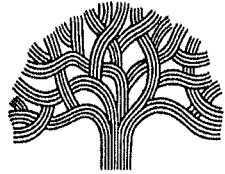
Parties: Jennifer Weingand (Manager)  
Greg & JR McConnell (Owner Representatives)  
Laurie Fleurentin (Tenant)  
Christa Conry (Tenant Representative)

### OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	January 3, 2022
Owner Response filed	February 9, 2022
Business Tax Renewal & Receipt submitted	February 9, 2022
Administrative Decision mailed	March 16, 2022
Tenant Appeal filed	April 4, 2022
Owner Response to Tenant Appeal submitted	April 11, 2022
Appeal Hearing Date	May 26, 2022

Appeal Decision mailed	June 30, 2022
Owner Documentation submitted	September 5, 2022
Remand Hearing Dates	September 27, 2022 January 11-13, 2023 January 18-19, 2023
Tenant's Closing Brief	January 25, 2023
Owner's Closing Brief	January 25, 2023
Remand Hearing Decision mailed	August 4, 2023
Owner Appeal filed	August 23, 2023
Appeal Addendum submitted	September 7, 2023
Tenant Response to Owner Appeal filed	September 7, 2023

T22-0015 LM/RC



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**

**JAN - 3 2022**

**RENT ADJUSTMENT PROGRAM  
OAKLAND**

A/H

## TENANT PETITION

**Please fill out this form as completely as you can.** Use this form to contest a rent increase, seek a rent decrease, and/or contest an owner exemption from the Rent Adjustment Program. 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

315 Wayne Place 307 Oakland, CA 94606  
Street Number Street Name Unit Number Zip Code

Move-in Date: 3/2013 Initial Rent at Move-In: \$ 950.00 Current Rent: \$ 1,178.00

Is your rent subsidized or controlled by a government agency (such as HUD or Section 8), other than Oakland Rent Adjustment Program? (See page 5 "Jurisdiction" for more information)  Yes  No  Not sure

Are you current on rent?  Yes  No\* (\*Note: You must be current on your rent or lawfully withholding rent in order to file a petition. Checking "No" without providing an adequate explanation may result in your petition being dismissed.)

If not current on rent, explain why: \_\_\_\_\_

When (if ever) did the property owner first provide you with the City form, NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM ("RAP Notice")?  I first received the RAP Notice on: \_\_\_\_\_  I was never provided with the RAP Notice  I do not remember if I ever received the RAP Notice

Case number(s) of any relevant prior Rent Adjustment case(s): \_\_\_\_\_

### Tenant Information (List each tenant petitioner in unit. If you need more space, attach additional sheet.)

Laurie Fleurentin  
First Name Last Name  
Mailing Address (if different from above): \_\_\_\_\_  
Primary Telephone: 415-424-7919 Other Telephone: \_\_\_\_\_ Email: loyfle10@gmail.com

\_\_\_\_\_  
First Name Last Name  
Mailing Address (if different from above): \_\_\_\_\_  
Primary Telephone: \_\_\_\_\_ Other Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

### Tenant Representative (Check one): No Representative Attorney Non-Attorney

Johanna Kanes Housing & Economic Rights Advocates  
First Name Last Name Firm/Organization (if any)  
Mailing Address: PO Box 29435, Oakland, CA 94604  
Phone Number: 510-775-1576 Email: jkanes@heraca.org

Property Owner Information		
Property Owner		
First Name	Last Name	
Company/LLC/LP (if applicable): <u>University President Associates, LP</u>		
Mailing Address: <u>1717 Powell St., Suite 300, San Francisco, CA 94133</u>		
Phone Number:	Email:	
Property Manager (if applicable)		
Jennifer	Weingand	Meridian Management Group
First Name	Last Name	Name of Management Company
Mailing Address: <u>614 Grand Ave. #206, Oakland CA 94610</u>		
Phone Number:	Email: <u>jweingand@mmgprop.com</u>	

## GROUNDS FOR PETITION

**Select the grounds for this petition from the list below. Check all that apply. You must check at least one box. To contest a rent increase, select item(s) from Category A. If you have experienced a decrease in housing services and/or have issues with the condition of your unit, or are being charged for utilities in violation of the law, select item(s) from Category B. For more information on each of the grounds, see Oakland Municipal Code (O.M.C.) Sections 8.22.070 and 8.22.090 (Rent Adjustment Ordinance) and the corresponding Regulations. A copy of the Ordinance and Regulations are available here: [www.oaklandca.gov/resources/read-the-oakland-rent-adjustment-program-ordinance](http://www.oaklandca.gov/resources/read-the-oakland-rent-adjustment-program-ordinance).**

<b>A.</b>	<b>Unlawful Rent Increase(s)</b> <i>(Complete section A on page 3)</i>	<input checked="" type="checkbox"/> (A1) I received a rent increase above the allowable amount.
		<input checked="" type="checkbox"/> (A2) 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").
		<input type="checkbox"/> (A3) I received a rent increase and do not believe I should be required to pay it because a government agency has cited my unit for serious health, safety, fire, or building code violations. <b>(You must attach a copy of the citation to your petition.)</b>
<b>B.</b>	<b>Decreased Housing Services</b> <i>(Complete section B on page 3)</i>	<input type="checkbox"/> (B1) 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. <b>(Check this box for petitions based on bad conditions/failure to repair.)</b>
		<input type="checkbox"/> (B2) I am being unlawfully charged for utilities.
<b>C.</b>	<b>Other</b>	<input type="checkbox"/> (C1) My rent was not reduced after a prior rent increase period for capital improvements.
		<input type="checkbox"/> (C2) I wish to contest an exemption from the Rent Adjustment Ordinance because the exemption was based on fraud or mistake.
		<input type="checkbox"/> (C3) 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).



<b>A.</b>	<b>Unlawful Rent Increase(s)</b>																																											
	<i>(Complete this section if any of the grounds for petition fall under category A, above)</i>																																											
<p><b>List all rent increases you wish to contest.</b> Begin with the most recent increase and work backwards. If you never received the RAP Notice, you can contest all past increases. See the "Important Information" page at the end of this petition packet for more information on time limits for contesting rent increases. If you need additional space, attach a separate sheet or an additional copy of this form.</p> <ul style="list-style-type: none"> <li>For petitions contesting a rent increase on the grounds that the unit has been cited by a government agency for serious health, safety, fire, or building code violations, <b>you must attach a copy of the citation</b> to your petition. Failure to attach a copy of the citation may result in your petition being dismissed.</li> </ul>																																												
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 20%;">Date received rent increase notice: (Month/Day/Year)</th> <th rowspan="2" style="width: 20%;">Date rent increase went into effect: (Month/Day/Year)</th> <th colspan="2" style="width: 30%;">Amount of increase:</th> <th colspan="2" style="width: 30%;">Received RAP Notice with notice of rent increase?</th> </tr> <tr> <th style="width: 15%;">FROM</th> <th style="width: 15%;">TO</th> <th style="width: 15%;">YES</th> <th style="width: 15%;">NO</th> </tr> </thead> <tbody> <tr> <td>4/15/2020</td> <td>1/1/2021</td> <td>\$ 1,178.00</td> <td>\$ 2,800.00</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td></td> <td></td> <td style="text-align: center;">\$</td> <td style="text-align: center;">\$</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td></td> <td></td> <td style="text-align: center;">\$</td> <td style="text-align: center;">\$</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td></td> <td></td> <td style="text-align: center;">\$</td> <td style="text-align: center;">\$</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td></td> <td></td> <td style="text-align: center;">\$</td> <td style="text-align: center;">\$</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </tbody> </table>					Date received rent increase notice: (Month/Day/Year)	Date rent increase went into effect: (Month/Day/Year)	Amount of increase:		Received RAP Notice with notice of rent increase?		FROM	TO	YES	NO	4/15/2020	1/1/2021	\$ 1,178.00	\$ 2,800.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>			\$	\$	<input type="checkbox"/>	<input type="checkbox"/>			\$	\$	<input type="checkbox"/>	<input type="checkbox"/>			\$	\$	<input type="checkbox"/>	<input type="checkbox"/>			\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
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<b>B.</b>	<b>Decreased Housing Services</b>				
	<i>(Complete this section if any of the grounds for petition fall under category B, above)</i>				
<p><b>List all the conditions that you believe entitle you to a rent decrease.</b> If your petition is based on problems related to your unit, or because the owner has taken away service(s) or is charging for services originally provided by the owner, you must complete this section. If you need more space, attach a separate sheet or an additional copy of this form.</p> <ul style="list-style-type: none"> <li><b>You are strongly encouraged to submit documentary evidence</b> (photographs, inspection reports, correspondence with your landlord, etc.) together with your petition. Evidence may be submitted up to seven calendar days prior to your hearing.</li> <li><b>You may wish to have a City inspector come inspect your unit</b> for possible code violations in advance of your hearing. Copies of any inspection report(s) may be submitted in support of your petition. To schedule an inspection, contact the City of Oakland Code Enforcement Unit at (510) 238-3381, or file a complaint online at <a href="https://www.oaklandca.gov/services/file-a-complaint-with-code-enforcement">https://www.oaklandca.gov/services/file-a-complaint-with-code-enforcement</a>. <i>Note: if additional items are cited in an inspection report that were not included in your original petition (below), you must file an additional petition listing those items in order for RAP staff to consider them as a part of your claim.</i></li> </ul>					
	Description of problem or decreased housing service (list separately):	Date problem or decreased service started: (Month/Day/Year)	Date first notified owner or manager of problem: (Month/Day/Year)	Date problem or service was fixed, if ever: (Month/Day/Year)	What is the dollar value of your claimed loss?
1.					\$
2.					\$
3.					\$
4.					\$

### TENANT 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 Tenant Petition is true and that all of the documents attached to the Petition are true copies of the originals.

Fleurentin Alta Laure

Tenant 1 Signature

12/29/2021

Date

\_\_\_\_\_  
Tenant 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 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.**

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

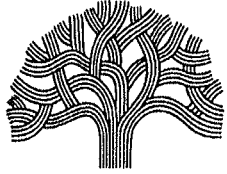
### INTERPRETATION SERVICES

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: \_\_\_\_\_ Creole or French

**-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 PROPERTY OWNER PRIOR TO FILING YOUR PETITION WITH RAP. You must include a copy of the RAP form "NOTICE TO PROPERTY OWNER OF TENANT PETITION" (the preceding page of this petition packet) and a completed PROOF OF SERVICE form together with 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: 01 / 04 / 22 I served a copy of (check all that apply):

- TENANT PETITION** plus 35 attached pages (number of pages attached to Petition not counting the Petition form, NOTICE TO PROPERTY OWNER OF TENANT PETITION, or PROOF OF SERVICE)
- NOTICE TO PROPERTY OWNER OF TENANT 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	David P. Wasserman, Wasserman-Stern Law Offices
Address	2960 Van Ness Avenue
City, State, Zip	San Francisco, CA 94109

Name	University President Associates, LP
Address	1717 Powell Street, Suite 300
City, State, Zip	San Francisco, CA 94133

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

*Jamie Campbell*

\_\_\_\_\_

PRINTED NAME

*Jamie Campbell*

\_\_\_\_\_

SIGNATURE

*01/04/22*

\_\_\_\_\_

DATE SIGNED

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Rent Adjustment Program  
250 Frank H. Ogawa Plaza, Suite 5313  
Oakland, CA 94612  
hearingsunit@oaklandca.gov

*Sent via Email and US Mail*

Date:

**Re: Tenant Petition, Contested Rent Increase – Laurie Fleurentin – 315 Wayne Place, Unit #307, Oakland, CA 94606**

To the Rent Adjustment Program,

My name is Johanna Kanes and I represent Tenant Laurie Fleurentin of 315 Wayne Place, Unit #307 (“Unit #307”) in this Petition. Ms. Fleurentin’s landlord imposed an illegal rent increase which Ms. Fleurentin now contests.

Ms. Fleurentin’s unit is owned and represented by the following individuals (collectively known hereinafter as the “Landlord”):

Owner:

University President Associates, LP.  
1717 Powell St. Suite 300  
San Francisco, CA 94133

Attorney:

David P. Wasserman  
Wasserman-Stern Law Offices  
2960 Van Ness Avenue  
San Francisco, CA 94109  
Fax: (415) 567-9696  
Email: dwasserman@wassermanstern.com

Property Manager:

Jennifer Weingand  
Property Supervisor  
Meridian Management Group  
614 Grand Ave. #206  
Oakland, CA 94610  
jweingand@mmgprop.com



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## FACTS

Ms. Fleurentin and her daughter moved into Unit #307 in March of 2013. Ms. Fleurentin rented a room in Unit #307 and paid rent to another tenant, Antoine Bellot who was already living in the apartment as the master tenant. Another tenant, Jean Claude Guerrier moved into the unit in June of 2013 and Ms. Fleurentin's mother moved in in September of 2013. Ms. Fleurentin began paying rent to Jean Claude Guerrier in 2015, who then paid the landlord directly. Despite repeated requests, Ms. Fleurentin was never added to the lease agreement. Jean Claude Guerrier moved out of the apartment in January of 2020.

On April 1, 2020, Ms. Fleurentin began paying rent directly to Meridian Management Group in the amount of \$1,178.00. She did not receive a new lease agreement nor a RAP notice at this time.

On April 15, 2020, Ms. Fleurentin received the Costa Hawkins and Change in Terms of Tenancy Notice (the "Notice"), dated April 15, 2020. [Exhibit One.] Per the Notice, starting January 1, 2021, Laurie's rent would be raised from \$1,178.00 to \$2,800.00. Included with the Notice was a one-page RAP Notice in English. [Exhibit One.]

On March 10, 2021, Ms. Fleurentin was told by the Landlord that she cannot amend the lease to add persons and that the operative lease agreement remains in place despite the fact that all original tenants have vacated. [Exhibit Two.]

On August 31, 2021, Ms. Fleurentin received an Outstanding Rent Balances Owed notice for \$4,866.00 in rent due from Meridian Management Group, which was not signed. [Exhibit Three.] In response, Ms. Fleurentin emailed Jennifer Weingand, of Meridian Management Group, on September 1, 2021 requesting the months and amounts of rent she had allegedly missed in writing. [Exhibit Four.]

On October 1, 2021, Ms. Fleurentin went to the leasing office to talk with Ms. Weingand about the notices. Ms. Weingand said the August 31, 2021 notice was a mistake and refused to give the amount allegedly owed in person.

Later on October 1, 2021, Ms. Fleurentin received an email from Ms. Weingand stating the August 31, 2021 notice indicating two months past due rent was sent in error. [Exhibit Five.] Attached to the email was the Resident Ledger with a significantly higher balance. [Exhibit Five.] The Resident Ledger prepared October 1, 2021, has Ms. Fleurentin's rent listed as \$2,800.00 per month and an overdue balance of \$17,398.00.

On October 11, 2021, Ms. Fleurentin received an email from the Landlord requesting she fill out a Rental Assistance Application under the CA COVID-19 Rent Relief Program for a rent of \$2,800.00. [Exhibit Six.]

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On November 15, 2021, our office sent Meridian Management Group and Mr. Dace Wasserman, representative of her landlord, a letter explaining the illegal rent increase and requesting relief via rescission of the rent increase. [Exhibit Seven.]

On November 17, 2021, Mr. Wasserman responded with an updated tenant ledger and notice that the April 15, 2020 rent increase notice stands. [Exhibit Eight.] Mr. Wasserman takes the position that Ms. Fleurentin “is a subsequent occupant. The last original occupant permanently vacated, and the rent was adjusted promptly thereafter.” As of November 17, 2021, Mr. Wasserman alleges Ms. Fleurentin owes \$17,842.00 in back rent.

Ms. Fleurentin has paid rent in the amount of \$1,178.00 since April 1, 2020. Ms. Fleurentin is current on her rent.

## STANDING

Ms. Fleurentin brings this Petition to the Rent Adjustment Program. Ms. Fleurentin pays rent in return for the occupancy of Unit #307. Oakland Municipal Code section 8.22.030(A)(1). Unit #307 is not an exempt dwelling unit because it is not subsidized, it is not newly constructed or substantially rehabilitated and it is not exempt under Costa Hawkins. Oakland Municipal Code section 8.22.030(B).

Ms. Fleurentin was issued the Notice of rent increase on April 15, 2020, along with a RAP Notice in English. However, Ms. Fleurentin never received a proper RAP Notice under Oakland Municipal Code section 8.22.060, which required Ms. Fleurentin to receive the RAP Notice at the commencement of her tenancy (April 1, 2020) *in English, Spanish and Chinese*. Ms. Since she never received a proper RAP Notice, she is entitled to contest all rent increases before the Rent Adjustment Program. Oakland Municipal Code section 8.22.090(1)(b).

## LEGAL ARGUMENT

When Ms. Fleurentin paid rent directly to her landlord in the amount of \$1,178.00 on April 1, 2020, it created a new month-to-month tenancy between herself and her landlord with the rent ceiling for Unit #307 established at \$1,178.00. Any subsequent rent increases must comply with Oakland’s Rent Ordinance.

The Notice issued April 15, 2020 was an illegal rent increase. First, any rent increases should have been set at the establishment of her tenancy on April 1, 2020. Second, the Notice did not comply with the RAP Notice requirements under Oakland Municipal Code section 8.22.060, which required Ms. Fleurentin to receive the RAP Notice at the commencement of her tenancy in English, Spanish and Chinese. Additionally, the rent increase which allegedly took effect on January 1, 2021, raised Ms. Fleurentin’s rent from \$1,178.00 to \$2,800.00, a 137.7% increase in violation of Oakland Ordinance No. 13589 C.M.S. (as extended on July 21, 2020), which

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established a moratorium on rent increases above the consumer price index of 1.9%. Finally, the Notice sets the date of the increase at “January 1, 2021, not less than ninety (90) days after service of this notice.” January 1, 2021 was more than ninety days after Ms. Fleurentin received the Notice of April 15, 2020, rendering the Notice invalid upon January 1, 2021.

Despite being made aware of the illegality of the Notice and alleged rent increase, Ms. Fleurentin’s Landlord refuses to rescind the Notice.

Per the Notice, the Landlord’s position is that Unit #307 and Ms. Fleurentin are not subject to the City of Oakland’s Rent Adjustment Program for purposes of this rent increase because: (1) the last original occupant no longer permanently resides and all current occupants are subsequent occupants and sublessees; and therefore (2) the Costa-Hawkins Act, California Civil Code Section 1954.50, *et seq.*, applies, providing the legal basis for the attempted 137.7% increase in rent.

An owner may establish the initial and all subsequent rental rates for a dwelling unit if it 1) has a certificate of occupancy issued after February 1, 1995; 2) it has already been exempt from the residential rent control ordinances of a public entity on or before February 1, 1995, pursuant to a local exemption for newly constructed units; and/or 3) it is alienable separate from the title to any other dwelling unit or is a subdivided interest in a subdivision. Cal. Civ. Code section 1954.52(a). Unit #307 is not new construction with a certificate of occupancy issued after February 1, 1995. According to public records, the building was built in 1966. Further, because it was built in 1966, it is not exempt from local price control laws. Finally, Unit #307 is not alienable separate from the title of any other units at Wayne Place.

Cal. Civ. Code section 1954.53(d)(2) (which allows for an increase in rent by any amount if the original occupant no longer resides in the unit, and upon which the Landlord relies) does not apply because of section 1954.53(d)(3), governing partial changes in occupancy. Under section 1954.53(d)(3), the subsection does not apply to partial changes in occupancy of a dwelling or unit where one or more of the occupants of the premises remains an occupant in lawful possession of the unit. Ms. Fleurentin remained in lawful possession of the unit after Mr. Guerrier (the last original occupant according to the Notice) moved out.

Cal. Civ. Code section 1954.53(d)(2) states that an owner may increase the rent to a *lawful sublessee or assignee*. Ms. Fleurentin never signed a lease agreement, sublease agreement, nor assignment. Therefore, Ms. Fleurentin is not a sublessee or assignee and section 1954.53(d)(2) does not apply.

Despite maintaining that Ms. Fleurentin was not an original occupant but a “subsequent occupant” and thus subject to the rent increase (*see Exhibits One and Eight*), the Landlord has also maintained that Ms. Fleurentin is still party to the “original lease agreement” and that all other terms remained the same (*see Exhibits One and Two*). However, Ms. Fleurentin never signed a

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lease agreement, sublease agreement nor assignment, she was not allowed to. The Landlord is clearly trying to have it both ways, avoid a new written lease with Ms. Fleurentin and raise her rent. This circumvents the law and ignores the new month-to-month tenancy established on April 1, 2020 when the Landlord accepted rent directly from Ms. Fleurentin.

**By having established a direct rental relationship with Ms. Fleurentin in April of 2020 at the original rent level, the landlord gave up its right to claim a Costa Hawkins increase based on the move-out of the last original tenant. Local rent control laws apply, making the attempted 137.7% increase illegal.**

Unit #307 is subject to the City of Oakland's Rent Adjustment Ordinance as the Landlord receives rent from Ms. Fleurentin in return for the occupancy of the dwelling unit and Unit #307 is not an exempted unit. Oakland Ordinance No. 13589 C.M.S. (as extended on July 21, 2020), establishes a moratorium on residential evictions, rent increases above the consumer price index of 1.9%, and a prohibition on late fees. The Ordinance applies to units regulated under the Oakland Just Cause for Eviction and Oakland Rent Adjustment Ordinances, including Unit #307. The Notice attempts to increase Ms. Fleurentin's rent 137.7%, above the 1.9% allowed by the moratorium, and thus an unlawful amount.

In the alternative, even if Unit #307 was not covered by Oakland's rent control laws, Ms. Fleurentin's tenancy is still protected under California state law. Under California Civil Code section 1947.12(a), an owner of residential real property shall not raise the rent of a unit more than 5% plus the CPI, or 10%, whichever is lower, over the course of a 12-month period. No exception applies to remove Unit #307 from section 1947.12(a); unless Oakland rent control laws are applied. Please note that section 1947.12(b) does not apply to this case. Ms. Fleurentin was a prior lawful occupant in possession of the unit prior to April 1, 2020. The Notice attempts to raise Ms. Fleurentin's rent 137.7%, an illegal rent increase under California state rent control laws.

**For the aforementioned reasons, under California state and local law, the Costa Hawkins and Change in Terms of Tenancy Notice, dated April 15, 2020, is an illegal rent notice; and as such, the Resident Ledger dated November 17, 2021 is inaccurate. Ms. Fleurentin is entitled to a rescission of the Notice and any alleged rental increase.**

We thank you for your time and attention to this matter.

Sincerely,

Johanna Kanés  
Staff Attorney

Phone: 510-775-1576

Fax: 510-225-3891

Mail: PO Box 29435, Oakland CA 94604

# EXHIBIT ONE



THIS NOTICE TO CHANGE TERMS OF TENANCY HEREBY SUPERSEDES AND REPLACES ANY OTHER NOTICE TO CHANGE TERMS OF TENANCY AND/OR ANY OTHER RENT INCREASE NOTICE(S) PREVIOUSLY SERVED UPON YOU.

**NOTICE TO CHANGE TERMS OF TENANCY AND  
RENT INCREASE NOTICE**

To **Antione Bellot (original occupant), Willie Bellot (original occupant), Hubert Coleman (original occupant), Jean Claude Guerrier (original occupant), Laurie Fleurentin (subsequent occupant), AND ALL SUBTENANTS IN POSSESSION, name(s) unknown**, as well as any other occupant(s) claiming the right to possession of the following residential rental premises:

315 Wayne Place, Unit Number 307  
City of Oakland, County of Alameda, State of California 94606  
--including all housing privileges, storage and parking-- (the "Premises")

---

You are hereby notified that, effective **January 1, 2021**, not less than ninety (90) days after service of this notice is completed upon you, the terms of your tenancy of the Premises will be changed as follows:

The monthly rental thereof will be changed from \$1,178.00 per month to two thousand-eight hundred dollars (\$2,800) per month, payable in the advance of the first day each and every month you continue to hold possession of the Premises.

All other terms of the tenancy and the *Residential Lease* dated on or about October 2, 1996 will remain unchanged.

You are further notified that a negative credit report reflecting on your credit history may be submitted to a credit-reporting agency if you fail to fulfill the terms of your credit obligations.

You are hereby notified that, pursuant to California Civil Code Section 1954.50, *et seq.* (Costa-Hawkins Rental Housing Act), the Premises and/or your tenancy therein are not subject to the City of Oakland's Rent Adjustment Program (Chapter 8.22 of the Oakland Municipal Code) for purposes of this rent increase. The landlord and owner of the Premises contends that the last original occupant, Jean Claude Guerrier, no longer permanently resides at the Premises, and that all current occupants are subsequent occupants and sublessees who commenced occupancy of the Premises on or after January 1, 1996.

Pursuant to the Costa-Hawkins Rental Housing Act (Civil Code Sections 1954.50, et seq.), please note as follows:

**Conditions for Establishing the Initial Rental Rate Upon Sublet or Assignment:**

(A) Where the original occupant or occupants who took possession of the dwelling or unit pursuant to the rental agreement with the owner no longer permanently reside there, an owner may increase the rent by any amount allowed by this section to a lawful sublessee or assignee who did not reside at the dwelling or unit prior to January 1, 1996. However, such a rent increase shall not be permitted while:

(i) The dwelling or unit has been cited in an inspection report by the appropriate governmental agency as containing serious health, safety, fire, or building code violations, as defined by Section 17920.3 of the California Health and Safety Code, excluding any violation caused by a disaster; and,

(ii) The citation was issued at least 60 days prior to the date of the vacancy; and,

(iii) The cited violation had not been abated when the prior tenant vacated and had remained unabated for 60 days or for a longer period of time. However, the 60-day time period may be extended by the appropriate governmental agency that issued the citation.

(B) This provision shall not apply to partial changes in occupancy of a dwelling or unit where one or more of the occupants of the premises, pursuant to the agreement with the owner, remains an occupant in lawful possession of the dwelling or unit, or where a lawful sublessee or assignee who resided at the dwelling or unit prior to January 1, 1996, remains in possession of the dwelling or unit.

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

Information regarding this NOTICE may be obtained from the City of Oakland's Rent Adjustment Program. Parties seeking legal advice concerning evictions should consult with an attorney. The Rent Program is located at 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, California 94612, 510.238.3721, website: [www.oaklandnet.com](http://www.oaklandnet.com). Please refer to the attached City of Oakland Rent Adjustment Program *Notice to Tenants of Residential Rent Adjustment Program*.

Rent increases imposed pursuant to the Costa-Hawkins Rental Housing Act are effective upon the expiration of the notice period prescribed by California Civil Code section 827.

Pursuant to the Costa-Hawkins Rental Housing Act (Civil Code Sections 1954.50, et seq.), please note as follows:

**Conditions for Establishing the Initial Rental Rate Upon Sublet or Assignment:**

(A) Where the original occupant or occupants who took possession of the dwelling or unit pursuant to the rental agreement with the owner no longer permanently reside there, an owner may increase the rent by any amount allowed by this section to a lawful sublessee or assignee who did not reside at the dwelling or unit prior to January 1, 1996. However, such a rent increase shall not be permitted while:

(i) The dwelling or unit has been cited in an inspection report by the appropriate governmental agency as containing serious health, safety, fire, or building code violations, as defined by Section 17920.3 of the California Health and Safety Code, excluding any violation caused by a disaster; and,

(ii) The citation was issued at least 60 days prior to the date of the vacancy; and,

(iii) The cited violation had not been abated when the prior tenant vacated and had remained unabated for 60 days or for a longer period of time. However, the 60-day time period may be extended by the appropriate governmental agency that issued the citation.

(B) This provision shall not apply to partial changes in occupancy of a dwelling or unit where one or more of the occupants of the premises, pursuant to the agreement with the owner, remains an occupant in lawful possession of the dwelling or unit, or where a lawful sublessee or assignee who resided at the dwelling or unit prior to January 1, 1996, remains in possession of the dwelling or unit.

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

Information regarding this NOTICE may be obtained from the City of Oakland's Rent Adjustment Program. Parties seeking legal advice concerning evictions should consult with an attorney. The Rent Program is located at 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, California 94612, 510.238.3721, website: [www.oaklandnet.com](http://www.oaklandnet.com). Please refer to the attached City of Oakland Rent Adjustment Program *Notice to Tenants of Residential Rent Adjustment Program*.

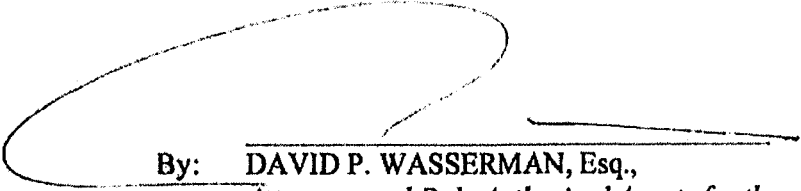
Rent increases imposed pursuant to the Costa-Hawkins Rental Housing Act are effective upon the expiration of the notice period prescribed by California Civil Code section 827.

000131

Questions about this NOTICE may be directed to the undersigned, who is the agent for the landlord and owner.

**WASSERMAN-STERN**

Dated: April 15, 2020



By: **DAVID P. WASSERMAN, Esq.,**  
*Attorneys and Duly Authorized Agents for the  
Landlord/Owner*

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**Wasserman-Stern Law Offices**  
2960 Van Ness Avenue  
San Francisco, CA 94109  
Tel. No.: (415) 567-9600  
Fax. No.: (415) 567-9696  
Email: [dwasserman@wassermanstern.com](mailto:dwasserman@wassermanstern.com)



## 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/a/hcd/6/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 307, 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.

# EXHIBIT TWO



1 message

----- Forwarded message -----

From: **Jennifer Weingand** <[jweingand@mmgprop.com](mailto:jweingand@mmgprop.com)>  
Date: Wed, Mar 10, 2021, 2:10 PM  
Subject: RE: Lease Renewal Request  
To: [loyfle10@gmail.com](mailto:loyfle10@gmail.com) <[loyfle10@gmail.com](mailto:loyfle10@gmail.com)>  
Cc: 315 Wayne Place Apartments <[171wn2@mmgprop.com](mailto:171wn2@mmgprop.com)>

Dear Alto Laure:

I am sorry but management cannot amend the lease to add persons. That is the company's policy. Rent was re-set pursuant to a state law. That law essentially acknowledges that the current and operative lease agreement remains in place despite the fact that all original tenants have permanently vacated. I am sorry that we cannot accommodate your request."

Thank you for your time and consideration.



MERIDIAN MANAGEMENT GROUP

Jennifer Weingand  
DRE #01809480  
Property Supervisor  
Meridian Management Group  
614 Grand Ave. #206  
Oakland, CA 94610  
[jweingand@mmgprop.com](mailto:jweingand@mmgprop.com)  
510.444.9700 ext. 302

000135

# EXHIBIT THREE



A copy of this document is located on p. 219 of the packet

RE: Outstanding Rent Balances Owed

Dear Albano Flaminio

During these uncertain times we understand people are facing unprecedented challenges and want to do what we can to provide as much support as possible.

However, our records show there is an outstanding balance of \$ 4,841.00 on your account for non-payment of rent for months. We would greatly appreciate if you could work to bring your account current as soon as possible to avoid taking further behind. If you would like to discuss setting up a payment plan, please feel free to contact me. I can be reached at 1712442 (408) 300-5571 or 100-124-4016.

There are several organizations that can assist with the rent payments. See attached.

Please remit payment to bring your account current.

If you feel this notice is in error, please contact me to discuss.

Thank you for your immediate attention to this matter.

Sincerely,

Property Management  
Department Group



# EXHIBIT FOUR

**From:** Laurie Fleurentin <loyfle10@gmail.com>  
**Sent:** Wednesday, September 1, 2021 3:58 PM  
**To:** Jennifer Weingand <jweingand@mmgprop.com>  
**Cc:** brandiplumleylmft@gmail.com; Brandi Plumley <brandiplumley@yahoo.com>  
**Subject:** Rent - 315 Wayne Place # 307 Oakland

To : Property management

I received a letter on my door on August 31, 2021 which stated that I owe \$4866.00 in back rent. I have attached a picture of this letter in this email for your reference. The letter does not state what months of rent I am missing or what the total amount owed (alleged) is pertaining to. I have not missed any months in rent and I have pictures and receipts to prove this. I have never received a late notice or missed my rent for apartment number 307 (315 Wayne place Oakland CA)

This letter did not come as a certified letter as any past due rent charges should. Furthermore, this letter was not signed by any person and it did not detail months that I have allegedly missed rent.

I later ran into the onsite property manager, Kevin, outside the building in the evening on 8/31/2021, I acknowledged that I received his letter and he said ok and I told him I can discuss later, to which he replied "ok".

My friend was picking me up and I showed her the letter. Because English is my second language she had some questions for him and he refused to answer what months of rent I am being alleged that I missed. He was rude and refused to engage in a discussion. He even called my friend aggressive (she was sitting in her car the entire time) when she was simply engaging him in a conversation. At the least he could have showed professionalism and advised us on how to proceed with getting our questions answered.

I request that you inform me what alleged months and amount I have missed in rent in writing. Please send the date, month and year. I am certain this can be easily cleared up as I have never missed rent nor have I ever been sent any notice regarding late or missing rent.

This letter was not delivered certified which makes it even more concerning and it was not signed, nor did it have details of what months I am being alleged of missing rent. In addition, the letter stated that "several organizations can help with rent, see attached" There were no papers attached to this one page letter. I am certainly prepared to contact the housing authorities if this matter is not swiftly resolved.

I am cc'ing my friend Brandi Plumley on this email as she read the letter and witnessed Kevin being rude and unhelpful.

Thank you kindly for your attention to this matter which I am sure can be quickly resolved. Please respond in writing.

Alta Laure Fleurentin  
315 Wavne Place #307

000139

# EXHIBIT FIVE



# Resident Ledger

**A. Laurie Fleurentin**  
**315 Wayne Place 307**  
**Oakland, CA, 94606**

Date: 10/01/2021  
 Resident Code: t0019940  
 Property: 0171  
 Unit: 307  
 Status: Current  
 Rent: \$2,800.00  
 Deposit:  
 Move In Date: 10/03/1996  
 Move Out Date: 01/01/0001  
 Due Day: 1  
 Tel Num(Office):  
 Tel Num(Home):

Date	Description	Charges	Payments	Balance
	Balance Forward	26.70	0.00	26.70
01/01/20	Rent Board Fees (01/2020)	34.00	0.00	60.70
01/01/20	Rent (01/2020)	1,178.00	0.00	1,238.70
01/07/20	Chk# 1169	0.00	1,178.00	60.70
02/01/20	Rent (02/2020)	1,178.00	0.00	1,238.70
02/20/20	Chk# 1198	0.00	1,238.70	0.00
03/01/20	Rent (03/2020)	1,178.00	0.00	1,178.00
03/09/20	Chk# 197	0.00	1,178.00	0.00
04/01/20	Rent (04/2020)	1,178.00	0.00	1,178.00
05/01/20	Rent (05/2020)	1,178.00	0.00	2,356.00
06/01/20	Rent (06/2020)	1,178.00	0.00	3,534.00
06/05/20	Chk# 000271	0.00	500.00	3,034.00
06/05/20	Chk# 000272	0.00	500.00	2,534.00
06/05/20	Chk# 000273	0.00	178.00	2,356.00
06/05/20	Chk# 0992645	0.00	500.00	1,856.00
06/05/20	Chk# 0992644	0.00	500.00	1,356.00
06/05/20	Chk# 0992646	0.00	178.00	1,178.00
07/01/20	Rent (07/2020)	1,178.00	0.00	2,356.00
07/08/20	Chk# 10866001021	0.00	500.00	1,856.00
07/08/20	Chk# 10866001020	0.00	500.00	1,356.00
07/08/20	Chk# 10866001022	0.00	178.00	1,178.00
07/10/20	Chk# 10865997268	0.00	500.00	678.00
07/10/20	Chk# 10865997267	0.00	500.00	178.00
07/10/20	Chk# 1086599729	0.00	178.00	0.00
08/01/20	Rent (08/2020)	1,178.00	0.00	1,178.00
08/05/20	Chk# 10865994465	0.00	500.00	678.00
08/05/20	Chk# 10865994464	0.00	500.00	178.00
08/05/20	Chk# 10865994468	0.00	178.00	0.00
09/01/20	Rent (09/2020)	1,178.00	0.00	1,178.00
09/09/20	Chk# 2	0.00	1,178.00	0.00
10/01/20	Rent (10/2020)	1,178.00	0.00	1,178.00
10/09/20	Chk# 10840091449	0.00	500.00	678.00
10/09/20	Chk# 10840091450	0.00	500.00	178.00
10/09/20	Chk# 10840091451	0.00	178.00	0.00
11/01/20	Rent (11/2020)	1,178.00	0.00	1,178.00
11/06/20	Chk# 10840092005	0.00	500.00	678.00
11/06/20	Chk# 10840092006	0.00	500.00	178.00
11/06/20	Chk# 10840092007	0.00	178.00	0.00
12/01/20	Rent (12/2020)	1,178.00	0.00	1,178.00
12/04/20	Chk# 1	0.00	178.00	1,000.00
12/04/20	Chk# 1	0.00	500.00	500.00
12/04/20	Chk# 1	0.00	500.00	0.00
01/01/21	Rent (01/2021)	1,178.00	0.00	1,178.00
01/01/21	Rent	1,622.00	0.00	2,800.00
01/08/21	Chk# 10840098902	0.00	500.00	2,300.00

**000142**



## Resident Ledger

**A. Laurie Fleurentin  
315 Wayne Place 307  
Oakland, CA, 94606**

Date: 10/01/2021  
Resident Code: t0019940  
Property: 0171  
Unit: 307  
Status: Current  
Rent: \$2,800.00  
Deposit:  
Move In Date: 10/03/1996  
Move Out Date: 01/01/0001  
Due Day: 1  
Tel Num(Office):  
Tel Num(Home):

Date	Description	Charges	Payments	Balance
01/08/21	Chk# 10840098903	0.00	500.00	1,800.00
01/08/21	Chk# 10840098904	0.00	178.00	1,622.00
02/01/21	Rent (02/2021)	1,178.00	0.00	2,800.00
02/01/21	Rent	1,622.00	0.00	4,422.00
02/12/21		0.00	1,178.00	3,244.00
03/01/21	Rent (03/2021)	1,178.00	0.00	4,422.00
03/01/21	Rent	1,622.00	0.00	6,044.00
03/05/21	Chk# 10840095572	0.00	500.00	5,544.00
03/05/21	Chk# 10840095573	0.00	500.00	5,044.00
03/05/21	Chk# 10840095574	0.00	178.00	4,866.00
04/01/21	Rent (04/2021)	1,178.00	0.00	6,044.00
04/01/21	Rent	1,622.00	0.00	7,666.00
04/14/21	Chk# 10888475057	0.00	500.00	7,166.00
04/14/21	Chk# 10888475058	0.00	500.00	6,666.00
04/14/21	Chk# 10888475059	0.00	178.00	6,488.00
05/01/21	Chk# 10888476652	0.00	500.00	5,988.00
05/01/21	Chk# 10888476553	0.00	500.00	5,488.00
05/01/21	Chk# 10888476654	0.00	178.00	5,310.00
05/01/21	Rent (05/2021)	1,178.00	0.00	6,488.00
05/01/21	Rent	1,622.00	0.00	8,110.00
06/01/21	Rent (06/2021)	1,178.00	0.00	9,288.00
06/01/21	Rent	1,622.00	0.00	10,910.00
06/07/21	Chk# 1088478107	0.00	500.00	10,410.00
06/07/21	Chk# 10888478108	0.00	500.00	9,910.00
06/07/21	Chk# 10888478109	0.00	178.00	9,732.00
07/01/21	Rent (07/2021)	1,178.00	0.00	10,910.00
07/01/21	Rent	1,622.00	0.00	12,532.00
07/04/21	Chk# 10888480124	0.00	500.00	12,032.00
07/04/21	Chk# 10888480125	0.00	178.00	11,854.00
07/04/21	Chk# 10888480123	0.00	500.00	11,354.00
08/01/21	Rent (08/2021)	1,178.00	0.00	12,532.00
08/01/21	Rent	1,622.00	0.00	14,154.00
08/09/21	Chk# 10888481482	0.00	500.00	13,654.00
08/09/21	Chk# 10888481483	0.00	178.00	13,476.00
08/09/21	Chk# 10888481481	0.00	500.00	12,976.00
09/01/21	Rent (09/2021)	1,178.00	0.00	14,154.00
09/01/21	Rent	1,622.00	0.00	15,776.00
09/07/21	Chk# 10888483580	0.00	500.00	15,276.00
09/07/21	Chk# 10888483581	0.00	500.00	14,776.00
09/07/21	Chk# 10888483582	0.00	178.00	14,598.00

000143

# Resident Ledger

<b>A. Laurie Fleurentin</b> <b>315 Wayne Place 307</b> <b>Oakland, CA, 94606</b>	Date:	10/01/2021
	Resident Code:	t0019940
	Property:	0171
	Unit:	307
	Status:	Current
	Rent:	\$2,800.00
	Deposit:	
	Move In Date:	10/03/1996
	Move Out Date:	01/01/0001
	Due Day:	1
Tel Num(Office):		
Tel Num(Home):		

Date	Description	Charges				Payments	Balance
10/01/21	Rent (10/2021)					0.00	17,398.00
		<b>Current</b>	<b>30 Days</b>	<b>60 Days</b>	<b>Over 90</b>	<b>Current Owed</b>	
		<b>4,422.00</b>	<b>-1,178.00</b>	<b>1,622.00</b>	<b>12,532.00</b>	<b>17,398.00</b>	

# EXHIBIT SIX



1 message

----- Forwarded message -----

From: **Neighborly Software** <no-reply@neighborlysoftware.com>  
Date: Mon, Oct 11, 2021, 3:36 PM  
Subject: You Are Invited: CA COVID-19 Rent Relief Program  
To: <loyfle10@gmail.com>  
Cc: <jweingand@mmgprop.com>

Dear A. Laurie Fleurentin ,

Your current landlord, **University President Associates, LP** , is inviting you to apply for the CA COVID-19 Rent Relief Program for the property located at, **315 Wayne Place #307 Oakland CA 94606**. This program will help income-eligible households pay for past-due and future rent and utilities. Assembly Bill No. 832, which was approved by Governor Newsom on June 28, 2021, provides the basis for this rental assistance program and California's related tenant (renter) protection laws.


Submitting a completed application within 15 business days of this notice may provide you with eviction protection under California law.

To be eligible to benefit from this program, you must complete a Tenant Application in the : CA COVID-19 Rent Relief portal.

For additional details about the COVID-19 Rent Relief Program, please click here.

Thank you, Click here to login: <https://hornellp-ca.neighborlysoftware.com/CaliforniaCovid19RentRelief/Participant>

Thank you, Click here to login: <https://hornellp-ca.neighborlysoftware.com/CaliforniaCovid19RentRelief/participant>

 Neighborly Software Logo

2 attachments

 Neighborly Software **neighborly-logo.png**  
12K

000146

# EXHIBIT SEVEN



# HERA

housing and  
economic  
rights advocates

David P. Wasserman  
Wasserman-Stern Law Offices  
2960 Van Ness Avenue  
San Francisco, CA 94109  
Fax: (415) 567-9696  
Email: [dwasserman@wassermanstern.com](mailto:dwasserman@wassermanstern.com)

CC: Jennifer Weingand  
Property Supervisor  
Meridian Management Group  
614 Grand Ave. #206  
Oakland, CA 94610  
[jweingand@mmgprop.com](mailto:jweingand@mmgprop.com)

CC: Laurie Fleurentin  
315 Wayne Place, Unit #307  
Oakland, CA 94606

*Sent via US Mail, Email and Fax*

11.15.2021

**Re: Tenant Laurie Fleurentin – 315 Wayne Place, Unit #307, Oakland, CA 94606**

Dear Mr. Wasserman,

My name is Johanna Kanes and I write on behalf of Tenant Laurie Fleurentin of 315 Wayne Place, Unit #307 (“Unit #307”). Ms. Fleurentin is in receipt of the Notice to Change Terms of Tenancy and Rent Increase Notice (the “Notice”) dated April 15, 2020, and the Resident Ledger from Jennifer Weingand (“Resident Ledger”), dated October 1, 2021. **The Notice issued by your firm is an illegal attempt to raise Ms. Fleurentin’s rent. I respectfully request that you and Meridian Management Group rescind the Notice and the Resident Ledger via writing within 5 days of receipt of this letter.**

Ms. Fleurentin moved into Unit #307 in March of 2013. Despite repeated requests, Ms. Fleurentin was never added to the lease agreement. Since April 1, 2020, Ms. Fleurentin has paid rent directly to Meridian Management Group. Ms. Fleurentin received the Costa Hawking and Change in Terms of Tenancy Notice, dated April 15, 2020. **Per the Notice, starting January 1, 2021, Laurie’s rent would be raised from \$1,178.00 to \$2,800.00. The raise constitutes a 137.7% increase in rent.**

On August 31, 2021, Ms. Fleurentin received an Outstanding Rent Balances Owed notice for \$4,866.00 in rent due from Meridian Management Group, which was not signed. In response to the Notice and the Outstanding Rent Balances Owed notice, Ms. Fleurentin emailed Jennifer

000148

# HERA

housing and  
economic  
rights advocates

Weingand on September 1, 2021 requesting the months and amounts of rent she had allegedly missed in writing.

Ms. Fleurentin went to the leasing office on October 1, 2021 to talk with Ms. Weingand about the notices. Ms. Weingand said the August 31, 2021 notice was a mistake and refused to give the amount allegedly owed in person. Later on October 1, 2021, Ms. Fleurentin received an email from Ms. Weingand stating the August 31, 2021 notice indicating two months past due rent was sent in error. Attached to the email was the Resident Ledger with a significantly higher balance. **The Resident Ledger prepared October 1, 2021, has Ms. Fleurentin's rent listed as \$2,800.00 per month and an overdue balance of \$17,398.00.**

**Under California state and local law, the Costa Hawking and Change in Terms of Tenancy Notice, dated April 15, 2020, is an illegal rent notice; and as such, the Resident Ledger is inaccurate.**

The Notice refers to the Costa-Hawkins Act as the legal basis for the attempted 137.7% increase in rent. However, the Costa-Hawkins Act does not apply to Unit #307. An owner may establish the initial and all subsequent rental rates for a dwelling unit if it 1) has a certificate of occupancy issued after February 1, 1995; 2) it has already been exempt from the residential rent control ordinances of a public entity on or before February 1, 1995, pursuant to a local exemption for newly constructed units; and/or 3) it is alienable separate from the title to any other dwelling unit or is a subdivided interest in a subdivision (Cal. Civ. Code section 1954.52(a)). Unit #307 is not new construction with a certificate of occupancy issued after February 1, 1995. According to public records, the building was built in 1966. Further, because it was built in 1966, it is not exempt from local price control laws. Finally, Unit #307 is not alienable separate from the title of any other units at Wayne Place.

Even if the Costa-Hawkins Act did apply, section 1954.53(d)(2) states that an owner may increase the rent to a *lawful sublessee or assignee*. Ms. Fleurentin never signed a lease agreement, sublease agreement, nor assignment. Therefore, Ms. Fleurentin is not a sublessee or assignee and section 1954.53(d)(2) does not apply.

**While the Costa-Hawkins Act does not apply to Unit #307, local rent control laws do apply, making the attempted 137.7% increase illegal.**

Unit #307 is subject to the City of Oakland's Rent Adjustment Ordinance as the owner receives rent from Ms. Fleurentin in return for the occupancy of the dwelling unit and Unit #307 is not an exempted unit. Oakland Ordinance No. 13589 C.M.S. (as extended on July 21, 2020), establishes a moratorium on residential evictions, rent increases above the consumer price index of 1.9%, and a prohibition on late fees. The Ordinance applies to units regulated under the Oakland Just Cause for Eviction and Oakland Rent Adjustment Ordinances, including Unit #307.

# HERA

housing and  
economic  
rights advocates

The Notice attempts to increase Ms. Fleurentin's rent 137.7%, above the 1.9% allowed by the moratorium, and thus an unlawful amount.

In the alternative, even if Unit #307 was not covered by Oakland's rent control laws, Ms. Fleurentin's tenancy is still protected under California state law. Under California Civil Code section 1947.12(a), an owner of residential real property shall not raise the rent of a unit more than 5% plus the CPI, or 10%, whichever is lower, over the course of a 12-month period. No exception applies to remove Unit #307 from section 1947.12(a); unless Oakland rent control laws are applied. Please note that section 1947.12(b) does not apply to this case. Ms. Fleurentin was a prior lawful occupant in possession of the unit prior to April 1, 2020. The Notice attempts to raise Ms. Fleurentin's rent 137.7%, an illegal rent increase under California state rent control laws.

Since the Notice is an illegal attempt to raise rent, Ms. Fleurentin is not obligated to pay rent in the amount of \$2,800 per month and kindly requests an updated Resident Ledger reflecting an accurate account balance. Kindly note that California laws protect Ms. Fleurentin from retaliation, including constructive eviction. Further, the Alameda County Eviction Moratorium is still in effect and applies to Ms. Fleurentin's tenancy. Ms. Fleurentin reserves her legal rights, including taking the matter before the Oakland Rent Adjustment Program, if this matter is not resolved.

**Please respond via writing within 5 days of receipt of this letter with an updated Resident Ledger and recession of the Notice dated April 15, 2020. Please respond to me (contact details provided below) and Ms. Fleurentin at 315 Wayne Place, Unit #307, Oakland, CA 94606.**

I thank you for prompt attention to this matter.

Sincerely,

Johanna Kanes  
Staff Attorney (She/Her)  
Housing and Economic Rights Advocates (HERA)  
Phone: (510) 775-1576  
Fax: (510) 225-3891  
Email: [jkanes@heraca.org](mailto:jkanes@heraca.org)

# EXHIBIT EIGHT



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**315 Wayne Place, Unit 307, Oakland**

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**Dave Wasserman** <dave@wassermanoffices.com>  
To: "jkanes@heraca.org" <jkanes@heraca.org>  
Cc: Jennifer Weingand <jweingand@mmgprop.com>

Wed, Nov 17, 2021 at 4:03 PM

Dear Ms. Kanes:

Thank you for your letter of November 15, 2021 on behalf of Laurie Fleurentin. Please find enclosed the most recent tenant ledger.

The April 15, 2020 rent increase notice stands. Your client is a subsequent occupant. The last original occupant permanently vacated, and the rent was adjusted promptly thereafter.


Sincerely,

Dave Wasserman

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Please note email change. Going forward, please direct all emails to my new email address:  
Dave@wassermanoffices.com

---

 **rs\_Tenant\_Ledger - 2021-11-17T152342.097.pdf**  
150K

000152



# Resident Ledger

**A. Laurie Fleurentin**  
**315 Wayne Place 307**  
**Oakland, CA, 94606**

Date: 11/17/2021  
 Resident Code: t0019940  
 Property: 0171  
 Unit: 307  
 Status: Current  
 Rent: \$2,800.00  
 Deposit:  
 Move In Date: 10/03/1996  
 Move Out Date: 01/01/0001  
 Due Day: 1  
 Tel Num(Office):  
 Tel Num(Home):

Date	Description	Charges	Payments	Balance
	Balance Forward	0.00	0.00	0.00
10/01/18	Rent (10/2018)	1,101.93	0.00	1,101.93
10/15/18	Chk# 1147	0.00	1,101.93	0.00
11/01/18	Rent (11/2018)	1,101.93	0.00	1,101.93
11/09/18	Late Charge	25.00	0.00	1,126.93
11/13/18	Chk# 819420044	0.00	1,126.93	0.00
12/01/18	Rent (12/2018)	1,101.93	0.00	1,101.93
12/06/18	Late Charge	25.00	0.00	1,126.93
12/12/18	Chk# 1149	0.00	1,126.93	0.00
01/01/19	Rent Board Fees (01/2019)	34.00	0.00	34.00
01/01/19	Rent (01/2019)	1,139.40	0.00	1,173.40
01/14/19	Chk# 1152	0.00	1,173.40	0.00
02/01/19	Rent (02/2019)	1,139.40	0.00	1,139.40
02/08/19	Chk# 1154	0.00	1,139.40	0.00
03/01/19	Rent (03/2019)	1,139.40	0.00	1,139.40
03/11/19	Chk# 1091	0.00	1,140.00	(0.60)
04/01/19	Rent (04/2019)	1,139.40	0.00	1,138.80
04/17/19	Chk# 1155	0.00	1,164.40	(25.60)
04/17/19	Late Charge	25.00	0.00	(0.60)
04/30/19	To clear credit balance per supervisor	0.60	0.00	0.00
05/01/19	Rent (05/2019)	1,139.40	0.00	1,139.40
05/20/19	Chk# 1158	0.00	1,164.40	(25.00)
05/20/19	Late Charge	25.00	0.00	0.00
06/01/19	Rent (06/2019)	1,139.40	0.00	1,139.40
06/13/19	Chk# 1093	0.00	1,164.00	(24.60)
06/13/19	Late Charge	25.00	0.00	0.40
07/01/19	Rent (07/2019)	1,139.40	0.00	1,139.80
07/24/19	Chk# 1095	0.00	1,164.00	(24.20)
07/24/19	Late Charge	50.00	0.00	25.80
08/01/19	Rent (08/2019)	1,139.40	0.00	1,165.20
08/16/19	Chk# 25788071193	0.00	1,000.00	165.20
08/16/19	Chk# 25788071204	0.00	139.70	25.50
09/01/19	Rent (09/2019)	1,139.40	0.00	1,164.90
09/05/19	Chk# 1161	0.00	1,139.40	25.50
10/01/19	Rent (10/2019)	1,139.40	0.00	1,164.90
10/07/19	Chk# 1162	0.00	1,139.00	25.90
11/01/19	Rent (11/2019)	1,139.40	0.00	1,165.30
11/06/19	Chk# 1166	0.00	1,139.00	26.30
12/01/19	Rent (12/2019)	1,139.40	0.00	1,165.70
12/06/19	Chk# 26090337306	0.00	1,000.00	165.70
12/06/19	Chk# 26090337317	0.00	139.00	26.70
01/01/20	Rent Board Fees (01/2020)	34.00	0.00	60.70
01/01/20	Rent (01/2020)	1,178.00	0.00	1,238.70
01/07/20	Chk# 1169	0.00	1,178.00	60.70
02/01/20	Rent (02/2020)	1,178.00	0.00	1,238.70

**000153**



**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.

CASE NUMBER T22- 0015

## PROPERTY OWNER RESPONSE TO TENANT PETITION

**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](mailto:RAP@oaklandca.gov).

Rental Unit Information			
315 <small>Street Number</small>	Wayne Place <small>Street Name</small>	307 <small>Unit Number</small>	Oakland, CA 94606 <small>Zip Code</small>
Is there more than one street address on the parcel? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <small>If yes, list all addresses: _____</small>			
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: <u>36</u> Date acquired property: <u>October 2014</u>	
Case number(s) of any relevant prior Rent Adjustment case(s): _____			
Tenant Information			
Name of Tenant Petitioner(s): <u>Laurie Fleurentin</u>			
Date tenant(s) moved into rental unit: <u>3/2013</u>		Initial rent amount: \$ <u>950</u>	
Is/are tenant(s) current on rent?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Property Owner Information			
<u>Jennifer</u> <small>First Name</small>		<u>Weingard (owner agent)</u> <small>Last Name</small>	
Company/LLC/LP (if applicable): <u>Meridian Management / University President Associates</u>			
Mailing address: <u>1717 Powell St. #300, San Francisco CA</u>			
Primary Telephone: <u>415-470-8474</u>		Other Telephone: _____ Email: <u>jweingand@mmgprop.com</u>	
Property Owner Representative (Check one): <input type="checkbox"/> No Representative <input type="checkbox"/> Attorney <input type="checkbox"/> Non-attorney			
<u>Greg / JR</u> <small>First Name</small>		<u>McConnell</u> <small>Last Name</small>	
Mailing Address: <u>1Embarcadero W. #168 Oakland CA 94607</u>			
Phone Number: <u>510-691-7365</u>		Email: <u>jr@themcconnellgroup.com</u>	

## 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. <b>to be provided prior to hearing, per RAP regulations</b>
<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. <b>to be provided prior to hearing, per RAP regulations</b>
<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 first RAP Notice provided to the petitioning tenant(s) or check the appropriate box below. upon acquiring the building _____ and by prior owners. <input checked="" type="checkbox"/> I first provided tenant(s) with the RAP Notice on (date) _____. <input 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.

<b>A.</b>	<b>Unlawful Rent Increase(s)</b>
<i>Complete this section if any of the grounds for the Tenant Petition fall under Category A on the Tenant Petition.</i>	

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)					
4/15/2020	1/1/21	\$ 1178	\$ 2800	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Costa - Hawkins
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	

If 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).	Owner denies this claim and will provide testimony at hearing and evidentiary documentation prior to hearing per RAP regulations. - See Attachment A
(A3)	A government agency has cited the unit for serious health, safety, fire, or building code violations.	Owner denies this claim and will provide testimony at hearing and evidentiary documentation prior to hearing per RAP regulations. - See Attachment A

<b>B.</b>	<b>Decreased Housing Services</b>
<i>Complete this section if any of the grounds for the Tenant Petition fall under Category B on the Tenant Petition.</i>	

	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.	
(B2)	Tenant(s) is/are being unlawfully charged for utilities.	


<b>C.</b>	<b>Other</b>
<i>Complete this section if any of the grounds for the Tenant Petition fall under Category C on the Tenant Petition.</i>	

	Tenant Petition Grounds	Owner Response
(C1)	Rent was not reduced after a prior rent increase period for capital improvements.	
(C2)	Owner exemption based on fraud or mistake.	
(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)).	

### 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.

 Owner Representative  
Property Owner 1 Signature

2/8/2022

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.**

Property Owner Signature

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

**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 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: 2 / 8 / 2022 I served a copy of (check all that apply):

- PROPERTY OWNER RESPONSE TO TENANT PETITION** plus 1 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.
- Electronic Service**

**PERSON(S) SERVED:**

Name	Laurie Fleurentin
Address	loyfle10@gmail.com
City, State, Zip	

Name	Johanna Kanes
Address	jkanes@heraca.org
City, State, Zip	

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

JR McConnell, Owner Representative

PRINTED NAME



SIGNATURE

2/8/2022

DATE SIGNED

# IMPORTANT INFORMATION REGARDING FILING YOUR RESPONSE

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## TIME TO FILE YOUR RESPONSE

Your Property Owner Response form must be received by the Rent Adjustment Program within 35 days after the Tenant Petition was mailed to you (30 days if the Petition was delivered in-person). RAP staff cannot grant an extension of time to file.

## CONTACT A HOUSING COUNSELOR TO REVIEW YOUR RESPONSE BEFORE SUBMITTING

To make an appointment, email [RAP@oaklandca.gov](mailto:RAP@oaklandca.gov) or call (510) 238-3721. Although the Housing Resource Center is temporarily closed for drop-in services, assistance is available by email or telephone.

## DOCUMENTS SUBMITTED IN SUPPORT OF RESPONSE

All attachments submitted together with your Response must be numbered sequentially. You may submit additional evidence in support of your Response up to seven days before your hearing. You must serve a copy of any documents filed with RAP on the other party and submit a PROOF OF SERVICE form.

## SERVICE ON TENANT(S)

You are required to serve a copy of your Property Owner Response form (plus any attachments) on the tenant or the tenant's representative and submit a PROOF OF SERVICE form together with your Response.

- (1) Serve a copy of your Response on the tenant by mail or personal delivery.
- (2) Complete a PROOF OF SERVICE form (*included in this Response packet and available on RAP website*) indicating the date and manner of service and the person(s) served.
- (3) Provide the tenant with a completed copy of the PROOF OF SERVICE form together with the document(s) being served.
- (4) File a completed copy of the PROOF OF SERVICE form together with your Response when submitting to RAP.

Note: Your Response will not be considered complete until a PROOF OF SERVICE form has been filed indicating that the tenant has been served.

## FILING YOUR RESPONSE

Although RAP normally does not accept filings by email or fax, RAP is temporarily accepting Responses via email during the COVID-19 local state of emergency. You may also fill out and submit your Response online through the RAP website or deliver the Response to the RAP office by mail. If the RAP office is closed on the last day to file, the time to file is extended to the next day the office is open. If you send your Response by mail, a postmark date does not count as the date it was received. Remember to file a PROOF OF SERVICE form together with your Response.

**Via email:** [hearingsunit@oaklandca.gov](mailto:hearingsunit@oaklandca.gov)

**Mail to:** City of Oakland  
Rent Adjustment Program  
250 Frank H. Ogawa Plaza, Ste. 5313  
Oakland, CA 94612-0243

**File online:** <https://www.oaklandca.gov/services/respond-to-a-tenant-petition-for-the-rent-adjustment-program>

**In person:** TEMPORARILY CLOSED  
City of Oakland  
Dalziel Building, 250 Frank H. Ogawa Plaza Suite  
5313 Reception area  
*Use Rent Adjustment date-stamp to stamp your documents to verify timely delivery and place them in RAP self-service drop box.*

### **AFTER RESPONSE IS FILED**

In most cases, RAP will schedule a hearing to determine whether the Tenant Petition should be granted or denied. You will be mailed a Notice of Hearing indicating the hearing date. If you are unable to attend the hearing, contact RAP as soon as possible. The hearing will only be postponed for good cause.

### **FILE/DOCUMENT REVIEW**

Either party may contact RAP to review the case file and/or to request copies of any documents pertaining to the case at any time prior to the scheduled hearing.

### **FOR MORE INFORMATION**

Additional information on the petition and hearing process is located on the RAP website and in the Residential Rent Adjustment Program Ordinance and Regulations (see Oakland Municipal Code 8.22.010 *et seq.*). For more information on rent increases, including the list of the annual allowable CPI rates and calculators for certain justifications, see: <https://www.oaklandca.gov/resources/learn-more-about-allowable-rent-increases>, or you can refer to the Guide on Oakland Rental Housing Law at <https://cao-94612.s3.amazonaws.com/documents/Guide-to-Oakland-Rental-Housing-Law-1.pdf>. You may also contact a RAP Housing Counselor with questions at any time by emailing [RAP@oaklandca.gov](mailto:RAP@oaklandca.gov) or calling (510) 238-3721.

## **Attachment A**

- The rent increase is authorized by Costa Hawkins rental housing act
- The Petition is time barred
- Owner denies each and every allegation made by Tenant
- Owner reserves the right to amend the response as more information becomes available



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Account # 00206650  
UNIVERSITY PRESIDENT ASSOCIATES LP

**Business License Online Renewal** **Secure**

[PRINT THIS PAGE FOR YOUR RECORD](#)

Your business license renewal has been successfully submitted. You will receive a link to print your business license shortly. Please allow up to 10 working days. If you have any questions, please contact the Business Tax office at (510) 238-3704. Thank you. Business Tax Office City of Oakland

Submission Date 1/25/2021  
Confirmation # 218919

**Account Information**

Account # 00206650  
Expire Date 12/31/2021  
Name UNIVERSITY PRESIDENT ASSOCIATES LP  
Address 315 WAYNE PL  
City OAKLAND  
Phone (415) 733-0828

**Summary**

	Input	Amount
<b>STD</b>		
Enter 2020 Gross Receipts *(Enter estimated 2021 Gross Receipts if business started in Oakland in 2020)*	822,886.9	\$11,479.27
BT SB1186 (AB1379)	1	\$4.00
BT Recordation and Tech	1	\$3.00
<b>RAP</b>		
a. Total # of units per Alameda County Records:	46	\$4,646.00
<b>Total Due</b>		<b>\$16,132.27</b>
<b>Payment Information</b>		
Payment Amount		\$16,132.27

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**For Assistance**  
Email: [btwebsupport@oaklandca.gov](mailto:btwebsupport@oaklandca.gov)  
Phone: (510) 238-3704

**City of Oakland**  
250 Frank H Ogawa Plaza, Suite 1320  
Oakland, CA 94612

**Hours:**  
8:00 AM-4:00 PM  
Monday, Tuesday, Thursday ,Friday

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Account # 00206650  
UNIVERSITY PRESIDENT ASSOCIATES LP

**Business License Online Renewal**  **Secure**

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The business tax license renewal has been submitted. Business tax certificates will be emailed 2 to 5 days after successfully renewing account. For questions, please contact the Business Tax office at (510) 238-3704 or btwebsupport@oaklandca.gov. Thank you, City of Oakland - Business Tax

Submission Date 2/9/2022  
Confirmation # 314102

**Account Information**

Account # 00206650  
Expire Date 12/31/2022  
Name UNIVERSITY PRESIDENT ASSOCIATES LP  
Address 315 WAYNE PL  
City OAKLAND  
Phone (415) 733-0828

**Summary**

	Input	Amount
<b>Tax Calculation</b>		
Enter 2021 Gross Receipts *(Enter estimated 2022 Gross Receipts if business started in Oakland in 2021)*	874,191.47	\$12,194.97
BT SB1186 (AB1379)	1	\$4.00
BT Recordation and Tech	1	\$4.50
<b>Rent Adjustment Program (RAP) Calculation - only use whole numbers below</b>		
a. Total # of units per Alameda County Records:	46	\$4,646.00
<b>Total Due</b>		<b>\$16,849.47</b>
<b>Payment Information</b>		
Payment Amount		\$16,849.47

After printing or saving this page for your records, you may close this browser window/tab.

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8:00 AM-4:00 PM

Monday, Tuesday, Thursday ,Friday

9:30 AM-4:00 PM Wednesdays.



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**000165**



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 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: 2 / 9 / 2022 I served a copy of (check all that apply):

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

Other: Business License Renewal Receipt

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.

**Electronic Service**

**PERSON(S) SERVED:**

Name	Laurie Fleurentin
Address	loyfle10@gmail.com
City, State, Zip	

Name	Johanna Kanés
Address	jkanes@heraca.org
City, State, Zip	

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

JR McConnell, Owner Representative

PRINTED NAME

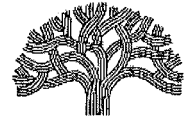


SIGNATURE

2/9/2022

DATE SIGNED

# CITY OF OAKLAND



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

Department of Housing and Community Development  
Rent Adjustment Program

TEL (510) 238-3721  
FAX (510) 238-6181  
CA Relay Service 711

## **ADMINISTRATIVE DECISION**

**CASE NUMBER:** T22-0015, Fleurentin v. Meridian Management Group

**PROPERTY ADDRESS:** 315 Wayne Place, Unit #307, Oakland, CA

**PARTIES:** Laurie Fleurentin, Tenant  
Johanna Kanés, Tenant's Representative  
Meridian Management Group, Owner's Agent  
The McConnell Group, Owner's Representative

## **INTRODUCTION AND EVIDENCE**

On January 3, 2022, the tenant, Laurie Fleurentin, and her Attorney Representative, Johanna Kanés, filed a Tenant Petition, contesting a single rent increase.

The tenant stated in his Tenant Petition under penalty of perjury that she received the contested rent increase notice on April 15, 2020, and that the contested rent increase proposed to increase the monthly rent from \$1,178.00 to \$2,800.00, effective January 1, 2021. The tenant and her representative submitted Exhibit 1 to the Tenant Petition, that included a copy of the rent increase notice together with a notice of the Rent Adjustment Program (RAP Notice).

The contested rent increase is the only issue in the Tenant Petition.

## **REASON FOR ADMINISTRATIVE DECISION**

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

000168



Timeliness of the Tenant Petition to Contest a Rent Increase

For a petition contesting a rent increase, the petition must be filed within 90 days of the date the owner serves the rent increase notice if the owner provided the RAP Notice with the rent increase.<sup>1</sup>

The tenant stated in her petition under penalty of perjury that she received the rent increase notice on April 15, 2020. She submitted a copy of the rent increase notice that included the RAP Notice. To timely contest this rent increase, the tenant had 90 days from April 15, 2020, to contest it, which would have been July 13, 2020. The tenant petition was filed on January 3, 2022. Therefore, the tenant petition is not timely filed to contest this rent increase.

ORDER

1. The Tenant Petition T22-0015 is dismissed as untimely filed.
2. The Hearing scheduled for April 4, 2022, is cancelled.

Right to Appeal: This is the final decision of the Rent Adjustment Program (RAP). A party may appeal this decision by filing a completed RAP appeal form that must be received within 20 days after service of the decision, shown on the attached Proof of Service.

Dated: March 15, 2022

*Linda Moroz*

---

Linda M. Moroz, Hearing Officer  
Rent Adjustment Program

---

<sup>1</sup> O.M.C. §8.22.090A(2)(a)(i)

**PROOF OF SERVICE**  
**Case Number T22-0015**

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**

Administrative Decision

**Property Owner**

Jennifer Weingard  
Meridian Management/University President Associates  
1717 Powell Street, Suite 300  
San Francisco, CA 94133

**Owner representative**

Greg/JR McConnell  
The McConnell Group  
1 Embarcadero W. #168  
Oakland, CA 94607

**Tenant**

Laurie Fleurentin  
315 Wayne Place, Unit # 307  
Oakland, CA 94606

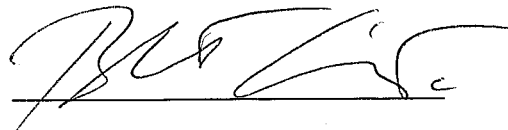
**Tenant Representative**

Johanna Kanes  
Housing & Economic Rights Advocate  
PO Box 29435  
Oakland, CA 94604

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.

**000170**

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **March 16, 2022** in Oakland, CA.

A handwritten signature in black ink, appearing to read 'Robert F. Costa', written over a horizontal line.

Robert F. Costa

Oakland Rent Adjustment Program



**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> Laurie Fleurentin	<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant
<b>Property Address (Include Unit Number)</b> 315 Wayne Place, Unit 307, Oakland, CA 94606	
<b>Appellant's Mailing Address (For receipt of notices)</b> Same as property address	<b>Case Number</b> T22-0015
	<b>Date of Decision appealed</b> March 15, 2022
<b>Name of Representative (if any)</b> Christa Conry, Esq. Housing and Economic Rights Advocates (HERA)	<b>Representative's Mailing Address (For notices)</b> P.O. Box 29435 Oakland, CA 94604

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: 3.

- **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 April 4, 2022, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first-class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<b><u>Name</u></b>	Greg/JR McConnell, The McConnell Group
<b><u>Address</u></b>	1 Embarcadero W. #168
<b><u>City, State Zip</u></b>	Oakland, CA 94607
<b><u>Name</u></b>	Jennifer Weingard, Meridian Management/ University President Associates
<b><u>Address</u></b>	1717 Powell Street, Suite 300
<b><u>City, State Zip</u></b>	San Francisco, CA 94133

<i>Christa Conry</i>	04/02/22
----------------------	----------

**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.





housing and  
economic  
rights advocates

Oakland Rent Adjustment Program  
250 Frank H. Ogawa Plaza, Suite 5313  
Oakland, California 94612  
hearingsunit@oaklandca.gov

*Sent via Email*

CC: David P. Wasserman  
Wasserman-Stern Law Offices  
2960 Van Ness Avenue  
San Francisco, CA 94109  
dwasserman@wassermanstern.com

CC: Jennifer Weingand  
Property Supervisor  
Meridian Management Group  
614 Grand Ave. #206  
Oakland, CA 94610  
jweingand@mmgprop.com

CC: Greg/JR McConnell  
The McConnell Group  
1 Embarcadero W. #168  
Oakland, CA 94607

*Sent via US Mail and Email*

April 4, 2022

**Re: Case Number T22-0015, 315 Wayne Place, Unit 307, Oakland**

To the Oakland Rent Adjustment Program:

My organization represents tenant Laurie Fleurentin regarding an invalid and unenforceable rent increase she received on April 15, 2020. The rent increase attempts to increase Ms. Fleurentin's rent at the aforementioned property by 137.7%, well above the allowable limits of Oakland and California law. Ms. Fleurentin filed a petition for unlawful rent increase with the City of Oakland Residential Rent Adjustment Program on January 4, 2022. On March 15, 2022, she received notice of cancellation of hearing and the Hearing Officer's administrative decision dismissing her petition as untimely filed.

Ms. Fleurentin appeals the order dismissing her petition and cancelling her hearing on the following grounds:

1) **The decision is inconsistent with OMC Chapter 8.22 and Rent Board Rules and Regulations;**

Oakland Municipal Code section 8.22.090(2)(b) provides a tenant must file a petition contesting an illegal rent increase within ninety days “of the date the tenant first receives written notice of the existence and scope of [the Chapter of the Oakland Municipal Code titled Residential Rent Adjustments and Evictions] as required by Section 8.22.060.” OAKLAND MUNICIPAL CODE § 8.22.090(2)(b). Section 8.22.060 requires an owner to give this initial written notice in a form prescribed by the Rent Adjustment Program and that the notice be in English, Spanish, and Chinese. OAKLAND MUNICIPAL CODE § 8.22.060(A)(2).

As outlined in her initial petition, Ms. Fleurentin never received a proper RAP Notice in English, Spanish, and Chinese, as required by Section 8.22.060, at the commencement of her tenancy. Therefore, under Section 8.22.090(2)(b), there is no time limit by which Ms. Fleurentin is required to bring a petition contesting a rent increase. Only when the owner serves Ms. Fleurentin a proper RAP notice will the deadline to contest any rent increase, as outlined in Section 8.22.090, begin. *See* OAKLAND MUNICIPAL CODE § 8.22.090(2)(b). For this reason, the administrative decision dismissing Ms. Fleurentin’s petition as untimely filed is not consistent with Oakland Law.

2) **The decision violates local law;**

In response to the COVID-19 Pandemic, on March 27, 2020, Oakland Ordinance No. 13589 C.M.S. (as extended on July 21, 2020) (hereinafter the “Emergency Ordinance”), established a moratorium on rent increases above the consumer price index of 1.9%. The Emergency Ordinance applies to units regulated by the Oakland Just Cause for Eviction and Oakland Rent Adjustment Ordinances. The Emergency Ordinance provides as follows: “For rental units regulated by Oakland Municipal Code 8.22.010 et seq, any notice of rent increase in excess of the CPI Rent Adjustment, as defined in Oakland Municipal Code Section 8.22.020, **shall be void and unenforceable if the notice is served or has an effective date during the Local Emergency...**” OAKLAND ORDINANCE NO. 13589 C.M.S. § 4 (emphasis added). The Emergency Ordinance does not require a tenant who receives a rent increase notice above the consumer price index of 1.9% to challenge the notice within a certain time. Instead, it automatically invalidates a rent increase issued during its effective period. *Id.*

There is no dispute that Ms. Fleurentin’s unit is regulated by both the Oakland Just Cause for Eviction and Rent Adjustment Ordinances. The unit is not exempt from those laws under any framework. The proposed increase is well over the CPI Rent Adjustment and was served on April 15, 2020, while the Emergency Ordinance was in

effect. For these reasons, the increase is void and unenforceable as a matter of law. The Oakland Rent Adjustment Program is charged with regulating rental units in the City of Oakland and should therefore use its powers to allow a hearing to determine, or alternatively issue an administrative decision, that rent increases in violation of local law are invalid. For this reason, Ms. Fleurentin's petition should not have been dismissed because the procedural requirements for bringing petitions outside the local emergency do not apply to this rent increase which was issued during the local emergency.

**3) The decision is not supported by substantial evidence.**

As described above, evidence found in the case record demonstrates that Ms. Fleurentin's petition regarding an illegal rent increase should not be dismissed. Because Ms. Fleurentin did not receive a proper RAP notice at the inception of her tenancy, the time requirements to bring a petition under Oakland Municipal Code section 8.22.090(A)(2)(a) do not apply. Instead, the provisions of Section 8.22.090(2)(b) apply and Ms. Fleurentin is only required to bring a petition for unlawful rent increase within ninety days *if and when* she receives a valid RAP notice.

Furthermore, the evidence found in the case record demonstrates that the owner's attempted rent increase was served during the effective period of the Oakland Emergency Ordinance prohibiting rent increases above the CPI Rent Adjustment. Ms. Fleurentin's petition, therefore, should not be dismissed so the Rent Adjustment Program can issue a ruling reflecting that the owner's rent increase notice violates this local emergency ordinance.

For the foregoing reasons, Ms. Fleurentin respectfully appeals the Rent Adjustment Program's Order of March 15, 2022 dismissing her petition and cancelling her hearing.

I thank you for prompt attention to this matter. Please let me know if I may provide any further documentation or information.

Sincerely,

Christa Conry  
Staff Attorney (She/Her)  
Housing and Economic Rights Advocates (HERA)  
Phone: (510) 775-1576  
Fax: (510) 225-3891  
Email: cconry@heraca.org

RL

# WASSERMAN

S A N F R A N C I S C O

April 6, 2022

**RECEIVED**

APR 11 2022

OAKLAND RENT  
ADJUSTMENT PROGRAM

Oakland Rent Adjustment Program  
250 Frank H. Ogawa Plaza, Suite 5313  
Oakland, CA 94612  
[hearingsunit@oaklandca.gov](mailto:hearingsunit@oaklandca.gov)

Christa Conry  
Staff Attorney  
Housing and Economic Rights Advocates  
P.O. Box 29435  
Oakland, CA 94604  
[cconry@heraca.org](mailto:cconry@heraca.org)

**Re: Case Number T22-0015, 315 Wayne Place, Unit 307, Oakland**

Dear Commissioners:

On behalf of the 315 Wayne Place housing provider ("Wayne Place"), I would like to submit a brief response to HERA's April 4<sup>th</sup> letter and appeal.

With regard to the contention that the Costa-Hawkins rent adjustment is invalid, Wayne Place respectfully disagrees. The notice, served when Wayne Place received written affirmation that the last original occupant was no longer permanently residing at the apartment, comports with Civil Code Section 827. The adjustment to market rate rent was given well more than 90 days in advance; indeed, the notice was issued in mid-April of 2020 with an effective date of January 1, 2021.

As you know, Section 8.22.060 speaks to a multilingual notice requirement at the inception or commencement of a tenancy. In this instance, there was no new tenancy; rather, per Costa-Hawkins, the existing tenancy continues with an adjusted rent. Indeed, the notice in question here was properly served upon all occupants, both the original lessees and the subsequent lessees.

For ease of reference, the pertinent portion of Section 8.22.060 is reprinted on the next page. Again, this is not a new tenancy. As Ms. Conry notes, her client moved into the apartment in March of 2013 and joined an already existing tenancy. The April 2020 noticed rent adjustment was simply just that: a rent increase for an existing and still existing tenancy.

## **8.22.060 - Notice of the existence of this chapter required at commencement of tenancy.**

**Notice at Commencement of Tenancy.** The owner of any covered unit is required to comply with the following notice requirements at the commencement of any tenancy:

1. On or before the date of commencement of a tenancy, the owner must give the tenant a written notice in a form prescribed by the Rent Adjustment Program which must include the following information:

- a. The existence and scope of this chapter; and
- b. The tenant's rights to petition against certain rent increases.

2. The owner must give the initial notice in four languages: English, Spanish, Mandarin, and Cantonese.

B. Evidence of Giving Notice. When filing an owner's response to a tenant petition or an owner's petition for a rent increase, the owner must submit evidence that the owner has given the notice required by this section to the affected tenants in the building under dispute in advance of the filing. When responding to a tenant petition, the owner may allege that the affected dwelling units are exempt in lieu of providing evidence of complying with the notice requirement. If an owner fails to submit the evidence and the subject dwelling unit is not exempt, then the owner's petition or response to a tenant's petition must be dismissed. This evidence can be a statement of compliance given under oath, however, the tenant may controvert this statement at the hearing. An owner's filing the notice in advance of petition or response prevents the owner's petition or response from being dismissed, but the owner may still be subject to the rent increase forfeiture if the notice was not given at the commencement of the tenancy or within the cure period set out in Section 8.22.060(C).

C. Failing to Give Notice. An owner who fails to give notice of the existence and scope of the Rent Adjustment Program at the commencement of a tenancy, but otherwise qualifies to petition or respond to a petition filed with the Rent Adjustment Program, will forfeit six months of the rent increase sought unless the owner cured the failure to give the notice. An owner may cure the failure to give the notice at the commencement of a tenancy required by this section and not be subject to a forfeiture of a rent increase if the owner gives the notice at least six months prior to serving the rent increase notice on the tenant or, in the case of an owner petition, at least six months prior to filing the petition.

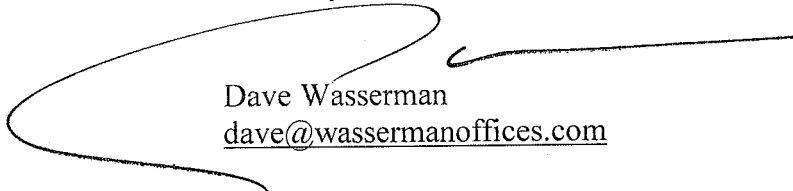
Next, Ms. Fleurentin argues that the local rent increase moratorium render this increase as null and void. It does not. This rent adjustment was given pursuant to Costa-Hawkins. OMC Section 8.22.030(A)(7) exempts rental units that are subject to Costa-Hawkins rent adjustments. Specifically, the rent law states in pertinent part as follows:

A. The following dwelling units are not covered units for purposes of this chapter...

7. Dwelling units exempt pursuant to Costa-Hawkins (California Civil Code § 1954.52).

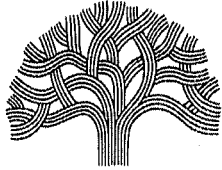
In sum, Wayne Place submits that Section 8.22.060 is inapplicable to this situation, as there is no new tenancy. The emergency ordinance is likewise inapplicable, as the apartment was exempt from coverage with regard to this rent adjustment. (Incidentally, the effective date of the rent adjustment, January 1, 2021, is well past the June 30, 2020 expiration date of the rent increase moratorium.) As such, this rent adjustment was neither void nor unenforceable. Ms. Fleurentin had plenty of time to contest it. She did not, and the 90-day rule applies absent evidence that Wayne Place, or its predecessor-in-interest, failed to provide the requisite RPA notice at the inception of the tenancy (e.g., circa March of 2013).

Sincerely,



Dave Wasserman  
[dave@wassermanoffices.com](mailto:dave@wassermanoffices.com)





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:

Letter Re: Case Number T22-0015, 315 Wayne Place, Unit 307, Oakland

(insert name of document served)

And Additional Documents

and (write number of attached pages) 3 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	Oakland Rent Adjustment Program
Address	250 Frank H. Ogawa Plaza, Suite 5313
City, State, Zip	Oakland, CA 94612

Name	Christa Conry, Staff Attorney, Housing & Economic Rights Advocates
Address	P.O. Box 29435
City, State, Zip	Oakland, CA 94604

Name	Jennifer Weingand, Property Supervisor, Meridian Mangement Group
Address	614 Grand Avenue #206
City, State, Zip	Oakland, CA 94610

Name	Greg/ JR McConnell, The McConnell Group
Address	1 Embarcadero W. #168
City, State, Zip	Oakland, CA 94607

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

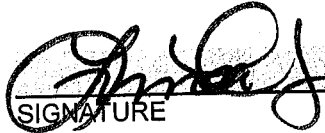
Name	
Address	
City, State, Zip	

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.

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 4/7/2022 (insert date served).

Linda Cikes

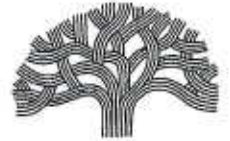
PRINT YOUR NAME

  
SIGNATURE

4/7/2022

DATE

# CITY OF OAKLAND



DALZIEL BUILDING • 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) 238-6181  
CA Relay Service 711

## Housing Residential Rent and Relocation Board (HRRRB)

### APPEAL DECISION

**CASE NUMBER:** T22-0015, Fleurentin v. Meridian Management Group

**APPEAL HEARING:** May 26, 2022

**PROPERTY ADDRESS:** 315 Wayne Place, Unit #307, Oakland, CA

**APPEARANCES:** Appellant/Tenant  
Representative: Christa Conry

Respondent/Owner  
Representative: Gregory McConnell

### PROCEDURAL BACKGROUND

On January 3, 2022, the tenant filed a petition contesting a monthly rent increase from \$1,178 to \$2,800, noticed on April 15, 2020, and effective January 1, 2021. The owner filed a response on February 8, 2022.

### RULING ON THE CASE

The Hearing Officer issued an Administrative Decision on March 15, 2022, which was mailed to the parties on March 16, 2022. The Decision stated that the tenant petition was submitted with a copy of the rent increase notice that included the RAP Notice. The Decision dismissed the petition for lack of timeliness, citing to Oakland Municipal Code ("O.M.C.") Section 8.22.090(A)(2)(a)(i), which requires petitions contesting a rent increase to be filed within ninety (90) days of the rent increase notice if the owner provided the RAP Notice both at the inception of tenancy and with the rent increase notice.

### GROUND FOR APPEAL

On April 4, 2022, the tenant timely appealed on the following grounds:

**000184**

- The decision is inconsistent with O.M.C. Chapter 8.22, Rent Board Regulations, or prior decisions of the Board;
- The decision violates federal, state or local law;
- The decision is not supported by substantial evidence.

The tenant contended that:

- (1) the owner has never provided the tenant with a complete RAP Notice, including notices in Spanish and Chinese as required by O.M.C. 8.22.060(A)(2), and therefore there is no time limit to file a petition contesting the rent increase until the complete RAP Notice is provided, pursuant to O.M.C. 8.22.090(A)(2)(b); and
- (2) the COVID-19 Local Emergency moratorium on evictions and rent increases that was in effect when the rent increase was noticed provides that any rent increase in excess of the Consumer Price Index (CPI) Rent Adjustment that is served while the moratorium is in effect is "void and unenforceable" and there is no time limit for challenging an automatically invalid rent increase.

The owner submitted a response to the tenant's appeal, contending:

- (1) the tenant joined an existing tenancy that had commenced around March of 2013 and the 90-day time limit to petition applies absent evidence that the owner failed to provide the RAP Notice at that time; and
- (2) the rent increase moratorium does not apply because O.M.C. Section 8.22.030(A)(7) ("Dwelling units exempt pursuant to Costa-Hawkins (California Civil Code § 1954.52)") exempts Costa-Hawkins rent increases and the January 1, 2021, effective date of the rent increase is past the June 30, 2020, expiration date of the moratorium.

### **BOARD DECISION**

After party arguments, questions to the parties, and Board discussion, Member Williams moved to find that the record does not contain substantial evidence to support the Hearing Officer's finding that the tenant's petition was filed untimely and to remand the case back to the Hearing Officer for a new hearing. Vice Chair Oshinuga seconded.

The Board voted as follows:

**Aye:** J. Deboer, N. Hudson, T. Williams, C. Oshinuga, D. Ingram  
**Nay:** None  
**Abstain:** None

The motion was approved.

*Chanée Franklin Minor*

CHANEÉ FRANKLIN MINOR  
BOARD DESIGNEE  
CITY OF OAKLAND  
HOUSING, RESIDENTIAL RENT AND  
RELOCATION BOARD

June 22, 2022

DATE



**PROOF OF SERVICE**

**Case Number T22-0015**

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**

Appeal Decision

**Manager**

Jennifer Weingand  
Meridian Management Group  
1717 Powell Street Unit #300  
Oakland, CA 94133

**Owner Representative**

Greg/JR McConnell  
The McConnell Group  
1 Embarcadero W., Suite #168  
Oakland, CA 94607

**Tenant**

Laurie Fleurentin  
315 Wayne Place, Unit 307  
Oakland, CA 94606

**Tenant Representative**

Johanna Kanés  
Housing & Economic Rights Advocates  
P.O. Box 29435  
Oakland, CA 94604

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **June 30, 2022** in Oakland, CA.

**000187**

A handwritten signature in blue ink, appearing to read 'Briana Lawrence-McGowan', written over a horizontal line.

Briana Lawrence-McGowan

Oakland Rent Adjustment Program

## McGowan, Briana

---

**From:** JR McConnell <jr@themcconnellgroup.com>  
**Sent:** Monday, September 5, 2022 3:35 PM  
**To:** Silveira, Ava; Hearings Unit  
**Cc:** jkanes@heraca.org; loyfle10@gmail.com; Gregory McConnell; jweingand@mmgprop.com; inquiries@heraca.org  
**Subject:** T22-0015 Supplemental Documentation in Support of Owner Position  
**Attachments:** Proof of Payment 2022 Business license renewal and RAP fee.pdf; Tenant Ledger 9-2-22.pdf; lease Oct 1996.pdf; Lease Addendum 1-28-2013.pdf; Lease Addendum 12-9-13 A.pdf; Lease Addendum 12-9-13 B.pdf; Estoppel 8-28-18.pdf; Coleman Letter of Intent to Vacate 12-4-18.pdf; Guerrier letter - 30 day intent to vacate 2-28-20.pdf; Guerrier Notice of Intent to Vacate 2-28-20.pdf; MoneyGram 3-31-20.pdf; Email - Fleurentin 3-10-21.pdf; PROOF-OF-SERVICE-9-5-22 electronic.pdf; PROOF-OF-SERVICE-9-5-22 US Mail.pdf

[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.

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Ms. Silveira,

Attached, please find the following documents in support of Owner's position in case T22-0015:

1. Proof of payment 2022 RAP fee and Business License Renewal.
2. Ledger 9-2-22
3. Lease Oct 1996
4. Lease Addendum 1-28-13
5. Lease Addendum 12-9-13 A
6. Lease Addendum 12-9-13 B
7. Estoppel 8-28-18
8. Coleman Letter of Intent to Vacate 12-4-18
9. Guerrier Letter - 30day Intent to Vacate 2-28-20
10. Guerrier Notice of Intent to Vacate 2-28-20
11. MoneyGram 3-31-20
12. Email from Fleurentin 3-10-21

The Tenant and Tenant Representative are being served electronically via copy on this email, as well as via First Class US Mail, see attached Proofs of Service.

Please include these documents in the case file and forward them to the Hearing Officer; please confirm Receipt via return email.

**JR McConnell**  
**The McConnell Group**  
(510) 691-7365 Mobile

---

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

PARK #38

# 307

MONTH-TO-MONTH RESIDENTIAL RENTAL AGREEMENT

1. **Identification of Landlord and Tenants.** This Agreement is made and entered into on OCT 2, 1996, 1996, between ANTOINE BELLOT / WILLIE BELLOT ("Tenants") and WAYNE PLACE ASSOCIATES ("Landlord"). Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.
  
2. **Identification of Premises and Occupants.** Subject to the terms and conditions set forth in this Agreement, Landlord rents to Tenants, and Tenants rent from Landlord, for residential purposes only, the premises located at 315 WAYNE PLACE #307 OAKLAND CA 94606, California ("the premises"). The premises shall be occupied by the undersigned Tenants and the following minor children: NONE
  
3. **Limits on Use and Occupancy.** The premises are to be used only as a private residence for Tenants and any minors listed in Clause 2 of this Agreement, and for no other purpose without Landlord's prior written consent. Occupancy by guests for more than ten days in any six-month period is prohibited without Landlord's written consent and shall be considered a breach of this Agreement.
  
4. **Defining the Term of the Tenancy.** The rental shall begin on OCT, 3, 1996, and shall continue on a month-to-month basis. This tenancy may be terminated by Landlord or Tenants and may be modified by Landlord, by giving 30-days' written notice to the other (subject to any local rent control ordinances that may apply).
  
5. **Amount and Schedule for the Payment of Rent.** Tenants shall pay to Landlord a monthly rent of \$ 695-, payable in advance on the \_\_\_\_\_ day of each month, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day. Rent shall be paid to WAYNE PLACE ASSOCIATES at 1748 'D' ST # 2 SO. LAKE TAHOE CA 96150, or at such other place as Landlord shall designate from time to time.
  - a. The form of payment shall be CHECK / MONEY ORDER.
  - b. On signing this Agreement, Tenants shall pay to Landlord for the period of \_\_\_\_\_, 19\_\_\_\_, through \_\_\_\_\_, 19\_\_\_\_, the sum of \$ \_\_\_\_\_ as rent, payable in advance.
  
6. **Late Charges.** Tenants shall pay Landlord a late charge if Tenants fail to pay the rent in full within \_\_\_\_\_ days after the date it is due. The late charge shall be \$ 30-, plus \$ 0 for each additional day that the rent continues to be unpaid. The total late charge for any one month shall not exceed \$ 30-. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.
  
7. **Returned Check and Other Bank Charges.** In the event any check offered by Tenants to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment" or any other reason, Tenants shall pay Landlord a returned check charge in the amount of \$ 05-.
  
8. **Amount and Payment of Deposits.** On signing this Agreement, Tenants shall pay to Landlord the sum of \$ 4,000 as a security deposit. Tenants may not, without Landlord's prior written consent, apply this security deposit to the last month's rent or to any other sum due under this Agreement. Within three weeks after Tenants have vacated the premises, Landlord shall furnish Tenants with an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by the Landlord, along with a check for any deposit balance. Under Section 1950.5 of the California Civil Code, Landlord may withhold only that portion of Tenants' security deposit necessary to: (1) remedy any default by Tenants in the payment of rent; (2) repair damages to the premises exclusive of ordinary wear and tear; and (3) clean the premises if necessary.

ADDENDUM for resident moving out

This is an addendum to the lease-rental agreement dated 1996 between residents Hubert Bellof. And J&R Associates as landlord for the property located at 315 Wayne Pl. #307 Oakland, Ca. 94609

The resident named as Antoine Bellof will hereby be removed from the lease agreement and the premises effective 2/01/13 for the property located at 315 Wayne #307. The above residents waive any right to the Security Deposit in the amount of \$1,000. held by the landlords. The remaining residents will individually assume all responsibilities, rights and privileges as provided for the lease at the effective date of this addendum.

All other terms and conditions of the lease agreement dated 1996 will remain in force without any other changes.

Antoine Bellof (Signature)  
ANTOINE BELLOT (Name) 1-28-13  
Resident leaving Date

\_\_\_\_ (Signature)  
\_\_\_\_ (Name) \_\_\_\_\_  
Resident leaving Date

Hubert Coleman (Signature)  
HUBERT COLEMAN (Name) 1-28-13  
Resident remaining Date

\_\_\_\_ (Signature)  
\_\_\_\_ (Name) \_\_\_\_\_  
Resident remaining Date

[Signature] (Signature)  
\_\_\_\_ (Name) 1/28/13  
J&Associates representative Date



Jean Claude Guerrier  
315 Wayne Place #307  
Oakland ca 94606

02/28/2020

To \_\_\_\_\_

Laurie Fl~~orentin~~ <sup>JCS</sup>

315 Wayne Place # 307

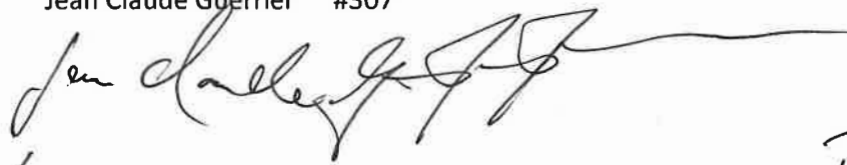
Oakland ca 94606

I am providing this letter as a 30-day notice that I will be moving out of my rental unit on or before 04/01/2020 . This letter should serve as my written notice of intent to vacate the premises. If you want to stay in the lease , You must contact the person in charge of the rental agreement

Sincerely,

Jean Claude Guerrier #307

02-28-2020.



Laurie Fl~~orentin~~ <sup>JCS</sup>



Jean Claude Guerrier  
315 Wayne Place #307  
Oakland ca 94606

02/28/2020

To \_\_\_\_\_

Laurie Fl~~orentin~~ <sup>JCS</sup>

315 Wayne Place # 307

Oakland ca 94606

I am providing this letter as a 30-day notice that I will be moving out of my rental unit on or before 04/01/2020 . This letter should serve as my written notice of intent to vacate the premises. If you want to stay in the lease , You must contact the person in charge of the rental agreement

Sincerely,

Jean Claude Guerrier #307

02-28-2020.

*Jean Claude Guerrier*  
*Laurie Fl~~orentin~~ Parentin Laurie*

**Tenant Rental Estoppel Information**

Property Address: 315 Wayne Place, Oakland, CA Apt No.: 307 - 1/1

To assure that you receive proper credit for rental information, deposit(s), interest on deposits, etc., please complete this form, retain a copy for yourself and return one to:

Attn: 315 Wayne LLC J&R Associates  
364 41st Street, Oakland, CA 94609  
(510) 547-8916

Name(s) of Occupant(s): Jean Guerrier, Hubert Coleman

Current Monthly Rent: \$1,101.93 Due on the: 1st of the Month

Current rent paid through: August 31, 2018

Last Rent Increase? Amount: \$24.77 Date: 1/1/2018

Security or Other Deposits: \$1,000.00

Move-In Date: 07/01/2010

Lease Type: Month-to-Month

Extra Storage:  Yes  No Space No.: \_\_\_\_\_ Rent: \_\_\_\_\_

Parking:  Yes  No Space No.: 38 Rent: \_\_\_\_\_

Who Pays Utilities: Water & Sewer: Landlord Gas: Landlord Waste Disposal: Landlord

Electricity: Tenant

Any current or ongoing issues with your Unit or Building?

Additional Occupants?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Hubert Coleman  
Tenant(s)

8/28/2018  
Date

Jean Claude Guerrier  
315 Wayne Place #307  
Oakland ca 94606

02/28/2020

To MERIDIAN MANAGEMENT GROUP.

As per my rental agreement , I am providing this letter as a 30-day notice that I will be moving out of my rental unit on or before 04/01/2020 . This letter should serve as my written notice of intent to vacate the premises. If you have any questions, I can be reached at the same number 510-205-6653.

Sincerely,

Jean Claude Guerrier #307



Jean Claude Guerrier  
315 Wayne Place #307  
Oakland ca 94606

02/28/2020

To \_\_\_\_\_

Laurie Fl~~orentin~~ <sup>JCS</sup>

315 Wayne Place # 307

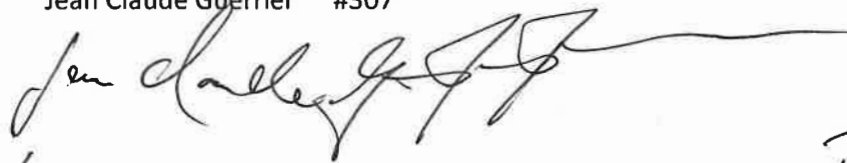
Oakland ca 94606

I am providing this letter as a 30-day notice that I will be moving out of my rental unit on or before 04/01/2020 . This letter should serve as my written notice of intent to vacate the premises. If you want to stay in the lease , You must contact the person in charge of the rental agreement

Sincerely,

Jean Claude Guerrier #307

02-28-2020.



Laurie Fl~~orentin~~ <sup>JCS</sup>



Jean Claude Guerrier  
315 Wayne Place #307  
Oakland ca 94606

02/28/2020

To MERIDIAN MANAGEMENT GROUP.

As per my rental agreement , I am providing this letter as a 30-day notice that I will be moving out of my rental unit on or before 04/01/2020 . This letter should serve as my written notice of intent to vacate the premises. If you have any questions, I can be reached at the same number 510-205-6653.

Sincerely,

Jean Claude Guerrier #307

A large, stylized handwritten signature in black ink that reads "Jean Claude Guerrier".A handwritten signature in blue ink, followed by the date "2/28/2020" written in blue ink.



Jean Claude Guerrier  
315 Wayne Place #307  
Oakland ca 94606

02/28/2020

To \_\_\_\_\_

Laurie Fl~~orentin~~ <sup>JCS</sup>

315 Wayne Place # 307

Oakland ca 94606

I am providing this letter as a 30-day notice that I will be moving out of my rental unit on or before 04/01/2020 . This letter should serve as my written notice of intent to vacate the premises. If you want to stay in the lease , You must contact the person in charge of the rental agreement

Sincerely,

Jean Claude Guerrier #307

02-28-2020.

*Jean Claude Guerrier*  
*Laurie Fl~~orentin~~ Parentin Laurie*

Valid Money Order includes: 1. Heat sensitive, red stop sign AND 2. Contains a True Watermark hold up to light to view. INTERNATIONAL MONEY ORDER 75-1618 919



03/31/2020

To Validate: Touch the stop sign, then watch it fade and reappear

10866001022  
MONEY ORDER

MONEY ORDER NUMBER  
R108660010228  
CALL 1-800-542-3590 TO VERIFY

PAY TO THE ORDER OF:/ PAGAR A LA ORDEN DE: University President Assoc  
IMPORTANT - SEE BACK BEFORE CASHING

PAY EXACTLY  
\*\*\$1780.00  
ONE HUNDRED \*\*\*\* SEVENTY-EIGHT \*\* DOLLARS 00 CENTS

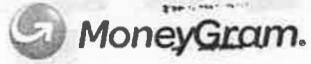
Hubert Coleman MP  
PURCHASER, SIGNER FOR DRAWER / COMPRADOR, FIRMA DEL LIBRADOR  
PURCHASER, BY SIGNING YOU AGREE TO THE SERVICE CHARGE AND OTHER TERMS ON THE REVERSE SIDE

ADDRESS:/ DIRECCIÓN: 315 Wayne Place #307  
Payable Through Citizens Alliance Bank Clara City, MN  
ISSUER/DRAWER: MONEYGRAM PAYMENT SYSTEMS, INC.

98210023242008  
042669 091097022

⑆091916187⑆1086 60010228⑈ 90

Valid Money Order includes: 1. Heat sensitive, red stop sign AND 2. Contains a True Watermark hold up to light to view. INTERNATIONAL MONEY ORDER 75-1618 919



03/31/2020

To Validate: Touch the stop sign, then watch it fade and reappear

10866001020  
MONEY ORDER

MONEY ORDER NUMBER  
R108660010206  
CALL 1-800-542-3590 TO VERIFY

PAY TO THE ORDER OF:/ PAGAR A LA ORDEN DE: University President Assoc  
IMPORTANT - SEE BACK BEFORE CASHING

PAY EXACTLY  
\*\*\$500.00  
FIVE HUNDRED \*\*\* DOLLARS 00 CENTS

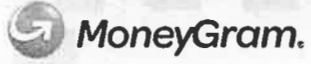
Hubert Coleman MP  
PURCHASER, SIGNER FOR DRAWER / COMPRADOR, FIRMA DEL LIBRADOR  
PURCHASER, BY SIGNING YOU AGREE TO THE SERVICE CHARGE AND OTHER TERMS ON THE REVERSE SIDE

ADDRESS:/ DIRECCIÓN: 315 Wayne Place #307  
Payable Through Citizens Alliance Bank Clara City, MN  
ISSUER/DRAWER: MONEYGRAM PAYMENT SYSTEMS, INC.

98210023242008  
042669 091097020

⑆091916187⑆1086 60010206⑈ 90

Valid Money Order includes: 1. Heat sensitive, red stop sign AND 2. Contains a True Watermark hold up to light to view. INTERNATIONAL MONEY ORDER 75-1618 919



03/31/2020

To Validate: Touch the stop sign, then watch it fade and reappear

10866001021  
MONEY ORDER

MONEY ORDER NUMBER  
R108660010217  
CALL 1-800-542-3590 TO VERIFY

PAY TO THE ORDER OF:/ PAGAR A LA ORDEN DE: University President Assoc  
IMPORTANT - SEE BACK BEFORE CASHING

PAY EXACTLY  
\*\*\$500.00  
FIVE HUNDRED \*\*\* DOLLARS 00 CENTS

Hubert Coleman MP  
PURCHASER, SIGNER FOR DRAWER / COMPRADOR, FIRMA DEL LIBRADOR  
PURCHASER, BY SIGNING YOU AGREE TO THE SERVICE CHARGE AND OTHER TERMS ON THE REVERSE SIDE

ADDRESS:/ DIRECCIÓN: 315 Wayne Place #307  
Payable Through Citizens Alliance Bank Clara City, MN  
ISSUER/DRAWER: MONEYGRAM PAYMENT SYSTEMS, INC.

98210023242008  
042669 091097021

⑆091916187⑆1086 60010217⑈ 90

## Jennifer Weingand

---

**From:** 315 Wayne Place Apartments  
**Sent:** Wednesday, March 10, 2021 10:37 AM  
**To:** Jennifer Weingand  
**Subject:** Fw: Lease Renewal Request

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

---

**From:** Laurie Fleurentin <loyfle10@gmail.com>  
**Sent:** Wednesday, March 10, 2021 9:48:41 AM  
**To:** 315 Wayne Place Apartments  
**Cc:** Brandi Plumley; Justine Blanchet  
**Subject:** Lease Renewal Request

To WHOM IT MAY CONCERN

Dear Property Management:

Antoine Bellot and myself have been living in apartment 315 Wayne Place, Oakland # 307 since 2013. Antoine Bellot has attempted numerous times over the last several months to contact you and has, to date, received no response or follow up.

Antoine has requested my name be added to the original lease so I can assist in handling matters regarding our home because he travels frequently.

Please kindly provide a copy of all documentation showing the addition of my name, Alta Laure Fleurentin, including the original lease agreement for apartment #307. Thank you.

Sincerely,

A.Laure Fleurentin

THIS NOTICE TO CHANGE TERMS OF TENANCY HEREBY SUPERSEDES AND REPLACES ANY OTHER NOTICE TO CHANGE TERMS OF TENANCY AND/OR ANY OTHER RENT INCREASE NOTICE(S) PREVIOUSLY SERVED UPON YOU.

**NOTICE TO CHANGE TERMS OF TENANCY AND  
RENT INCREASE NOTICE**

To **Antione Bellot (original occupant), Willie Bellot (original occupant), Hubert Coleman (original occupant), Jean Claude Guerrier (original occupant), Laurie Fleurentin (subsequent occupant), AND ALL SUBTENANTS IN POSSESSION, name(s) unknown**, as well as any other occupant(s) claiming the right to possession of the following residential rental premises:

315 Wayne Place, Unit Number 307  
City of Oakland, County of Alameda, State of California 94606  
--including all housing privileges, storage and parking-- (the "Premises")

---

You are hereby notified that, effective **January 1, 2021**, not less than ninety (90) days after service of this notice is completed upon you, the terms of your tenancy of the Premises will be changed as follows:

The monthly rental thereof will be changed from \$1,178.00 per month to two thousand-eight hundred dollars (\$2,800) per month, payable in the advance of the first day each and every month you continue to hold possession of the Premises.

All other terms of the tenancy and the *Residential Lease* dated on or about October 2, 1996 will remain unchanged.

You are further notified that a negative credit report reflecting on your credit history may be submitted to a credit-reporting agency if you fail to fulfill the terms of your credit obligations.

You are hereby notified that, pursuant to California Civil Code Section 1954.50, *et seq.* (Costa-Hawkins Rental Housing Act), the Premises and/or your tenancy therein are not subject to the City of Oakland's Rent Adjustment Program (Chapter 8.22 of the Oakland Municipal Code) for purposes of this rent increase. The landlord and owner of the Premises contends that the last original occupant, Jean Claude Guerrier, no longer permanently resides at the Premises, and that all current occupants are subsequent occupants and sublessees who commenced occupancy of the Premises on or after January 1, 1996.

Pursuant to the Costa-Hawkins Rental Housing Act (Civil Code Sections 1954.50, et seq.), please note as follows:

**Conditions for Establishing the Initial Rental Rate Upon Sublet or Assignment:**

(A) Where the original occupant or occupants who took possession of the dwelling or unit pursuant to the rental agreement with the owner no longer permanently reside there, an owner may increase the rent by any amount allowed by this section to a lawful sublessee or assignee who did not reside at the dwelling or unit prior to January 1, 1996. However, such a rent increase shall not be permitted while:

(i) The dwelling or unit has been cited in an inspection report by the appropriate governmental agency as containing serious health, safety, fire, or building code violations, as defined by Section 17920.3 of the California Health and Safety Code, excluding any violation caused by a disaster; and,

(ii) The citation was issued at least 60 days prior to the date of the vacancy; and,

(iii) The cited violation had not been abated when the prior tenant vacated and had remained unabated for 60 days or for a longer period of time. However, the 60-day time period may be extended by the appropriate governmental agency that issued the citation.

(B) This provision shall not apply to partial changes in occupancy of a dwelling or unit where one or more of the occupants of the premises, pursuant to the agreement with the owner, remains an occupant in lawful possession of the dwelling or unit, or where a lawful sublessee or assignee who resided at the dwelling or unit prior to January 1, 1996, remains in possession of the dwelling or unit.

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

Information regarding this NOTICE may be obtained from the City of Oakland's Rent Adjustment Program. Parties seeking legal advice concerning evictions should consult with an attorney. The Rent Program is located at 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, California 94612, 510.238.3721, website: [www.oaklandnet.com](http://www.oaklandnet.com). Please refer to the attached City of Oakland Rent Adjustment Program *Notice to Tenants of Residential Rent Adjustment Program*.

Rent increases imposed pursuant to the Costa-Hawkins Rental Housing Act are effective upon the expiration of the notice period prescribed by California Civil Code section 827.

Pursuant to the Costa-Hawkins Rental Housing Act (Civil Code Sections 1954.50, et seq.), please note as follows:

Conditions for Establishing the Initial Rental Rate Upon Sublet or Assignment:

(A) Where the original occupant or occupants who took possession of the dwelling or unit pursuant to the rental agreement with the owner no longer permanently reside there, an owner may increase the rent by any amount allowed by this section to a lawful sublessee or assignee who did not reside at the dwelling or unit prior to January 1, 1996. However, such a rent increase shall not be permitted while:

(i) The dwelling or unit has been cited in an inspection report by the appropriate governmental agency as containing serious health, safety, fire, or building code violations, as defined by Section 17920.3 of the California Health and Safety Code, excluding any violation caused by a disaster; and,

(ii) The citation was issued at least 60 days prior to the date of the vacancy; and,

(iii) The cited violation had not been abated when the prior tenant vacated and had remained unabated for 60 days or for a longer period of time. However, the 60-day time period may be extended by the appropriate governmental agency that issued the citation.

(B) This provision shall not apply to partial changes in occupancy of a dwelling or unit where one or more of the occupants of the premises, pursuant to the agreement with the owner, remains an occupant in lawful possession of the dwelling or unit, or where a lawful sublessee or assignee who resided at the dwelling or unit prior to January 1, 1996, remains in possession of the dwelling or unit.

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

Information regarding this NOTICE may be obtained from the City of Oakland's Rent Adjustment Program. Parties seeking legal advice concerning evictions should consult with an attorney. The Rent Program is located at 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, California 94612, 510.238.3721, website: [www.oaklandnet.com](http://www.oaklandnet.com). Please refer to the attached City of Oakland Rent Adjustment Program *Notice to Tenants of Residential Rent Adjustment Program*.

Rent increases imposed pursuant to the Costa-Hawkins Rental Housing Act are effective upon the expiration of the notice period prescribed by California Civil Code section 827.

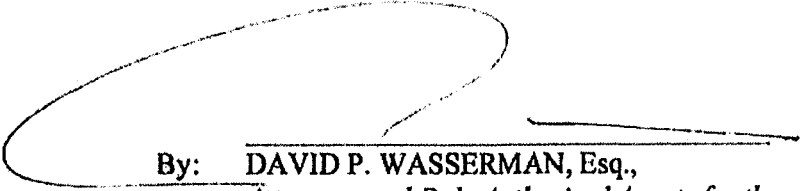


000205

Questions about this NOTICE may be directed to the undersigned, who is the agent for the landlord and owner.

**WASSERMAN-STERN**

Dated: April 15, 2020



By: **DAVID P. WASSERMAN, Esq.,**  
*Attorneys and Duly Authorized Agents for the  
Landlord/Owner*

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**Wasserman-Stern Law Offices**  
2960 Van Ness Avenue  
San Francisco, CA 94109  
Tel. No.: (415) 567-9600  
Fax. No.: (415) 567-9696  
Email: [dwasserman@wassermanstern.com](mailto:dwasserman@wassermanstern.com)

# 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/a/hcd/6/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 307, 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.

**THIRTY-DAY NOTICE OF RESIDENT(S) INTENT TO VACATE**

[Please complete and return to Management at least 30 days before you intend to move]

TO: MERIDIAN MNGMNT GROUP UNIVERSITY P. (Owner/Agent)

You are hereby given notice that JEAN CLAUDE GUERRIER (Resident(s)) intend(s) to terminate the tenancy and to move from the premises located at:

315 WAYNE PL # 307, Unit # (if applicable) 307  
(Street Address)

Oakland, CA 94606  
(Zip)

as of 04-01-2020 (date).

It is understood as follows:

- a. that a *Thirty-Day Notice of Intent to Vacate* is required by Section 1946 of California Civil Code for month-to-month tenancies;
- b. for Resident's on a fixed-term lease, a *Thirty-Day Notice of Intent to Vacate* does not release Resident from any obligation of the lease, including payment to the end of the lease term;
- c. Resident's possession of the unit remains in effect until all belongings are removed and all keys returned; and
- d. except as provided by law, rent is due and payable up to and including the final date of possession, or Thirty (30) days after service of this notice to Owner/Agent, whichever is later.
- e. Resident cannot use the security deposit as last month's rent. Rent is payable through the termination of the tenancy.

The Resident's reason(s) for terminating the Rental Agreement is as follows: (optional)

STAYING w/ FAMILY

FORWARDING ADDRESS: 3305 SANITON ST ANTIOCH CA. 94509

NEW PHONE NUMBER: 510-205-6653

**With regard to your security deposit:**

You have the option to request an initial inspection with the landlord before you vacate, and you have the right to be present at this inspection. The purpose of this inspection is to allow you an opportunity to remedy identified deficiencies in order to avoid deductions from the security deposit. If requested by you, the landlord shall make an initial inspection of the subject premises at a reasonable time, but no earlier than two weeks before the termination of the tenancy. If you request an inspection, the parties shall attempt to schedule the inspection at a mutually agreeable date and time. If a mutual time is agreed upon for the inspection, the landlord shall give at least 48 hours prior written notice to you of the date and time of the inspection. If a mutually agreeable time cannot be scheduled, the landlord must give at least 48 hours written notice to you of the date and time for the inspection. You need not be present during the time of the inspection. You and the landlord may agree to forgo the 48-hour prior notice by both signing a written waiver. The landlord shall proceed with the inspection whether you are present or not, unless you withdraw your request for the inspection. Based on the inspection, the landlord must give you an itemized statement specifying repairs or cleaning that are proposed to be the basis of any legally permissible deduction from the security deposit. The itemized statement must include the actual text of specified sections of the security deposit law. The statement must be provided to you, if you are present for the inspection, or must be left by the landlord inside the subject premises if you are not present. You shall then have the opportunity during the period following the initial inspection until termination of the tenancy to remedy identified deficiencies, in a manner consistent with the rental agreement, in order to avoid deductions from the security deposit. The landlord has the right to use the security deposit for deductions itemized in the statement that are not corrected by you, so long as the deductions are allowed by law. The landlord is allowed to use the security deposit for (1) the default in the payment of rent; (2) the repair of damage to the subject premises, exclusive of ordinary wear and tear, caused by you or your guests; (3) the cleaning of the subject premises in order to bring this unit to the same level of cleanliness it was in at the inception of the tenancy; (4) the failure of you to restore, replace or return personal property or appurtenances; (5) damage to the subject premises that occurred between completion of the initial inspection and termination of the tenancy; and (6) damage to the subject premises that was not identified by the landlord during the initial inspection due to the presence of your possessions.

**Please note that with regard to personal possessions left behind after you vacate the subject premises:**

State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant (the subject premises), subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact the landlord after being notified that property belonging to you was left behind after you moved out.

(Check only one option below)

- I decline the initial inspection.
- I request the initial inspection of my unit, and I wish to be present.
- I request the initial inspection of my unit, but I will not be present.

Contact me to arrange for the inspection \_\_\_\_\_ (phone)

(If requesting initial inspection, check only one option below)

- I waive my right to 48-hour notice by the Owner/Agent prior to his/her entry of the unit to perform the initial inspection, as allowed by Civil Code section 1950.5(f)(1).
- I want Owner/Agent to provide 48-hour notice prior to his/her entry of the unit to perform the initial inspection.

02-28-20 Date JEAN CLAUDE GUERRIER Resident

\_\_\_\_\_ Date \_\_\_\_\_ Resident

\_\_\_\_\_ Date \_\_\_\_\_ Resident

\_\_\_\_\_ Date \_\_\_\_\_ Resident

**OWNER/AGENT ACKNOWLEDGEMENT OF RESIDENT(S)  
THIRTY-DAY NOTICE OF INTENT TO VACATE**

1. Receipt of Resident(s) Thirty-Day Notice of Intent to Vacate the above unit, effective 2/28/2020 (date), is acknowledged.
2. Your tenancy will be terminated as of 4.1.2020 (date).
3. Please note that you cannot use the security deposit as last month's rent. Rent is payable through the termination of the tenancy.
4. Rent must still be paid in advance on the normal rental date, prorated to the end of the tenancy as follows:  
From 3/1 - 3/31/2020 (date), to 3/31/2020 (date),  
for 31 days at \$ 39.27 per day, for a total of \$ 1178.-

2/28/2020 Date Jean-Pierre Wengard Owner/Agent

## TO VACATING TENANTS

Upon submitting your *30-Day Vacating Notice* to the Resident Manager, the following guidelines need to be met:

- Notice Required:** Civil Code Section 1946, et seq. provides that, for tenancies on a month-to-month holdover basis, Tenant may terminate the tenancy upon issuance of a thirty day notice. The enclosed thirty (30) days written *Notice to Vacate* (the "Notice") may not be served via E-mail, Facebook, My Space, Text Message, or any other electronic message. Only a dated signed written Notice is acceptable. The Notice must state a definite date of vacating (the "Vacate Date") and be delivered to Management at least thirty days before the Vacate Date. Tenant is liable for paying rent through the Vacate Date, whether s/he occupies the apartment for this period or not.
- Time to Vacate:** Management is entitled to full possession of the Premises not later than midnight on the Vacate Date. **"Vacate" means to leave the Premises entirely free of all persons and personal property.**
- Keys and Personal Property:** If any persons or personal property is left in the Premises or if the keys are not returned, Tenant is deemed to not have vacated the Premises and therefore subject to prorated rent liability until Tenant vacates and the keys are returned to Management.
- Penalty for Holding Over:** Code of Civil Procedure Section 1174, Subparagraph (b) provides penalties for a Tenant holding over after the Vacate Date. Please be advised that you may be penalized for failing to deliver possession of the Premises after the Vacate Date, meaning you shall be charged daily rent until you vacate the Premises as required herein
- Abandonment:** If the Tenant vacates before the Vacate Date, Management will deem that the Premises to be abandoned and assume control of it. Locks will thereafter be changed.
- Security Deposits:** Security deposits are not part of the rent. They may not be applied to the last month's rent. If the rent is not paid in full when due, you are in breach of the Agreement. Failure to pay through the Vacate Date will result in having the Resident Manager turning your file over to Management's collection company for collections.
- Cleaning:** Security deposit refunds are normally disbursed within a few days, but in any case not later than 21 days after you vacate pursuant to Civil Code § 1950.5 (e). A clean apartment means carpets, stove, oven, hood, refrigerator, sinks, tubs, and lavatories shall be thoroughly cleaned; in addition, closets and door woodwork shall be thoroughly cleaned, and the walls washed where needed. Normal wear and tear is acceptable; however, grime and dirt removal comes strictly under "Cleaning." Interior windows must be cleaned. Carpet must be steam cleaned or shampooed and vacuumed before vacating.



12/04/2018

Hubert Coleman

315 Wayne Place #307

Oakland Ca 94606

510-927-1649

Re: Notice to Vacate Property

Dear Landlord

My name is Hubert Coleman. I am writing this letter to notify the property management of the residency that I intend to remove my name from the lease on the above address. My cousin Jean Claude Guerrier will be still <sup>living</sup> ~~leaving~~ at the address. This will effectively end 30 days from the date of this letter

Your attention to this matter will be greatly appreciated. Should you have any questions, please do not hesitate to contact me at the above phone number

Sincerely



Hubert Coleman

12/04/2018

Hubert Coleman

315 Wayne Place #307

Oakland Ca 94606

510-927-1649

Re: Notice to Vacate Property

Dear Landlord

My name is Hubert Coleman. I am writing this letter to notify the property management of the residency that I intend to remove my name from the lease on the above address. My cousin Jean Claude Guerrier will be still <sup>living</sup> ~~leaving~~ at the address. This will effectively end 30 days from the date of this letter

Your attention to this matter will be greatly appreciated. Should you have any questions, please do not hesitate to contact me at the above phone number

Sincerely

Hubert Coleman



000212



1 message

----- Forwarded message -----

From: **Jennifer Weingand** <jweingand@mmgprop.com>  
Date: Fri, Oct 1, 2021, 3:20 PM  
Subject: RE: Rent - 315 Wayne Place # 307 Oakland  
To: Laurie Fleurentin <loyfle10@gmail.com>

Laurie,

Attached is the tenant ledger indicating the outstanding balance. The notice that was sent in error only indicated two months past due rent however, as listed in the ledger attached, the balance is significantly higher.

You indicated you had prepared a maintenance request for heater repairs however, Kevin has not received a written maintenance request. Kevin will drop a blank maintenance request form to your unit and in the future blank maintenance request can be obtained from the box in the lobby for your convenience.

Thank you for your time and consideration.



MERIDIAN MANAGEMENT GROUP

Jennifer Weingand  
DRE #01809480  
Property Supervisor  
Meridian Management Group  
614 Grand Ave. #206

# Resident Ledger

**A. Laurie Fleurentin**  
**315 Wayne Place 307**  
**Oakland, CA, 94606**

Date: 10/01/2021  
 Resident Code: t0019940  
 Property: 0171  
 Unit: 307  
 Status: Current  
 Rent: \$2,800.00  
 Deposit:  
 Move In Date: 10/03/1996  
 Move Out Date: 01/01/0001  
 Due Day: 1  
 Tel Num(Office):  
 Tel Num(Home):

Date	Description	Charges	Payments	Balance
	Balance Forward	26.70	0.00	26.70
01/01/20	Rent Board Fees (01/2020)	34.00	0.00	60.70
01/01/20	Rent (01/2020)	1,178.00	0.00	1,238.70
01/07/20	Chk# 1169	0.00	1,178.00	60.70
02/01/20	Rent (02/2020)	1,178.00	0.00	1,238.70
02/20/20	Chk# 1198	0.00	1,238.70	0.00
03/01/20	Rent (03/2020)	1,178.00	0.00	1,178.00
03/09/20	Chk# 197	0.00	1,178.00	0.00
04/01/20	Rent (04/2020)	1,178.00	0.00	1,178.00
05/01/20	Rent (05/2020)	1,178.00	0.00	2,356.00
06/01/20	Rent (06/2020)	1,178.00	0.00	3,534.00
06/05/20	Chk# 000271	0.00	500.00	3,034.00
06/05/20	Chk# 000272	0.00	500.00	2,534.00
06/05/20	Chk# 000273	0.00	178.00	2,356.00
06/05/20	Chk# 0992645	0.00	500.00	1,856.00
06/05/20	Chk# 0992644	0.00	500.00	1,356.00
06/05/20	Chk# 0992646	0.00	178.00	1,178.00
07/01/20	Rent (07/2020)	1,178.00	0.00	2,356.00
07/08/20	Chk# 10866001021	0.00	500.00	1,856.00
07/08/20	Chk# 10866001020	0.00	500.00	1,356.00
07/08/20	Chk# 10866001022	0.00	178.00	1,178.00
07/10/20	Chk# 10865997268	0.00	500.00	678.00
07/10/20	Chk# 10865997267	0.00	500.00	178.00
07/10/20	Chk# 1086599729	0.00	178.00	0.00
08/01/20	Rent (08/2020)	1,178.00	0.00	1,178.00
08/05/20	Chk# 10865994465	0.00	500.00	678.00
08/05/20	Chk# 10865994464	0.00	500.00	178.00
08/05/20	Chk# 10865994468	0.00	178.00	0.00
09/01/20	Rent (09/2020)	1,178.00	0.00	1,178.00
09/09/20	Chk# 2	0.00	1,178.00	0.00
10/01/20	Rent (10/2020)	1,178.00	0.00	1,178.00
10/09/20	Chk# 10840091449	0.00	500.00	678.00
10/09/20	Chk# 10840091450	0.00	500.00	178.00
10/09/20	Chk# 10840091451	0.00	178.00	0.00
11/01/20	Rent (11/2020)	1,178.00	0.00	1,178.00
11/06/20	Chk# 10840092005	0.00	500.00	678.00
11/06/20	Chk# 10840092006	0.00	500.00	178.00
11/06/20	Chk# 10840092007	0.00	178.00	0.00
12/01/20	Rent (12/2020)	1,178.00	0.00	1,178.00
12/04/20	Chk# 1	0.00	178.00	1,000.00
12/04/20	Chk# 1	0.00	500.00	500.00
12/04/20	Chk# 1	0.00	500.00	0.00
01/01/21	Rent (01/2021)	1,178.00	0.00	1,178.00
01/01/21	Rent	1,622.00	0.00	2,800.00
01/08/21	Chk# 10840098902	0.00	500.00	2,300.00

**000214**

# Resident Ledger

**A. Laurie Fleurentin**  
**315 Wayne Place 307**  
**Oakland, CA, 94606**

Date: 10/01/2021  
 Resident Code: t0019940  
 Property: 0171  
 Unit: 307  
 Status: Current  
 Rent: \$2,800.00  
 Deposit:  
 Move In Date: 10/03/1996  
 Move Out Date: 01/01/0001  
 Due Day: 1  
 Tel Num(Office):  
 Tel Num(Home):

Date	Description	Charges	Payments	Balance
01/08/21	Chk# 10840098903	0.00	500.00	1,800.00
01/08/21	Chk# 10840098904	0.00	178.00	1,622.00
02/01/21	Rent (02/2021)	1,178.00	0.00	2,800.00
02/01/21	Rent	1,622.00	0.00	4,422.00
02/12/21		0.00	1,178.00	3,244.00
03/01/21	Rent (03/2021)	1,178.00	0.00	4,422.00
03/01/21	Rent	1,622.00	0.00	6,044.00
03/05/21	Chk# 10840095572	0.00	500.00	5,544.00
03/05/21	Chk# 10840095573	0.00	500.00	5,044.00
03/05/21	Chk# 10840095574	0.00	178.00	4,866.00
04/01/21	Rent (04/2021)	1,178.00	0.00	6,044.00
04/01/21	Rent	1,622.00	0.00	7,666.00
04/14/21	Chk# 10888475057	0.00	500.00	7,166.00
04/14/21	Chk# 10888475058	0.00	500.00	6,666.00
04/14/21	Chk# 10888475059	0.00	178.00	6,488.00
05/01/21	Chk# 10888476652	0.00	500.00	5,988.00
05/01/21	Chk# 10888476553	0.00	500.00	5,488.00
05/01/21	Chk# 10888476654	0.00	178.00	5,310.00
05/01/21	Rent (05/2021)	1,178.00	0.00	6,488.00
05/01/21	Rent	1,622.00	0.00	8,110.00
06/01/21	Rent (06/2021)	1,178.00	0.00	9,288.00
06/01/21	Rent	1,622.00	0.00	10,910.00
06/07/21	Chk# 1088478107	0.00	500.00	10,410.00
06/07/21	Chk# 10888478108	0.00	500.00	9,910.00
06/07/21	Chk# 10888478109	0.00	178.00	9,732.00
07/01/21	Rent (07/2021)	1,178.00	0.00	10,910.00
07/01/21	Rent	1,622.00	0.00	12,532.00
07/04/21	Chk# 10888480124	0.00	500.00	12,032.00
07/04/21	Chk# 10888480125	0.00	178.00	11,854.00
07/04/21	Chk# 10888480123	0.00	500.00	11,354.00
08/01/21	Rent (08/2021)	1,178.00	0.00	12,532.00
08/01/21	Rent	1,622.00	0.00	14,154.00
08/09/21	Chk# 10888481482	0.00	500.00	13,654.00
08/09/21	Chk# 10888481483	0.00	178.00	13,476.00
08/09/21	Chk# 10888481481	0.00	500.00	12,976.00
09/01/21	Rent (09/2021)	1,178.00	0.00	14,154.00
09/01/21	Rent	1,622.00	0.00	15,776.00
09/07/21	Chk# 10888483580	0.00	500.00	15,276.00
09/07/21	Chk# 10888483581	0.00	500.00	14,776.00
09/07/21	Chk# 10888483582	0.00	178.00	14,598.00

000215

# Resident Ledger

**A. Laurie Fleurentin**  
**315 Wayne Place 307**  
**Oakland, CA, 94606**

Date: 10/01/2021  
 Resident Code: t0019940  
 Property: 0171  
 Unit: 307  
 Status: Current  
 Rent: \$2,800.00  
 Deposit:  
 Move In Date: 10/03/1996  
 Move Out Date: 01/01/0001  
 Due Day: 1  
 Tel Num(Office):  
 Tel Num(Home):

Date	Description	Charges	Payments	Balance	
10/01/21	Rent (10/2021)	2,800.00	0.00	17,398.00	
	<b>Current</b>	<b>30 Days</b>	<b>60 Days</b>	<b>Over 90</b>	<b>Current Owed</b>
	<b>4,422.00</b>	<b>-1,178.00</b>	<b>1,622.00</b>	<b>12,532.00</b>	<b>17,398.00</b>



ADDENDUM for resident moving out

This is an addendum to the lease-rental agreement dated 1996 between residents Hubert/Bellot. And J&R Associates as landlord for the property located at 315 Wayne Pl. #307 Oakland, Ca. 94609

The resident named as Antoine Bellot will hereby be removed from the lease agreement and the premises effective 2/01/13 for the property located at 315 Wayne #307. The above residents waive any right to the Security Deposit in the amount of \$1,000. held by the landlords. The remaining residents will individually assume all responsibilities, rights and privileges as provided for the lease at the effective date of this addendum.

All other terms and conditions of the lease agreement dated 1996 will remain in force without any other changes.

Antoine Bellot (Signature)  
ANTOINE BELLOT (Name)  
Resident leaving 1-28-13 Date

\_\_\_\_ (Signature)  
\_\_\_\_ (Name)  
Resident leaving \_\_\_\_\_ Date

Hubert Colerman (Signature)  
Hubert Colerman (Name)  
Resident remaining 1-28-13 Date

\_\_\_\_ (Signature)  
\_\_\_\_ (Name)  
Resident remaining \_\_\_\_\_ Date

[Signature] (Signature)  
\_\_\_\_ (Name)  
J&Associates representative 1/28/13 Date

ADDENDUM for new resident

This is an addendum to the lease-rental agreement dated 10/02/1996 between residents Hubert Coleman. And J&R Associates as landlord for the property located at 315 Wayne #307, Oakland, Ca. 94606

The resident named as Jean C-Guerrier will hereby be added to the lease agreement for the property located at 315 Wayne #307 and hereby assumes joint and several responsibilities under the terms of the lease agreement as resident. The named new resident has **not** a joint interest in the security deposit of \$ 1,000.- held by the landlord. Effective date of this addendum 12/09/13

All other terms and conditions of the lease agreement dated 10/02/96 will remain in force without any other changes.

Jean Claude Guerrier (Signature)  
Jean Claude Guerrier (Name) 11-11-13  
New resident Date

Hubert Coleman (Signature)  
HUBERT COLEMAN (Name) 12-9-13  
Resident remaining Date

\_\_\_\_ (Signature)  
\_\_\_\_ (Name) \_\_\_\_\_  
Resident remaining Date

Carmen Hornum (Signature)  
Carmen Hornum (Name) 12/09/13  
J&Associates representative Date

8/31/2021 (date)

Unit - 307

RE: Outstanding Rent Balances Owed

Dear Alexandre Fleurette

During these uncertain times we understand people are facing unprecedented challenges and want to do what we can to provide as much support as possible.

However, our records show there is an outstanding balance of \$ 4,866.00 on your account for non-payment of rent for months. We would greatly appreciate it if you could work to bring your account current as soon as possible to avoid falling further behind. If you would like to discuss setting up a payment plan, please feel free to contact me. I can be reached at [171WN2@mmsprop.ca](mailto:171WN2@mmsprop.ca) or 707.334.4618.

There are several organizations that can assist with the rent payments. See attached.

Please remit payment to bring your account current.

If you feel this notice is in error, please contact me to discuss.

Thank you for your immediate attention to this matter.

Sincerely,

Building Management  
Meridian Management Group



housing and  
economic  
rights advocates

Susan Ma, Hearing Officer  
C/o Ava Silveira, Administrative Analyst I  
OAKLAND RENT ADJUSTMENT PROGRAM  
250 Frank H. Ogawa Plaza, Suite 5313  
Oakland, California 94612

Email: [asilveira@oaklandca.gov](mailto:asilveira@oaklandca.gov)

Sent via Email

January 25, 2023

**Re: Closing Brief for Tenant Petition T22-0015 – Laurie Fleurentin – 315 Wayne Place, Unit 307, Oakland**

To Hearing Officer Ma,

Please accept the following as the closing brief for Tenant-Petitioner Laurie Fleurentin in Case No. T22-0015.

### **LEGAL ARGUMENT**

1. The Costa-Hawkins Rent Increase Is Invalid Because Laurie Fleurentin Is Neither a Sub-Tenant nor Assignee but Rather a Co-Tenant

The Costa-Hawkins rent increase Tenant-Petitioner Laurie Fleurentin received, which is the centerpiece of her illegal rent increase petition, is invalid. The Costa-Hawkins Rental Housing Act, Civil Code section 1954.53, *et seq.* allows for an unlimited rent increase if the original occupant no longer resides in the unit, only if the resident who is left in the unit is a subtenant or assignee who did not move in before January 1, 1996. Cal. Civ. Code § 1954.53(d)(2). Section 1954.53(d)(3) provides that a Costa-Hawkins rent increase is not permissible in the case of partial changes in occupancy of a dwelling or unit where one or more of the occupants of the premises remains an occupant in lawful possession of the unit. Cal. Civ. Code § 1954.53(d)(3).

Courts have regularly held that a written agreement is not the only method of establishing a tenancy. A person occupies the premises “pursuant to the rental agreement with the owner” if he or she does so with the owner’s permission. *DeZerega v. Meggs*, 83 Cal. App. 4th 28, 30 (2000). “A tenancy may be created by consent and acceptance of rent, despite the absence of a lease.” *Cobb v. San Francisco Residential Rent Stabilization and Arbitration Board*, 98 Cal. App. 4th 345, 352 (2002), *citing Getz v. City of West Hollywood*, 233 Cal. App. 3d 625, 629. The landlord’s conduct towards a resident can evidence the creation of a landlord-tenant



relationship and show that a tenancy, and not sub-tenancy or assignment, is established. *See generally id.*

In *Cobb*, the court held that a Costa-Hawkins rent increase was not permitted where the landlord knew a non-original occupant was residing in the property, interacted with that person directly and not through any original occupant, failed to take any action to confirm the non-original occupant's residency was only temporary, and accepted rent from the non-original occupant. *Id.* at 349-350. Using these factors, the court found that the non-original occupant had established his own landlord-tenant relationship, meaning he was not a sub-tenant or assignee, and thus an attempted Costa-Hawkins rent increase was invalid. *Id.*

In addition to the landlord's conduct, the *Cobb* court also looked at the conduct of the original occupant, who had moved out of the premises, finding that there was no evidence in the former occupant's actions to suggest the non-original occupant was a subtenant or assignee at the time the rent increase notice was served. *Id.* at 353.

“[The Original Occupant] performed no obligations under the lease after she moved out of the apartment. Nothing in her conduct or [the Non-Original Occupant]'s subsequent conduct implied that she retained any interest in the apartment. Likewise, there was an absence of evidence from which to find that [the Original Occupant] manifested an intent to transfer her right to occupy the apartment to [the Non-Original Occupant]. The Rent Board could reasonably infer that she moved out because her health demanded it, and she did so without regard to whether [the Non-Original Occupant] or anyone else remained in the apartment. On this evidence the Rent Board could find that [the Non-Original Occupant] was an existing tenant when [the Landlord] notified him in September 1999 that his rent would be increased effective November 1, 1999. Therefore, the Costa-Hawkins Act did not provide authority for the amount of the increase [the Landlord] sought.”

*Id.*

We see many of these same facts in Ms. Fleurentin's case as in *Cobb*. In both cases, the owners treated the non-original occupant as a tenant and not a subtenant or assignee. We heard testimony that no owner ever took action to determine whether Ms. Fleurentin's tenancy was only temporary and never told her she did not have permission to live at the property. No owner ever sent any document besides the Costa-Hawkins rent increase notice declaring Ms. Fleurentin a subtenant, despite knowing of her existence. The owners, through their agents, accepted and responded to repair requests made by Ms. Fleurentin or in her name and did not require her to have roommates on the lease report the problems before acting on them. Contrary to the Landlord-Respondent's allegation in its closing argument, the current owners' agent Kevin Rivera did respond to repair requests made by Ms. Fleurentin and knew she was living in Unit

307 well before the landlord served the April 2020 rent increase. Mr. Rivera even admitted that he had physical documents showing Ms. Fleurentin had made repair requests. The owners also received and acknowledged notices from other tenants that relinquished all rights to any interest in the tenancy. All of the other tenants gave unequivocal notices to the landlord that their tenancies were terminating, did nothing to imply to the landlord that they retained any interest in the apartment, and, as the owner representative Jennifer Weingand confirmed, they stopped paying rent. They all took these steps without considering whether Ms. Fleurentin's tenancy would continue.

And, most important in showing the creation of a tenancy, the owners accepted rent for Ms. Fleurentin's unit that she testified she paid. The owners accepted this rent after receiving written notice that the last original occupant, Jean-Claude Guerrier, was vacating and confirming he had vacated. **The owners accepted this rent believing, as Ms. Weingand testified, that Ms. Fleurentin had paid it and that no other person who was ever on a lease was still residing in Unit 307.**

During its closing argument, Landlord-Respondent cited to Civil Code Section 1954.53(d)(4) to justify its rent increase. That section provides that "acceptance of rent by the owner does not operate as a waiver or otherwise prevent enforcement of a covenant that prohibits a sublease or assignment unless the owner has received written notice from the tenant that is a party to the agreement and thereafter accepts rent." Cal. Civ. Code § 1954.53(d)(4). The *Cobb* court addressed this subsection in a way that the Oakland Rent Adjustment Program should follow. Section 1954.53(d)(4) is not applicable here because (1) Ms. Fleurentin is not a subtenant or assignee, but rather was an existing tenant at the time she received the rent increase notice, and (2) even if she was a subtenant or assignee, the landlord accepted rent at the original rental rate that Ms. Fleurentin paid *after* receiving written notice that the last original occupant, Jean-Claude Guerrier, was moving out and in fact after confirming he had moved out.

2. **The Landlord Accepted Rent When It Failed to Return or Refuse Payment It Knew Ms. Fleurentin Made**

The Landlord-Respondent claims that even though it received rent for Unit 307 before serving the Costa-Hawkins rent increase, it did not cash the rent payment until June 2020, and therefore it did not waive its right to enforce a Costa-Hawkins rent increase. It further argues that cashing payment is what constitutes acceptance. Long-established case law demonstrates that this argument fails.

In *EDC Associates v. Gutierrez*, the court found that a landlord had waived its right to obtain possession of leased premises by "accepting" the tenant's late payment of rent after serving a notice to vacate. 153 Cal. App. 3d 167, 168 (1984). The landlords accepted payment by receiving money orders that they neither returned nor refused. *Id.* Furthermore, it is well-



established that a landlord's refusal to cash a rent payment after a tenant's tender of rent is not enough to win an unlawful detainer for nonpayment of rent. *Boyd v. Carter*, 227 Cal. App. 4th Supp. 1, 10-11 (2014).

Even in non-landlord-tenant contexts, courts agree that a check that is delayed for cashing but never rejected by the recipient is deemed paid when the recipient receives it and not when it is finally cashed. *Grayl CPB, LLC v. SCC Acquisitions, Inc.*, 233 Cal. App. 4th 882 (2015).

The evidence is clear that the landlord *accepted* rent before serving the rent increase, regardless of when it deposited or cashed the payment. The money changed hands from the tenant to the landlord on April 1, 2020, fifteen days before serving the rent increase. The landlord received and retained that money. It never returned the payments to Unit 307, to Ms. Fleurentin, or to the MoneyGram company that issued the payment. Ms. Weingand even agreed that the landlord accepted the rent in April 2020. She was not tricked into saying this, as the landlord's representative alleged. She undoubtedly used the common definition of accept and understood that the April 2020 rent was accepted the day the tenant no longer had possession of it, and the landlord did not refuse or return it.

Importantly, Ms. Weingand also testified that if a tenant not on a current lease tries to pay rent, the landlord will not accept that payment and will return it. The landlord did not follow its own policy in this case, further evidencing that it intended to accept rent from Ms. Fleurentin and, in part by doing so, created a relationship that prevents it from raising Ms. Fleurentin's rent an unlimited amount.

### 3. Ms. Fleurentin Did Not Hide Her Tenancy

Landlord-Respondent alleged that Ms. Fleurentin willfully sought to mislead and trick the landlord by hiding her residency at the property. This could not be further from the truth. Ms. Fleurentin testified that she wanted to be added to the formal, written lease and asked her older family member Antoine Bellot if she could be added. We, unfortunately, do not know what Mr. Bellot did or did not do to fulfill Ms. Fleurentin's requests, but what we know is that Ms. Fleurentin wanted her presence to be known. Furthermore, Ms. Fleurentin testified that she made repair requests and interacted with past and present resident managers. Kevin Rivera, the current landlord's resident manager, confirmed this, saying he had met and spoken with Ms. Fleurentin multiple times, including coming to her unit to inspect issues she had raised. Engaging in such a way with agents of the landlord is not the behavior of someone hiding their residency at a property.

Concerning the estoppel agreement, Ms. Fleurentin testified that she received this document pre-filled out by the landlord (likely the previous landlord in anticipation of the sale to the current landlord). Ms. Fleurentin also testified that she signed the estoppel for Mr. Coleman,

her elder uncle, since she did not see her name provided but only the names of Jean-Claude Guerrier and Hubert Coleman. She testified that no one told her she could edit the estoppel or add her own name. As an immigrant with limited proficiency in English, why would she know that this was her right without receiving any instructions about how to fill out this technical document? Ms. Fleurentin also testified that in Haiti, where she is from, deference is given to elder family members, and that is, in part, why she listed Mr. Coleman's name on the estoppel and the MoneyGram payments in April 2020.

## CONCLUSION

Consent and acceptance of rent create a tenancy and invalidate a Costa-Hawkins rent increase. *Cobb*, 98 Cal. App. 4th at 345. Here, the important factors to consider are whether the landlord consented to Ms. Fleurentin's tenancy and accepted her rent before serving a Costa-Hawkins rent increase. We know it consented to her tenancy as one of their agents, Mr. Rivera, testified that he knew Ms. Fleurentin was living in the unit, responded to her repair requests, and did nothing to indicate she did not have permission to live at the property. The Rent Adjustment Program can also easily answer whether the landlord accepted rent from Ms. Fleurentin before serving the Costa-Hawkins rent increase. Ms. Weingand, another landlord agent, testified that she received the April 2020 rent before the rent increase was served, believed Ms. Fleurentin paid it, retained it, and eventually cashed it. This constitutes acceptance.

This is not, as Landlord-Respondent alleged, a prototype case for a justifiable Costa-Hawkins rent increase. Ms. Fleurentin has continuously resided at the Wayne Place property for a decade now. She has lived there longer than a tenant who was eventually put on a written lease, Jean-Claude Guerrier. Why she was never added to a written lease is an issue we cannot resolve for this petition because we do not have all the parties involved in her tenancy to testify. However, we do know that inclusion on a written lease is not necessary to establish a tenancy. We also know that over Ms. Fleurentin's decade residency, she created a landlord-tenant relationship, culminating in paying rent on her own on April 1, 2020, once all her roommates had moved out. This case is a prime example of the limits of Costa-Hawkins, whose specific facts are mirrored in determinative cases that have held that the Costa-Hawkins Act did not authorize an unlimited rent increase. Tenant-Petitioner Laurie Fleurentin respectfully asks the Oakland Rent Adjustment Program adhere to this established law and rule in her favor that the rent increase at issue is above the allowable amount and is unlawful.

///  
///

# HERA

housing and  
economic  
rights advocates

Sincerely,



Christa Conry  
Staff Attorney  
Housing and Economic Rights Advocates (HERA)

Cc: Laurie Fleurentin, Greg McConnell, JR McConnell, Jennifer Weingand

**LANDLORD'S CLOSING BRIEF  
T22-0015, 315 WAYNE, UNIT 307  
FLUERENTIN V MERIDIAN MANAGEMENT GROUP**

**INTRODUCTION**

The facts of this case are clear. The original occupants of the unit were Antoine Bellot and Willie Bellot who entered into a rental agreement with a prior landlord on October 2, 1996. (Exhibit A). Later, Hubert Coleman was added as a tenant and then Jean Claude Guerrier. The lease was amended when Guerrier was added, and that amendment reflected that Coleman had been added to the lease. (Exhibit C). Petitioner Fleurentin was not named as a tenant in the original lease or as a remaining occupant of the unit in any of the addendums to the rental agreement.

According to a letter prepared by Johanna Kanes, Petitioner's Attorney, which is attached to her verified petition.

"Ms. Fleurentin and her daughter moved into Unit 307 in March of 2013. Ms. Fleurentin rented a room in Unit 307 and paid rent to another tenant, Antoine Bellot who was already living in the apartment as the master tenant. Ms. Fleurentin began paying rent to Jean Claude Guerrier in 2015, who then paid the landlord directly." (Letter from Johanna Kanes, HERA, undated, p.2)

On or about 8/28/2018, a Tenant Rental Estoppel (Estoppel, Exhibit B) was provided to the landlord. It stated that the Occupant(s) of 315 Wayne, Apt 307 were Jean Guerrier and Hubert Coleman. In a section of the Estoppel entitled "Additional Occupants?" the document was left blank.

The Estoppel bore the signature of "Hubert Coleman." On cross examination, Petitioner testified that she, not Hubert Coleman, signed the document. She further testified that she told Mr. Coleman that she signed the document in his name after it had been submitted to the landlord. Petitioner was not mentioned in the Estoppel as an occupant of the property, although she was present at the time. On cross examination, Petitioner testified that she occupied the unit from 2013 to the present time.

On February 28, 2020, Jean Claude Guerrier gave Property Supervisor, Jennifer Weingand, a letter (Exhibit BB1) stating that he was vacating the rental unit on or before 4/01/2020. It is undisputed that he is the last original tenant on the lease and/or addendums to the lease. He also provided a copy of a letter he sent to Petitioner stating that he was leaving and "If you want to stay in the lease, You (sic) must contact the person in charge of the rental agreement." (Exhibit AA).

Petitioner testified on cross examination that she did not contact Meridian Management or anyone in charge to say she wanted to stay in the lease. Ms. Weingand confirmed that fact during her testimony.

Petitioner testified and the statement by her attorney confirmed that she was never added to the lease. *"Despite repeated requests, Ms. Fleurentin was never added to the lease agreement."* (HERA letter, page 2.) Petitioner also testified that she always paid rent to the tenants in the unit and never paid rent directly to the landlord until, she alleges, she paid rent on April 1, 2020.

On cross examination, it was determined that the rent paid on April 1, 2020, was done in the form of Money Orders (Exhibit CC). The Petitioner testified that just as she had done on the Estoppel, she wrote the name of Hubert Coleman as the purchaser. Petitioner's name was not on the Money Orders.

When asked on cross examination, Petitioner testified that she did not provide any statement to landlord's management Company, Meridian Management, that the payment was for her tenancy. Instead, she dropped the Money Orders in a drop box and had no direct communication with the owner or management.

On April 3, The Resident Manager, Kevin Rivera went to Unit 307 to check on the status of the moveout by Jean Claude Guerrier. There he encountered Ms. Fleurentin and noticed that the unit was not vacant.

Ms. Fleurentin testified that Kevin told her she must get out and when she refused, he left, but came back later that day and posted a notice of rent increase on her door. Mr. Rivera testified that this was untrue. He did not argue with her, nor did he post a rent increase notice.

Mr. Rivera and Ms. Weingand testified that posting rent increase notices were not one of Mr. Rivera's duties as a resident manager. Moreover, Ms. Weingand testified that the rent increase notice to unit 307 was served on April 16, 2020, by a process server retained by Meridian's Attorney, Dave Wasserman.

Based upon the above uncontroverted evidence, Petitioner occupied the unit since 2013. She was never added to the lease. There is no evidence in the record that the landlord knew she was an occupant. Petitioner may claim that she asked to be added to the lease many times, but she provided no documentation to support that claim. To the contrary, the evidence in the record demonstrates that she attempted to conceal her occupancy on several occasions.

When addendums to the lease were created by Bellot, Coleman and Guerrier to show their coming and going, they listed who was leaving and who was remaining. Petitioner was never named as a resident or occupant. When petitioner forged Hubert Coleman's name on the Estoppel, she did not indicate that she was an additional occupant. When Guerrier was leaving, he told petitioner if she wanted to remain in the lease, she should contact the persons in

charge. Based upon her testimony, she contacted no one. Instead, on April 1, 2020, petitioner forged the name Hubert Coleman on Money Orders to pay the rent and now asserts that payment made her a tenant.

Finally, when the resident manager approached her on April 3 and asked why the unit was not vacant, Petitioner concocted a claim of an argument between her and the resident manager and said he left her unit and came back later in the day and posted a rent increase notice.

Petitioner also claimed that the Resident Manager sat on the stairs across from her unit for hours at a time staring at her door. The testimony revealed that there are no stairs across from Petitioner's front door and that Mr. Rivera never spent time staring into her unit. Clearly this was an attempt to present herself as a victim of aggressive management. It was false.

## **ISSUE**

The question that arises is whether the owner had a right to set the rent under the Costa Hawkins Rental Housing Act. (CA Civil Code Section 1954.53) We submit the owners had that right under two sections of Costa Hawkins. She was a subtenant who remained after all original occupants had departed. Alternatively, if, as Petitioner claims, she became a new tenant at some point, the owner had the right to set the rent when the new tenancy was established. Either way, the law is clear, notwithstanding any law to the contrary, an owner can set an initial rent to a remaining subtenant or a new tenant after all original occupants have departed.

## **ARGUMENT**

### ***Setting the Rent to the Subtenant Costa Hawkins Civil Code Section 1954.53 (d) (1) et. seq.***

Rent Board Regulation 8.22.025 defines subtenant as follows:

“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.

Regulation 8.22.025 sets forth prohibitions against tenants charging more than the proportional share of rent on a unit based upon the amount of space they occupy. The term subtenant is not defined anywhere else in the ordinance or regulations. This definition is sufficient to define subtenant for this case.

In the attachment to the Tenant Petition, Petitioner's Attorney wrote under the section entitled “Facts”

Ms. Fleurentin rented a room in unit #307 and paid rent to another tenant, Antoine Bellot who was already living in the apartment as the master tenant. (emphasis added).



Clearly, this statement proves Petitioner was a subtenant as defined in the Rent Stabilization Regulations. She paid rent to the persons who were tenants under the lease with the owner rather than directly to the owner.

In her closing, Petitioner's Attorney offers several cases that she asserts prove that Petitioner was not a subtenant subject to resetting of the rent under Costa Hawkins. She misreads those cases.

The first case she mentions is *Dezerega v Meggs*, 83 Cal.App.4th 28 (Cal. Ct. App. 2000). That case decided whether the owners had the right to evict persons they claimed were subtenants. The court found they did not.

After a detailed recitation of the underlying facts the Court ruled:

"We hold only that where a landlord agrees to an occupancy, characterization of the occupancy as a subtenancy does not prevent application of the Ordinance's requirement of cause for eviction. Here the landlords expressly authorized, approved, and agreed to the very occupancy they now seek to terminate without cause. We hold only that they may not do so consistent with the terms of the Ordinance."

This instant case is about the right to increase the rent under Costa Hawkins. No eviction has been attempted and none could have because during the relevant times involved in this case, County of Alameda and the city of Oakland Eviction Moratoriums prevented evictions.

More important, there are no facts in this case remotely related to the facts in *Dezerega*.

- There were no direct dealings between the landlord and the Petitioner
- The tenant in *Meggs* was screened by the landlord, not so here
- The landlord had correspondence from *Meggs* and therefore full knowledge of *Meggs'* occupancy.
- The *Meggs* lease allowed roommates, not so here

In this case, Petitioner did not interact with the owner, was not screened by the owner, and the Petitioner proactively attempted to conceal her residency at the premises by keeping her name out of the addendums, forging an inaccurate Estoppel, and making the deceptive rent payment using someone else's name as the purchaser.

Petitioner next cites *Cobb v. City and County of San Francisco* 98 Cal.App.4th 345 (Cal. Ct. App. 2002)

*Cobb* involved a situation where an original tenant was allowed to have his children live in the unit. The original tenant moved out and the landlord negotiated a rent increase with the child

of the original tenant and started accepting rent from the child. Thereafter, the owner attempted to increase the rent further.

The Court found:

Cobb (Landlord) knew as of mid-May 1998 that Restoni (first original occupant) no longer lived in the unit. He acknowledged that he began accepting rent in the full amount directly from Passalacqua alone as of June 1998. He negotiated a rent increase with Passalacqua in October 1998, to take effect November 1, 1998; Restoni was not involved in the negotiation. He complained to Passalacqua in June 1999 that the rent was habitually delinquent and requested delinquent rent payments from him, without reference to any obligation on Restoni's part for the rent. He sought a rent increase directly from Passalacqua in September 1999. This evidence reasonably demonstrates that Cole deemed Passalacqua, not Restoni, his sole tenant as of June 1998.

The Court ruled:

On this evidence, the Rent Board could find that Passalacqua was an existing tenant when Cobb notified him in September 1999 that his rent would be increased effective November 1, 1999. Therefore, the Costa-Hawkins Act did not provide authority for the amount of the increase Cobb sought.

We submit *Cobb* has no bearing on the case at hand. Here the landlord did not accept rent directly from Petitioner at any time including on April 1, 2020. The rent payment bore Hubert Coleman's name, not Petitioner's. Nor, as in *Cobb*, did the owner negotiate a rent increase with Petitioner and then try to raise the rent a second time.

Finally, we reviewed *Kendall v. Ernest Pestana, Inc.* (1985) [40 Cal.3d 488, 492](#) cited by Petitioner. However, that case has no bearing on this residential property dispute. The Kendall Court explicitly ruled:

***We are presented only with a commercial lease and therefore do not address the question whether residential leases are controlled by the principles articulated in this opinion.***

Lastly, in oral argument, petitioner cited *EDC Associates v Gutierrez* to support her argument. We will not spend a lot of time on that case. *Gutierrez* involves the question of whether the landlord waives his right to evict when the landlord accepts rent after the date that it is due. The instant case is not about evictions. As stated repeatedly, this is a case about whether the owner could take a Costa Hawkins increase when a sublet occurs and all original occupants have left or when a new tenancy is created.

In conclusion, the owner was fully entitled to take a Costa Hawkins increase on Petitioner as a Subtenant who remained after all original occupants have left.

***Setting the Rent Based Upon New Tenancy  
Costa Hawkins, Civil Code Section 1954.53 (a)***

The fallacy of Petitioner’s argument that she established a new tenancy on April 1, 2020, is that Petitioner did not pay the rent directly to the owner. Instead, she wrote money orders where she forged the name of a prior tenant. Through this deception, she must be estopped from claiming the landlord consented to the creation of a new tenancy with Petitioner when he received the April 1, 2020 rent.

Moreover, the record testimony is that the landlord did not cash the money order until June of 2020. Property manager Weingand testified that the owners held the money orders because they were paid in the name of a tenant who had departed. When they learned that Petitioner was in the unit when Mr. Rivera went there on April 3, they started reviewing their records and determined that the alleged payor on the on the Money Orders had previously departed.

The record evidence is that the owners served a notice of increase which included Petitioner on April 16 (notwithstanding petitioner falsely claimed that Mr. Rivera served a rent increase notice on April 3.). The importance of this is that this is the first time Petitioner was acknowledged to be an occupant of the unit.

Thereafter, the owners started accepting rent directly from Petitioner. That is when the owners consented to the occupancy of Petitioner and can be said to have created a tenancy with Petitioner.

In *Cobb v. San Francisco Residential Rent Stabilization & Arbitration Bd.* the Court ruled:

A rent-controlled apartment cannot be passed on freely “from friend to friend or generation to generation.” Only those occupants who reside in the apartment at the start of the tenancy and do so with the landlord’s express or implicit consent are protected from unregulated rent increases. Family members and friends who subsequently move into the apartment are not protected unless the landlord consents to the occupancy and accepts rent from the new occupant, thus creating a new tenancy. (*Cobb v. San Francisco Residential Rent Stabilization & Arbitration Bd.* (2002) [98 Cal.App.4th 345, 351–353, 119 Cal.Rptr.2d 741.](#)).

In *Fernandez v. Rent Board* (3009 Mission - Superior Court Case No. 515670), following a remand from Superior Court on a Writ, the San Francisco Rent Board clarified that a landlord does not lose his right to a Costa Hawkins increase unless he accepts rent directly from a tenant before he serves a notice of rent increase.

The issue in this case was whether the Rent Board properly found that the landlord was not entitled to impose an unlimited rent increase under the Costa-Hawkins Rental Housing Act. The ALJ found that

notwithstanding the absence of any direct rent payments from the tenant petitioner to the owner, it was reasonably inferred from the landlord's conduct that the landlord intended the tenant petitioner to be jointly and severally liable for the rent, and that the landlord therefore intended to create a direct landlord-tenant relationship with the tenant petitioner. The petition for writ of mandate was timely filed on May 18, 2017. The Superior Court issued an Order on October 1, 2019, remanding the case to the Rent Board for further proceedings regarding the creation of a tenancy between the parties. On November 19, 2019, the Rent Board issued a Decision on Remand pursuant to the Superior Court's Order, which denied the tenant's petition based on the evidence that the landlord had not accepted rent directly from the tenant petitioner prior to serving the notice of rent increase. The Superior Court issued an Order granting the writ on February 11, 2020.

For the above reasons, if it is concluded that Petitioner became a tenant at some point, that would have been after the landlord consented and accepted rent directly from the tenant. That did not happen on April 1, 2020. The Petitioner deceptively paid rent under someone else's name. The landlord therefore did not consent to a new tenancy on April 1, 2020.

At the earliest, the landlord consented to Petitioner's tenancy when he cashed the Money Orders in June after having served the rent increase on April 16, 2020. That would be the earliest Petitioner could have transitioned from a subtenant to a tenant. The landlord had not accepted rent directly from the tenant prior to serving the notice of rent increase and as in *Fernandez* the owner is therefore entitled to the rent increase.

#### **NOTICES IN FOREIGN LANGUAGES**

Petitioner has contested the rent increase based upon a claim that the landlord had a duty to serve Rent Adjustment Program notices in foreign languages. Landlord set an initial rent under Costa Hawkins to either a remaining subtenant or a new tenant. In either case, Costa Hawkins preempts local laws. It says in clear and unequivocal terms that notwithstanding any law to the contrary owners may establish rent levels under Costa Hawkins.

#### **CONCLUSION**

For the above reasons the petition must be denied. The landlord properly set the rent under the authority of Costa Hawkins and nothing in the Oakland Rent Adjustment Ordinance to the contrary can override the preemptive state law.

Thank you,



Gregory McConnell and JR McConnell  
Owner Representatives

CITY OF OAKLAND



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

Department of Housing and Community Development  
Rent Adjustment Program

TEL (510) 238-3721  
FAX (510) 238-6181  
CA Relay Service 711

**REMAND HEARING DECISION**

**CASE NUMBER:** T22-0015

**CASE NAME:** Fleurentin v. Meridian Management Group

**PROPERTY ADDRESS:** 315 Wayne Place, Unit 307, Oakland, CA

**DATE OF DECISION:** August 3, 2023

**DATE OF HEARINGS AND RESPECTIVE APPEARANCES:**

**September 27, 2022:** Laurie Fleurentin, Tenant  
Christa Conry, Tenant Representative  
Jennifer Weingand, Property Supervisor, Owner Agent  
Gregory McConnell, Owner Representative  
JR McConnell, Owner Representative  
Audrey Jadlli, Interpreter

**January 11, 2023:** Laurie Fleurentin, Tenant  
Christa Conry, Tenant Representative  
Jennifer Weingand, Property Supervisor, Owner Agent  
Gregory McConnell, Owner Representative  
JR McConnell, Owner Representative  
Audrey Jadlli, Interpreter

**January 12, 2023:** Laurie Fleurentin, Tenant  
Christa Conry, Tenant Representative  
Jennifer Weingand, Property Supervisor, Owner Agent  
Gregory McConnell, Owner Representative  
JR McConnell, Owner Representative  
Audrey Jadlli, Interpreter

**January 13, 2023:** Laurie Fleurentin, Tenant  
Christa Conry, Tenant Representative  
Jennifer Weingand, Property Supervisor, Owner Agent  
Kevin Rivera, Resident Manager

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**Gregory McConnell, Owner Representative**  
**JR McConnell, Owner Representative**  
**Audrey Jadlli, Interpreter**

**January 18, 2023:**

**Christa Conry, Tenant Representative**  
**Jennifer Weingand, Property Supervisor, Owner Agent**  
**Gregory McConnell, Owner Representative**  
**JR McConnell, Owner Representative**

**January 19, 2023:**

**Laurie Fleurentin, Tenant**  
**Christa Conry, Tenant Representative**  
**Jennifer Weingand, Property Supervisor, Owner Agent**  
**Gregory McConnell, Owner Representative**  
**JR McConnell, Owner Representative**  
**Audrey Jadlli, Interpreter**

### **SUMMARY OF DECISION**

The tenant's petition is granted.

### **PROCEDURAL HISTORY**

On January 3, 2022, the tenant filed a *Tenant Petition* contesting a rent increase she received on April 15, 2020, from \$1,178.00 to \$2,800.00, that was to go into effect on January 1, 2023. The petition stated that she received a rent increase above the allowable amount and that she believed is unlawful because she 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 owner filed a *Property Owner Response to Tenant Petition* on February 9, 2020, and stated in the response that the reason for the rent increase was Costa-Hawkins. The owner also stated that the first *RAP Notice* was provided to the tenant "upon acquiring the building and by prior owners."

Both parties signed their respective forms under penalty of perjury.

On March 15, 2022, the Rent Adjustment Program issued an *Administrative Decision* dismissing the instant petition because it was untimely filed. The tenant appealed the decision and the City of Oakland Housing Residential Rent and Relocation Board overturned the *Administrative Decision* and found that: the record does not contain substantial evidence to support the Hearing Officer's finding that the tenant's petition was filed untimely and to remand the case back to the Hearing Officer for a new hearing.

A settlement conference was held on September 12, 2022, and the case did not settle. A new hearing was scheduled for September 27, 2022.



## THE ISSUES

- (1) When, if ever, was the Tenant given written notice of the Rent Adjustment Program (*RAP Notice*)?
- (2) Is the contested rent increase valid?

## EVIDENCE

After being duly sworn, **Alta Laure Fleurentin**, the tenant, provided the following testimony:

The tenant and her daughter moved into her two-bedroom unit in February 2013, at an initial rent of \$950.00. When the tenant first moved into the unit, her uncles and cousins, Willie<sup>1</sup> and Antoine Bellot, and Hubert Coleman (Coleman), were residing in the unit. The tenant stayed in one of the bedrooms and paid her family members who were also living in the apartment approximately half of the \$950.00 in monthly rent, which they would then pay to the property owner. The tenant testified that, when she first moved in, a manager knew she lived there. The tenant testified that initially she did not ask to be added onto the lease because “we were a family” and she did not know that it was important to have her name on the lease.

In June 2013, another uncle (who was not related to the tenant by blood), Jean Claude Guerrier (Guerrier) moved in also. Guerrier was added to the original lease (executed on October 2, 1996) on December 9, 2013.<sup>2</sup> The tenant was asked why she was not added onto the lease at that time. The tenant’s Haitian culture and social practices prevented her from speaking up.<sup>3</sup> She testified that, in Haiti, the older members are on the lease and, culturally, priority is given to those who are older.

In 2019, the apartment had a new property owner and the tenant was informed in writing that the new resident manager was Kevin Rivera (Rivera).<sup>4</sup> In August 2019, the tenant asked the new property manager, Rivera, to put her on the lease. He answered: “I don't care. That's not how we do things. I don't care.” Antoine Bellot also reached out to Rivera and repeatedly requested to add the tenant onto the lease; but Rivera “never answered his phone.”

In late 2019, in approximately September or October, the tenant verbally requested building maintenance. During Rivera’s first year as a manager, the building was remodeled and, during remodeling of the exterior building, the tenant’s window broke. So, the tenant requested

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<sup>1</sup> Willie Bellot moved to Haiti in 2014 and would continue to stay in the apartment when he visited from Haiti.

<sup>2</sup> Exhibit G.

<sup>3</sup> The tenant testified that, in Haitian culture, younger family members must show deference to older members. Guerrier was older than the tenant and carried the title of “uncle.” The tenant felt that she must show deference to Guerrier and not assert herself in front of him in terms of adding herself onto the lease.

<sup>4</sup> On-Site Property Manager.

that her broken window be fixed. Subsequently, in November 2019, the tenant also requested building maintenance for her sink disposal because there was a problem with her garbage disposal, and again renewed her verbal request to be added to the lease.

Rivera responded to the request to fix her window by stopping by another day to inspect the window. On that day, the tenant's mother was visiting and sleeping, and the tenant told Rivera that he could not enter because her mother was sleeping. He responded that he had to enter the unit and wake up her mother. The tenant refused because her mother was old. Rivera left without entering the apartment.

Rivera sent a man to repair the window; the man spent time working on the window but it was not repaired and, to this day the tenant still cannot open the window. Rivera fixed the sink. The tenant testified that Rivera's response to the tenant's request to be added to the lease was: "He told me he couldn't care less because he said, that's not the way it worked." According to the tenant, Rivera has never told her that he could not speak to her about repair issues in the subject unit.

The tenant testified of another occasion where she went to see Rivera to request to be added to the lease. The exact day of this conversation is unknown. The tenant testified she always paid her portion of the rent on time, and it was Guerrier who was late. She received a notice that said that if they did not pay the rent on time, they would have a problem. The tenant went to see Rivera upon receiving this notice. She brought him evidence to show him that she had been living there since 2013 and that her daughter attended a nearby school. The tenant testified that Rivera "did not want to hear me out."

Prior to the current owner's purchasing the property, the resident manager was Joe Britain (Joe). Joe was the manager in 2014. The tenant testified that her first repair request to Joe was a long time ago. The tenant had several interactions with Joe about repair requests in-writing and in-person. When the tenant made a written request to Joe, she would fill out a form that was provided by the manager. She testified that the "the forms [were] already there." She would fill out her unit number on the forms and she would either write her own name or she would write Hubert Coleman on the form. She would then put the maintenance request forms in the box "where the forms have to go." The tenant testified that she does not know what Joe did with those forms after she submitted them into the box "but the repairs were done soon after."

The tenant testified that at no point during her entire time living in the subject unit did Joe or Rivera ever indicate to her that they did not know what unit she was connected to.

The tenant was given a *Tenant Rental Estoppel Information (Estoppel)* form by the property owner in 2018.<sup>5</sup> The *Estoppel* was pre-filled and required only a signature. She did not fill out any portion of the form except to sign it as Hubert Coleman on August 28, 2018. When asked why she signed it as Hubert Coleman, she testified that she was the only one in the apartment at the time the document was delivered to the apartment. The tenant testified that afterwards, she spoke to Joe, the on-site property manager at the time, and Joe reassured her that "that was okay, because [she] has been living there since 2013."

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<sup>5</sup> Exhibit B.

In February 2020, the tenant and Guerrier signed a letter dated February 28, 2020, in which Guerrier informed the tenant that he was moving out of the unit on or before April 1, 2020.<sup>6</sup> The tenant signed Guerrier's letter as well. The tenant testified that this was a letter between herself and Guerrier and she does not know how the owner received a copy of the letter.

Prior to Guerrier's moving out, the property owners (or property managers) never told her that she did not have permission to reside in the subject unit, that she had to leave, or that she could not live there. Nor has anyone told her that she was a "sub-tenant." Prior to the subject *Rent Increase Notice*, she has never received a document from the property owner that said she was a sub-tenant or referred to her as a sub-tenant.

On April 1, 2020, she paid rent in the form of three (3) money orders and wrote "Hubert Coleman" as the purchaser/signer for drawer on the money orders.<sup>7</sup> She spent her own money to purchase the money orders. She testified that she sometimes used Coleman's name when asking for repairs or when "they came to visit the apartment." She testified that she would use Coleman's name when "it was there" and that, when she was given a document that had Coleman's name on it, she would use Coleman's name. When she made repair requests, she would sometimes make them in her own name, but also used Coleman's name at times. She did this because in Haiti "we would always use the name of the older person" out of respect. The tenant testified that she understood that the MoneyGrams were cashed by the property owners.

The tenant was asked if she knew whether Coleman told the property owners that he moved out in 2018 and she testified that she did not know.

On April 3, 2020, the tenant received a *Notice to Change Terms of Tenancy and Rent Increase Notice (Rent Increase Notice)*<sup>8</sup> taped to her door, and it increased the rent starting on January 1, 2021, from \$1,178.00 to \$2,800.00. The tenant also received a *RAP Notice* in English with the *Rent Increase Notice*.<sup>9</sup> The tenant testified that, on that day, she remembers speaking to the manager and "he had asked me to leave the house that same day. I had my daughter [and] I said, 'How can I leave? It's my daughter and me.' We were in the middle of Covid. I couldn't leave. And then he came back with this document." The tenant testified that the *Rent Increase Notice* was taped to her door later that same day.<sup>10</sup> The tenant made a distinction that she found the *Rent Increase Notice* taped to her door later that same day, and not immediately after her conversation with the resident manager.

She is currently paying \$1,178.00 in monthly rent and she will continue to pay this amount until she receives a decision from the Rent Adjustment Program.

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<sup>6</sup> Exhibit AA. This letter was proffered by the owner in their *Owner Response's* attachment.

<sup>7</sup> Exhibit CC. The three money orders totaled \$1,178.00.

<sup>8</sup> Exhibit DD. The Notice is dated April 15, 2020.

<sup>9</sup> Both representatives stipulated that the tenant received the *RAP Notice* in only English.

<sup>10</sup> As the tenant was testifying, she held up her original *Rent Increase Notice* with her hand in view of the video screen via Zoom, the video conference platform utilized during the hearing. The *Rent Increase Notice* had a piece of tape protruding from it and she pointed to the piece of tape.

After April 2020, the tenant began paying the owner with money orders in her name and eventually started paying her monthly rent by personal check. She has never received a 3-Day Notice or Pay or Quit Notice to pay the correct amount of rent at any point after April 2020.

Eventually, the tenant went to see Ms. Weingand in Ms. Weingand's office because the tenant received a piece of paper taped on the tenant's door, on August 3, 2021, from Rivera, that the tenant owed \$4,866.00.<sup>11</sup> When she spoke to Ms. Weingand, Ms. Weingand informed her that she owed more than \$4,866.00. Ms. Weingand did not tell the tenant how \$4,866.00 was initially determined. Ms. Weingand verified with the tenant that the tenant was paying \$1,178.00 each month because there was an amount left over each month and "checked the amount from January to August." Shortly after the conversation, Ms. Weingand e-mailed<sup>12</sup> the tenant "the amount that I had to pay." When asked if she remember how much she owed according to the e-mail, she testified, "I don't remember exactly but it was between 17,000 and more."

After being duly sworn, **Jennifer Weingand**, the property supervisor and the agent for the owner, provided the following testimony:

She is a property supervisor with Meridian Management Group. She manages thirteen (13) buildings making up approximately 400 units. In 1996, the owner was JR and Associates. The current owner is University President Associates, LP. She does not know when University President Associates, LP purchased the property. Meridian Management Group started managing the property in September 2018. She started her employment with Meridian Management Group and started managing the subject property on August 19, 2019.

She was asked if there was anyone else at Meridian Management Group who would have more information related to the issues about the tenant's petition. She testified, "I couldn't say for sure." There were no others from Meridian managing or involved at the property besides herself and Kevin Rivera. She testified that she does not know when the tenant moved into the property. She also did not know whether the previous owners gave permission for the tenant to reside in the unit.

Among her business records for Unit 307, is a lease, dated October 2, 1996, and signed by JR and Associates, aka Wayne Place Associates, Antoine Bellot and Willie Bellot. There is also a January 28, 2013, *Addendum* for Unit 307's lease.<sup>13</sup> The *Addendum* stated that Antoine Bellot is leaving and Hubert Coleman was remaining in the unit. In addition, on December 9, 2013, there is a second *Addendum*,<sup>14</sup> wherein it states that Jean Claude Guerrier is added to the lease agreement dated October 2, 1996, and Hubert Coleman was a remaining resident. There is also a *Tenant Rental Estoppel Information*, dated August 22, 2018.<sup>15</sup> Ms. Weingand testified that the *Estoppel* indicated to her that Jean Guerrier and Hubert Coleman occupied the unit. There is a letter dated December 4, 2018,<sup>16</sup> signed by Hubert Coleman, to the "Landlord" indicating that

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<sup>11</sup> Exhibit H. The letter is signed off by "Building Management."

<sup>12</sup> Exhibit FF. The ledger attached to the e-mail indicated that the tenant owed \$17,398.00.

<sup>13</sup> Exhibit A.

<sup>14</sup> Exhibit G.

<sup>15</sup> Exhibit B.

<sup>16</sup> Exhibit F.

he was moving out of the unit. The tenant is not listed or mentioned in any of these documents. Ms. Weingand does not have any business records indicating that the tenant was ever addressed as a sub-tenant of the unit nor are there any business records that informed her that the tenant's tenancy status was a sub-tenant in residence.

In February 2020, Ms. Weingand was notified by Guerrier that he was moving out. There are two letters in her file regarding this matter. The first letter was addressed to the tenant, dated February 28, 2020;<sup>17</sup> and the second letter was addressed to Meridian Management Group, also dated February 28, 2020.<sup>18</sup> She received the second letter on February 28, 2020, and initialed the letter. She does not recall when she received the first letter.

According to Ms. Weingand, she was surprised when she received the first letter because it referred to another occupant of the unit, the tenant. She did not recall whether, after she found out that the tenant was living in the unit, her office conducted any investigations about the tenant's tenancy.

The first time she met a tenant from the subject unit was when she met Guerrier at her office at the end of February 2020. Prior to the meeting, she received Jean Claude Guerrier's notification to move-out from Rivera. During the meeting, Guerrier confirmed that he was moving out. She could not recall speaking to him about the tenant and testified that she could not recall anything else from their brief conversation.

In her time as a property supervisor, she has experience receiving checks from people who are not the tenants of record for rental units. Typically, the checks are sent back because "we don't accept third party checks." She testified that she understood that "if [she] were to accept a check written by somebody, not a tenant, [she] might make that person a tenant." She made a distinction that she has never had an experience where she received a check from a former tenant of record.

The attorney for Meridian Management Group, Dave Wasserman, prepared the *Notice to Change Terms of Tenancy and Rent Increase Notice*<sup>19</sup> (*Rent Increase Notice*) and also had the notice served. Ms. Weingand and Rivera do not serve rent increase notices. A service processing company, SNR Services, represented by someone named Jose Hermon, served the *Rent Increase Notice*<sup>20</sup> on April 16, 2020. Later, in the property supervisor's testimony, she corrected herself and testified that it was Jose Carmona who served the notice. The owner representative, Gregory McConnell, asked Ms. Weingand several questions about the *Proof of Service* for the *Rent Increase Notice* and she stated that she did not have the *Proof of Service* in front of her and did not recall who served the notice. She testified that Dave Wasserman would have paid for the process server. She testified that she would not know whether Meridian Management Group was billed for the process server or paid for the process server; however, someone in her accounting department would have this knowledge.

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<sup>17</sup> Exhibit AA.

<sup>18</sup> Exhibit BB.

<sup>19</sup> Exhibit DD.

<sup>20</sup> The Owner Representative, Gregory McConnell, stated that they received a *Proof of Service* from the Process Server after the start of the hearing.

Under cross-examination, she testified that she does not know how the rent increase was served. She read in her file that the rent increase was "posted and mailed."

On the Hearing's fifth day, during the cross of Ms. Weingand, the parties stipulated that the owners never served the tenant with the *RAP Notice* in Spanish or Chinese.

Kevin Rivera is the current resident manager. He was fairly new to his employment and was "employed a month prior to me coming on."

Rivera went to her office to speak to her about the tenant in April 2020. This was the first time she heard of the tenant, when Rivera went to her office to tell her that - after Guerrier moved out - someone was still living in the unit. Under cross examination, she testified that she could not recall her conversation with Rivera; specifically, she could not recall if Rivera seemed surprised that the tenant was already in the unit or that the tenant remained in the unit. She does not recall talking to anybody else about the tenant.

At that time, Rivera brought her three Money Orders in Hubert Coleman's name.<sup>21</sup> Again, she checked the lease file to see if Coleman's name was in there. She found that he had vacated the unit prior to Rivera receiving the three money orders, and she subsequently contacted her business counsel. By the time she received the money orders from Rivera, "we knew that Laurie was not leaving and Laurie was living there" and she did not believe any of the occupants listed in her business file were living in the unit. She believed the money orders came from the tenant. A Notice for Non-Payment for April 2020's rent was neither issued nor served.

She did not immediately cash the MoneyGrams because "we had to figure out who this person was." The money orders were not returned to Hubert Coleman or the tenant. She was asked why the MoneyGrams were not returned to the third party according to Meridian's policy. She replied that she honestly was not sure. Further, Meridian did not return the MoneyGram to MoneyGram, the company, nor did Meridian contact MoneyGram to inform them that they were refusing the payment. She held onto the MoneyGrams on the advice of Meridian's attorney. Eventually, also on the advice of their attorney, she cashed them in late June 2020. April 2020's rent is not reflected as outstanding in any ledger that Meridien has for the subject unit. The landlord does not contend that the April 2020 rent was not paid.

She received a March 10, 2021, e-mail from Kevin Rivera where he forwarded an e-mail from the tenant.<sup>22</sup>

She does not handle or manage repair requests. She does not remember any repair requests from anybody from Unit 307 or any specific repair requests. The on-site resident manager handles and stores repair requests. When the tenant moves out of the unit, those

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<sup>21</sup> Exhibit CC.

<sup>22</sup> Exhibit D.



physical paper requests are then submitted to her office by the resident manager.<sup>23</sup> She did not recall whether Rivera told her that someone from Unit 307 made repair requests. She testified that her office's typical practice was to not address or respond to any repair requests made by individuals not on the lease. Rivera would have knowledge of this typical practice. When asked about Rivera's testimony regarding the process for tenants to make repair requests, she responded that she "honestly [doesn't] recall what he said."

There are trainings or cross-trainings provided to resident managers before they are employed as resident managers. Rivera would have received this training and therein the typical practices of Meridian Management Group.

On August 31, 2021, Rivera drafted and give the tenant an Outstanding Rent Balances Owed letter wherein it states the tenant owes \$4,866.00.<sup>24</sup> The Property Manager testified that this was a standard letter that Meridian provided for their on-site managers. In order for Rivera to know how much the tenant owed in past rents, he would have asked her office for an "aged receivable report" because he does not normally have access to a tenant's rent ledger; the aged receivable report reflects a tenant's current outstanding rent balance. Ms. Weingand further testified that not all on-site resident managers give this form letter to tenants with outstanding rent balances; some resident mangers feel comfortable enough to call, text, or knock on the tenant's door to inform them that there is an outstanding rent balance. On October 1, 2021, in response to Rivera's letter to the tenant, Ms. Weingand wrote an e-mail to the tenant and informed the tenant that Rivera's letter was sent in error and included the tenant's Resident Ledger.<sup>25</sup>

After being duly sworn, **Kevin Rivera**, the resident manager, provided the following testimony:

He is the current resident manager. He has been a resident manager since June or July 2019. His superior is Jennifer Weingand and he reports to her.

When he first started his employment as resident manager, he thought Guerrier was the only resident of the subject unit because Guerrier's name was the only one on the lease. Sometime in 2019, Rivera realized that the tenant was living in the subject unit because "I've seen her pretty much coming in and out of the building" and he spoke to her.

He has the records of all written maintenance requests for the subject unit since he became a resident manager, and he keeps these records in his apartment.<sup>26</sup>

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<sup>23</sup> During the hearing, both property supervisor Ms. Weingand, and resident manager Kevin Rivera, were ordered to preserve those records. The order extended to Meridian Management Group. Both Ms. Weingand and Mr. Rivera acknowledged the order.

<sup>24</sup> Exhibit H.

<sup>25</sup> Exhibit FF.

<sup>26</sup> Both property supervisor Ms. Weingand, and resident manager Kevin Rivera were ordered to preserve those records. The order extended to Meridian Management Group. Both Ms. Weingand and Mr. Rivera acknowledged the order.

He did not serve the tenant with the subject *Rent Increase Notice* in April 2020 and he does not serve tenants rent increase notices.

He also testified that after April 3, 2020, he received maintenance requests from the tenant and in the tenant's name, and he repaired those maintenance issues.

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

- (1) When, if ever, was the Tenant given written notice of the Rent Adjustment Program (*RAP Notice*)?

The Rent Adjustment Ordinance (Ordinance) requires an owner to serve the *RAP Notice* in three languages: English, Spanish, and Chinese at the start of a tenancy.<sup>27</sup> The Oakland Municipal Code Section 8.22.060 is titled "Notice of the existence of this Chapter required at commencement of tenancy."

Oakland Municipal Code Section 8.22.060 (A) states:

A. Notice at Commencement of Tenancy. The owner of any covered unit is required to comply with the following notice requirements at the commencement of any tenancy:

1. On or before the date of commencement of a tenancy, the owner must give the tenant a written notice in a form prescribed by the Rent Adjustment Program [*RAP Notice*] which must include the following information:
  - a. The existence and scope of this Chapter . . .
  - c. Whether the Owner is permitted to set the initial Rent to the new Tenant without limitation (such as pursuant to the Costa-Hawkins Act (California Civil Code Sec. 1954.52)) . . .
2. The Owner must give the initial notice in three languages: English, Spanish, and Chinese.

Once the *RAP Notice* is served in three languages, the Ordinance also requires an owner to serve the *RAP Notice* together with any notice of rent increase or change in the terms of a tenancy.<sup>28</sup>

California Civil Code Section 827 states that a property owner may increase the rent, upon giving written notice to the tenant, by either (A) delivering a copy to the tenant personally, or (B) serving a copy by mail under the procedures prescribed in Section 1013 of the Code of Civil Procedure.

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<sup>27</sup> Oakland Mun. Code (O.M.C.) § 8.22.060 (A) and Rent Adjustment Program Regulations (Regulations) § 8.22.060 (A). The requirement to provide the initial *RAP Notice* in three languages applies to new tenancies that commenced on or after September 21, 2016, or to tenancies that commenced before September 21, 2016, where the tenants were never served the *RAP Notice*.

<sup>28</sup> O.M.C. § 8.22.070 (H)(1).

RAP Notice

The tenant testified that she moved into the subject unit in February 2013 when her family was already living in the unit. After she moved into the unit, she made verbal and written maintenance request to the then on-site resident manager, Joe Britain. In her written requests, she would write the unit number and either make the request on behalf of Hubert Coleman or herself. The on-site property manager knew the tenant was living there and timely addressed the tenant's maintenance requests. This testimony was not contradicted. Therefore, the evidence established that the tenant moved into the subject unit in February 2013.

The *Owner Response* stated that the first *RAP Notice* was provided to the tenant "upon acquiring the building and by prior owners." The tenant testified that she first received the *RAP Notice* with the subject *Rent Increase Notice* on April 3, 2020. The tenant representative stipulated that the tenant received the *RAP Notice* with the subject notice and it was only in English. The tenant testified that she never received the *RAP Notice* in Spanish or Chinese. The owner parties stipulated that the owner did not serve the tenant the *RAP Notice* in Spanish or Chinese with the subject notice.<sup>29</sup> There is no evidence the owner has served the *RAP Notice* in any of the three languages prior to serving the tenant with the subject *Rent Increase Notice* in April 2020. Therefore, the tenant received a *RAP Notice* with the *Rent Increase Notice*, and that *RAP Notice* was only in English, prior to the filing of the subject petition. The owner did not serve the *RAP Notice* in three languages.

The owner did not establish when the owner first served the *RAP Notice* on the tenant's family. The Bellots' tenancies were established with the original lease executed on October 2, 1996. No evidence was presented during the hearing that the owner served any of the tenants who resided in the subject unit with the *RAP Notice* in any languages. Although the tenant's tenancy started in February 2013,<sup>30</sup> the evidence established that the first time that the *RAP Notice* was served on the tenant was in April 2020, on either April 3, 2020,<sup>31</sup> or on April 16, 2020.<sup>32</sup> Therefore, the requirement to provide the *RAP Notice* in three languages applies to this case because the *RAP Notice* was never provided prior to September 21, 2016.

The owner never provided the *RAP Notice*<sup>33</sup> to the tenant pursuant to Oakland Municipal Code Section 8.22.060 prior to the filing of the subject petition, therefore the contested rent increase is not valid.

Any notice of rent increase or change in the terms of a tenancy are invalid until the owner serves the tenant with the *RAP Notice* in three languages.

In addition, Oakland Municipal Code Section 8.22.060 (B) allows an owner, when responding to a tenant petition, to allege that the owner has complied with the notice

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<sup>29</sup> On the Hearing's fifth day, during the cross of Ms. Weingand.

<sup>30</sup> When the tenant moved in.

<sup>31</sup> When she was served with the subject *Rent Increase Notice*, which is after September 21, 2016.

<sup>32</sup> When the owner alleges the *Rent Increase Notice* was served, which is also after September 21, 2016.

<sup>33</sup> As also required by Regulations § 8.22.060 (A).

requirement.<sup>34</sup> However, “if an owner fails to submit the evidence and the subject dwelling unit is not exempt, then the owner’s petition or response to a tenant’s petition must be dismissed.” Failure to file a timely response limits the owner’s participation in the Hearing to cross-examination and summation.<sup>35</sup> In this case, however, the owner’s participation in the Hearing was not limited to cross-examination and presenting a summation. The owner’s response was not dismissed. The owner’s response and exhibits were accepted and considered during the entire hearing. Moreover, the owner was allowed to fully participate in the hearing.

There is a provision in the Ordinance that addresses failure to give the *RAP Notice*.<sup>36</sup>

Oakland Municipal Code Section 8.22.060 (C) states:

C. Failing to Give Notice. An owner who fails to give notice of the existence and scope of the Rent Adjustment Program at the commencement of a tenancy, but otherwise qualifies to petition or respond to a petition filed with the Rent Adjustment Program, will forfeit six months of the rent increase sought unless the owner cured the failure to give the notice. An owner may cure the failure to give the notice at the commencement of a tenancy required by this section and not be subject to a forfeiture of a rent increase if the owner gives the notice at least six months prior to serving the rent increase notice on the tenant or, in the case of an owner petition, at least six months prior to filing the petition.

The consequence for an owner who fails to give the *RAP Notice* in three languages for the first time is six (6) months’ forfeiture of rent increase sought; however, the six months countdown starts when the owner finally gives the tenant the *RAP Notice* in three languages for the first time. Section 8.22.060 (C) would not apply to this instant petition because the owner has not provided the *RAP Notice* to the tenant pursuant to Oakland Municipal Code Section 8.22.060, prior to the filing of the subject petition.

#### Rent Increase Notice

In addition to the *RAP Notice* issue discussed above, the rent increase notice was not properly served on the tenant.

The tenant testified that she found the rent increase notice taped to her door on April 3, 2020. She testified that Rivera taped it to her front door but she did not witness Rivera taping it. She assumed it was Rivera. The tenant’s testimony as to how the notice was served (regardless of who served it) was credible. The tenant’s testimony was not contradicted by the owner agent or the on-site resident manager, Kevin Rivera. The owner agent and the on-site resident manager both testified that it was not Mr. Rivera’s job to serve the rent increase notice and that he did not serve the instant rent increase notice. The owner agent did not serve the rent increase notice either. The owner agent testified that Jose Hermon or Jose Carmona served the rent increase notice. Under cross-examination, the owner agent testified that she did not know how the rent increase notice was served. Reading from a note in a business file does not prove, by a

<sup>34</sup> This evidence could be a statement of compliance given under oath.

<sup>35</sup> *Santiago v. Vega*, Case No. T02-0404.

<sup>36</sup> O.M.C. § 8.22.060 (C).

preponderance of evidence, that the notice was mailed to the tenant. Under questioning by the Owner Representative, Gregory McConnell, Ms. Weingand testified that she did not have a copy of the *Proof of Service* and also could not recall details of the *Proof of Service* for the *Rent Increase Notice*.<sup>37</sup> She did not and could not testify about how the rent increase notice was served. Jose Hermon or Jose Carmona was not called as a witness and did not testify. Therefore, the evidence established that the tenant was served with the *Rent Increase Notice* by it being taped on her front door.

California Civil Code Section 827 dictates how a rent increase notice must be served. Service must be done via personal service or via U.S. mail. The tenant's uncontradicted testimony established that the contested rent increase notice was taped to the tenant's door on April 3, 2020, and was not personally served to her or mailed to her via the United States Postal Service. Therefore, the rent increase notice was not properly served and is also invalid on the ground that it violated California Civil Code Section 827.

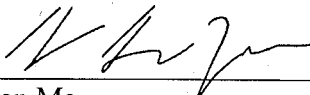
No other issues can be reached based on the foregoing, and the tenant's petition is hereby granted.

### ORDER

1. Tenant Petition T22-0015 is granted.
2. The current base rent for the subject unit is \$1,178.00.

Right to Appeal: This is the final decision of a Rent Adjustment Program staff. Either party may appeal by filing a completed RAP appeal form that must be received within 20 days after service of the decision, which is shown on the attached Proof of Service.

Dated: August 3, 2023

  
\_\_\_\_\_  
Susan Ma  
Hearing Officer  
Rent Adjustment Program

<sup>37</sup> The *Proof of Service* was not proffered into evidence.

**PROOF OF SERVICE**

**Case Number: T22-0015**

**Case Name: Fleurentin v. Meridian Management Group**

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**

Remand Hearing Decision

**Manager**

Jennifer Weingand, Meridian Management Group  
1717 Powell Street Unit #300  
Oakland, CA 94133

**Owner Representative**

Greg/JR McConnell, The McConnell Group  
1 Embarcadero W. Suite #168  
Oakland, CA 94607

**Tenant**

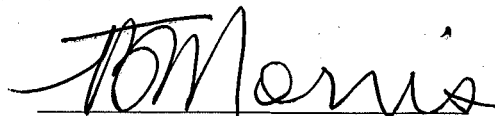
Laurie Fleurentin  
315 Wayne Place Unit 307  
Oakland, CA 94606

**Tenant Representative**

Christa E. Conry, Housing & Economic Rights Advocates  
P.O. Box 29435  
Oakland, CA 94604

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **August 04, 2023** in Oakland, California.



Teresa Brown-Morris  
Oakland Rent Adjustment Program

**000246**



**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> Meridian Management / University President Associates Jennifer Weingand (Owner Agent)	<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant
<b>Property Address (Include Unit Number)</b> 315 Wayne Place #307 Oakland, CA 94606	
<b>Appellant's Mailing Address (For receipt of notices)</b>  1717 Powell St. #300, San Francisco, CA 94133	<b>Case Number</b> T22-0015
	<b>Date of Decision appealed</b> August 3, 2023
<b>Name of Representative (if any)</b> Greg McConnell JR McConnell The McConnell Group	<b>Representative's Mailing Address (For notices)</b> 1 Embarcadero W. #168, Oakland, CA 94607

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: 13.

- **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 August 23, 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><u>Name</u></b>	Christa Conry, Tenant Representative
<b><u>Address</u></b>	P.O. Box 29435
<b><u>City, State Zip</u></b>	Oakland, CA 94604
<b><u>Name</u></b>	Laurie Fleurentin, Tenant
<b><u>Address</u></b>	315 Wayne Place #307
<b><u>City, State Zip</u></b>	Oakland, CA 94606

	8/23/23
---	---------

**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.

**ATTACHMENT TO APPEAL  
T22-0015  
315 WAYNE PLACE, UNIT 307  
FLEURENTIN v MERIDIAN MANAGEMENT GROUP**

The following explains the basis of the Property Owners Appeal as required by Rent Adjustment Program (RAP) Appeal Regulation 8.22.120 (A) (1). Additionally, the Property Owner (Appellant) reserves the right to submit additional briefing within fifteen days of submittal of this appeal as authorized by RAP Regulation 8.22.120 (A) (2).

The Appellant has requested copies of all audio tapes from the hearings as a key issue here is whether the Hearing Officer's decision is supported by substantial evidence. On the face of the decision, it clearly is not. Once the hearing tapes are delivered and reviewed, the Appellant's representative will cite to the recorded testimony on the key issue of the service of notice of the increase. If there is delay in receiving the tapes, the Appellant reserves the right to request additional time to his brief.

**a) The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations, or prior decisions of the Board.**

The Hearing Officer decided that the Appellant failed to comply with a requirement to provide the RAP Notice at the commencement of the tenancy. The "tenant" was a subtenant at the time the increase was served. There was no duty to serve the RAP notice in multiple languages. Besides, the Costa-Hawkins Rental Housing Act is clear: Local jurisdictions may not impose requirements as to the application of this statute. Costa-Hawkins states, in pertinent part, as follows:

“(a) **Notwithstanding any other provision of law**, an owner of residential real property may establish the initial rental rate for a dwelling or unit, except where any of the following applies.....”

Civil Code Section 1954.32 (emphasis added).

**c) The decision raises a new policy issue that has not been decided by the Board.**

An owner who serves a Notice of Increase to tenants including subtenants need not file a RAP Notice in Multiple Languages. That requirement only applies to new tenancies. On appeal we will show that the record evidence proves that Ms. Fleurentin was not a new tenant when the rent increase notice was filed. In fact, she falsely testified numerous times that she had been a tenant prior to the rent increase notice. She was at best a subtenant.

**d) The decision violates federal, state, or local law.**

The decision violates California law as set forth above. The Costa Hawkins Rental Housing Act preempts local law. Therefore, local rent boards cannot impose restrictions/requirements like RAP notices or additional language requirements on Costa Hawkins Rent increases to subtenants remaining when all original tenants have departed.

The decision also violates state law on service of notice of rent increases. The rent increase was served in compliance with Civil Code Section 827, which is all that is required assuming, as is the case here, that the last original occupant no longer resided in the subject dwelling, and all remaining occupants were sublessees that moved in after December 31, 1995.

**e) The decision is not supported by substantial evidence.**

The decision that the Appellant failed to comply with state rent increase notice requirements is flat wrong. The notice was posted and mailed to the tenant. A copy of the proof of service was also provided to the rent board and was in its possession. The landlord testified that the notice was served by a professional/registered process server.

The decision states that the tenant testified that the notice was taped to her door. It does not say that the tenant testified that she never received it in the mail. The Appellant attaches a copy of an email from the RAP program that clearly shows the Appellant's attorney served a notice of the rent increase with a proof of service to the RAP Program. That document clearly disproves the Hearing Officer's decision that Notice of the Rent Increase was not performed in accordance with California law.

Moreover, the Appellant will show that the tenant was not credible as she misrepresented the truth on this issue and many other issues during the hearing.

**f) I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim.**

Appellant requested the right to recall Ms. Fleurentin as his own, hostile witness, but was denied. The importance of this error will be discussed further in the Appellant's brief.

**h) Other**

We ask that the Board open its own evidentiary hearing on the issue of service of the rent increase notice as allowed by RAP Regulation 8.22.120 (F) et. seq. We believe that in the interest of justice it is only right that the Board decide this key issue rather than waste time sending it back to the hearing officer.

We are dismayed that the Hearing Officer did not resolve issues in the lengthy proceedings in this case. The Hearing Officer took over 190 days to issue a decision in a case that had 6 days of hearings. If the notice issue was as cut and dry as the decision seeks to suggest, why did it take so long to reach this result?

Gregory McConnell  
Owner Representative

THIS *NOTICE TO CHANGE TERMS OF TENANCY* HEREBY SUPERSEDES AND REPLACES ANY OTHER NOTICE TO CHANGE TERMS OF TENANCY AND/OR ANY OTHER RENT INCREASE NOTICE(S) PREVIOUSLY SERVED UPON YOU.

**NOTICE TO CHANGE TERMS OF TENANCY AND  
RENT INCREASE NOTICE**

To **Antione Bellot (original occupant), Willie Bellot (original occupant), Hubert Coleman (original occupant), Jean Claude Guerrier (original occupant), Laurie Fleurentin (subsequent occupant), AND ALL SUBTENANTS IN POSSESSION, name(s) unknown**, as well as any other occupant(s) claiming the right to possession of the following residential rental premises:

315 Wayne Place, Unit Number 307  
City of Oakland, County of Alameda, State of California 94606  
--including all housing privileges, storage and parking-- (the "Premises")

---

You are hereby notified that, effective **January 1, 2021**, not less than ninety (90) days after service of this notice is completed upon you, the terms of your tenancy of the Premises will be changed as follows:

The monthly rental thereof will be changed from \$1,178.00 per month to two thousand-eight hundred dollars (\$2,800) per month, payable in the advance of the first day each and every month you continue to hold possession of the Premises.

All other terms of the tenancy and the *Residential Lease* dated on or about October 2, 1996 will remain unchanged.

You are further notified that a negative credit report reflecting on your credit history may be submitted to a credit-reporting agency if you fail to fulfill the terms of your credit obligations.

You are hereby notified that, pursuant to California Civil Code Section 1954.50, *et seq.* (Costa-Hawkins Rental Housing Act), the Premises and/or your tenancy therein are not subject to the City of Oakland's Rent Adjustment Program (Chapter 8.22 of the Oakland Municipal Code) for purposes of this rent increase. The landlord and owner of the Premises contends that the last original occupant, Jean Claude Guerrier, no longer permanently resides at the Premises, and that all current occupants are subsequent occupants and sublessees who commenced occupancy of the Premises on or after January 1, 1996.

Pursuant to the Costa-Hawkins Rental Housing Act (Civil Code Sections 1954.50, et seq.), please note as follows:

Conditions for Establishing the Initial Rental Rate Upon Sublet or Assignment:

(A) Where the original occupant or occupants who took possession of the dwelling or unit pursuant to the rental agreement with the owner no longer permanently reside there, an owner may increase the rent by any amount allowed by this section to a lawful sublessee or assignee who did not reside at the dwelling or unit prior to January 1, 1996. However, such a rent increase shall not be permitted while:

(i) The dwelling or unit has been cited in an inspection report by the appropriate governmental agency as containing serious health, safety, fire, or building code violations, as defined by Section 17920.3 of the California Health and Safety Code, excluding any violation caused by a disaster; and,

(ii) The citation was issued at least 60 days prior to the date of the vacancy; and,

(iii) The cited violation had not been abated when the prior tenant vacated and had remained unabated for 60 days or for a longer period of time. However, the 60-day time period may be extended by the appropriate governmental agency that issued the citation.

(B) This provision shall not apply to partial changes in occupancy of a dwelling or unit where one or more of the occupants of the premises, pursuant to the agreement with the owner, remains an occupant in lawful possession of the dwelling or unit, or where a lawful sublessee or assignee who resided at the dwelling or unit prior to January 1, 1996, remains in possession of the dwelling or unit.

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

Information regarding this NOTICE may be obtained from the City of Oakland's Rent Adjustment Program. Parties seeking legal advice concerning evictions should consult with an attorney. The Rent Program is located at 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, California 94612, 510.238.3721, website: [www.oaklandnet.com](http://www.oaklandnet.com). Please refer to the attached City of Oakland Rent Adjustment Program *Notice to Tenants of Residential Rent Adjustment Program*.

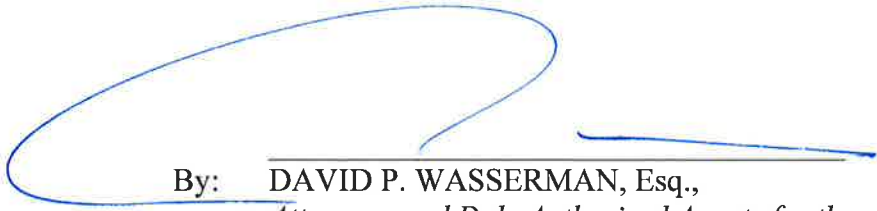
Rent increases imposed pursuant to the Costa-Hawkins Rental Housing Act are effective upon the expiration of the notice period prescribed by California Civil Code section 827.



Questions about this NOTICE may be directed to the undersigned, who is the agent for the landlord and owner.

**WASSERMAN-STERN**

Dated: April 15, 2020



By: DAVID P. WASSERMAN, Esq.,  
*Attorneys and Duly Authorized Agents for the  
Landlord/Owner*

---

**Wasserman-Stern Law Offices**

2960 Van Ness Avenue

San Francisco, CA 94109

Tel. No.: (415) 567-9600

Fax. No.: (415) 567-9696

Email: [dwasserman@wassermanstern.com](mailto:dwasserman@wassermanstern.com)

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 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 307, 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 \_\_\_\_\_ (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.

DAVID P WASSERMAN, ESQ.  
WASSERMAN-STERN  
2960 VAN NESS AVE., #B SAN FRANCISCO, CA 94109

SBN: 171923

PROOF OF SERVICE

I, the undersigned declare that I served the Notice (s) below as indicated:

NOTICE TO CHANGE TERMS OF TENANCY AND RENT INCREASE NOTICE; NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

The above described Notice (s) were served on the following named parties in the manner set forth below:

NAME OF OCCUPANT: Antione Bellot (original occupant), Willie Bellot (original occupant), Hubert Coleman (original occupant), Jean Claude Guerrier (original occupant), Laurle Fleurentin (subsequent occupant), AND ALL SUBTENANTS IN POSSESSION

DATE OF Posting: April 16, 2020  
TIME OF Posting: 11:09 AM

DATE OF MAILING: April 16, 2020

ADDRESS OF PROPERTY: 315 WAYNE PLACE , UNIT NUMBER 307,  
OAKLAND, CA 94606  
(HOME)

MAILING ADDRESS: 315 WAYNE PLACE , UNIT NUMBER 307  
OAKLAND, CA 94606

- 1. PERSONAL SERVICE By delivering a copy of the Notice(s) on the above named occupant(s)
- 2. CONSTRUCTIVE SERVICE After due and diligent effort, by service of said Notice(s) as authorized by C.C.P. Section 1162 (2,3) on each of the above named parties in the manner set forth below.

By posting a copy for each of the above named parties on April 16, 2020 at 11:09 AM in a conspicuous place on the property; and thereafter mailing a copy to each said party by depositing said copies in the United States mail, in a sealed envelope with postage fully prepaid, addressed to each said party at their place where the property is situated on April 16, 2020.

Fee for Service: \$ 70.00

County: ALAMEDA

Registration No.: 1476

S & R Services

901 Sneath Lane, Suite 115

San Bruno, CA 94066

(650) 794-1923

Ref: MERIDIAN (315 WAYNE PLACE #307)



At the time of service, I was at least 18 years of age. I declare under penalty of perjury that the foregoing is true and correct.

Dated: April 16, 2020.



Signature: \_\_\_\_\_

*Jose Carmona*

JOSE CARMONA

PROOF OF SERVICE

Order#: 34205/NTQ

000257

**PROOF OF SERVICE**

STATE OF CALIFORNIA, COUNTY OF SAN FRANCISCO

I am employed in the county of San Francisco, State of California. I am over the age of 18 and not a party to the within action; my business address is 2960 Van Ness Avenue, San Francisco, California 94109. On **April 21, 2020**, I served the foregoing documents described as:

**NOTICE TO CHANGE TERMS OF TENANCY AND RENT INCREASE NOTICE**

**MERIDIAN MANAGEMENT v. ANTIONE BELLOT ET AL  
315 WAYNE PLACE, UNIT NUMBER 307, OAKLAND, CA 94606**

on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

City of Oakland; Department of Housing and Community Development 250 Frank Ogawa Plaza, Suite 5313 Oakland, CA 94612	
--	--

I deposited such envelope(s), with postage thereon fully prepaid, in the mail at San Francisco, California.

By US MAIL. I am "readily familiar" with the firm's practice of collection and processing of correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at San Francisco, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I caused to be delivered by same-day service such envelopes, by hand, to the residence of the addressee(s).

**I caused such copies to be facsimiled pursuant to stipulation to the persons set forth above at the facsimile numbers indicated above.**

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

(Federal) I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on **April 21, 2020** at San Francisco, California.

  
By: LINDA CIKES

**PROOF OF SERVICE**

STATE OF CALIFORNIA, COUNTY OF SAN FRANCISCO

I am employed in the county of San Francisco, State of California. I am over the age of 18 and not a party to the within action; my business address is 2960 Van Ness Avenue, San Francisco, California 94109. On **April 21, 2020**, I served the foregoing documents described as:

**NOTICE TO CHANGE TERMS OF TENANCY AND RENT INCREASE NOTICE**

**MERIDIAN MANAGEMENT v. ANTIONE BELLOT ET AL  
315 WAYNE PLACE, UNIT NUMBER 307, OAKLAND, CA 94606**

on the interested parties in this action by emailing true copies thereof to the addressed as follows:

City of Oakland;  
Department of Housing and Community  
Development  
rap@oaklandca.gov;  
evictionnotices@oaklandca.gov

I deposited such envelope(s), with postage thereon fully prepaid, in the mail at San Francisco, California.

By US MAIL. I am "readily familiar" with the firm's practice of collection and processing of correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at San Francisco, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

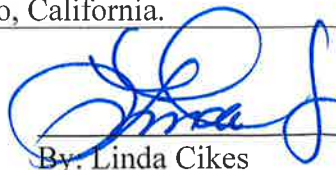
I caused to be delivered by same-day service such envelopes, by hand, to the residence of the addressee(s).

I caused such copies to be emailed pursuant to stipulation to the persons set forth above on 4/21/20

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

(Federal) I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on **April 21, 2020** at San Francisco, California.

  
By: Linda Cikes

**T22-0015 Fleurentin v Meridian Management Group**  
**Appeal Addendum**

This is a supplement to our appeal. The Hearing Officer did not resolve the underlying issue of whether the owner is entitled to take a Costa-Hawkins increase. At the appropriate time we will prove that entitlement. We have argued previously that the owner was not required to serve RAP Notices in multiple languages. We stand by those arguments.

Here, we only address the issue of the Hearing Officer's ruling that the Owner did not properly serve a rent increase notice to Laurie Fleurentin. We strongly disagree. The Owner complied with service requirements by Posting and Mailing the Notice of Rent Increase and the evidence in the hearing and on file with the Rent Board prove that conclusively.

The Hearing Officer finds that "The tenant's uncontradicted testimony established that the contested rent increase notice was taped to the tenant's door on April 3, 2020, and was not personally served to her or mailed to her via the United States Postal Service." She also found that the Tenant's testimony was credible.

The Tenant never testified that the rent increase notice was not mailed to her via the United States Postal Service. No one during the hearing made that claim! The finding is therefore completely wrong.

Jennifer Weingand testified that prior to the hearing she reviewed the Tenants' file kept by the management company in the regular course of business and that she saw the Proof of Service that showed the rent increase notice was served on April 16, by placing it on the door and mailing it to the Tenant at her address.

The manner of service testified to by Ms. Weingand is verified by the Notice of Rent Increase and Proof of Service on file with the Rent Adjustment Program (RAP). (Please see the document previously submitted as an attachment to the appeal that showed the RAP had the Notice of Rent Increase and Proof of Service in its files.

The Tenant's testimony was not credible. In fact, it was blatantly false. The increase was not served on April 3 as she claimed. It was served on April 16. The Tenant claimed that on April 3 the Resident Manager made a demand that she move out and when she refused the Resident Manager left but came back and taped the rent increase notice on her door. (See Hearing Officer's Decision).

The resident manager acknowledged that he visited the unit on April 3 to check on the status of the unit. However, he categorically denied demanding that the tenant get out. He also categorically denied coming back after the alleged argument on the same day and serving a rent increase notice.

The Tenant made this story up to prejudice the Hearing Officer to be bias against the Property Owner. Apparently, it worked. Now the Board must reverse because the facts are completely opposite the allegations.

We ask the Board to review the Hearing tapes at:

- [Day2Rent Adjustment Hearing Audio\_2023.1.11\_T22-0015\_Fleurentin v. Meridian Mgmt Grp; 39:12-46:20]
- [Day2.2Rent Adjustment Hearing Audio\_2023.1.11\_T22-0015\_Fleurentin v. Meridian Mgmt Grp; 30:58-40:00]

We also ask the Board to review [Day4.2Rent Adjustment Hearing Audio\_2023.1.13\_T22-0015\_Fleurentin v. Meridian Mgmt Grp; 34:15-37:30]. There the Board will find the following:

Jennifer Weingand testified that service of the Notice of Increase was arranged by Attorney David Wasserman who hired Jose Carmona of S&R services to serve the Notice of Increase on April 16, 2020, and that no one else, including Kevin Rivera, (Resident Manager), served a Notice of Increase to the Tenant prior to April 16, 2020.

Kevin Rivera testified that he did approach unit 307 on April 3, but he did not engage in an argument with Ms. Fleurentin, nor post anything on her door that date. Please review: [Day4Rent Adjustment Hearing Audio\_2023.1.13\_T22-0015\_Fleurentin v. Meridian Mgmt Grp; 53:10-56:01]

He further testified that it is not within his job duties to serve Notices of Increase and that he has never served a Notice of Increase to anyone. Please review: [Day4Rent Adjustment Hearing Audio\_2023.1.13\_T22-0015\_Fleurentin v. Meridian Mgmt Grp; 2:07:38-2:08:30]

See also [Day5Rent Adjustment Hearing Audio\_2023.1.18\_T22-0015\_Fleurentin v. Meridian Mgmt Grp; 4:40 – 5:15]

Based upon the record testimony it must be concluded that Tenant was not credible, certainly the conclusion that Tenant's testimony was uncontradicted is flat wrong.

The increase was properly served. Ms. Weingand testified to that effect and the Board had a copy of the increase and the proof of service in its files. To rule that the notice was not properly served would grant a decision contrary to record evidence and documents on file with the Rent Adjustment Program.

For those reasons, we respectfully demand a reversal of the decision because the findings are not supported by substantial evidence.



THIS *NOTICE TO CHANGE TERMS OF TENANCY* HEREBY SUPERSEDES AND REPLACES ANY OTHER NOTICE TO CHANGE TERMS OF TENANCY AND/OR ANY OTHER RENT INCREASE NOTICE(S) PREVIOUSLY SERVED UPON YOU.

**NOTICE TO CHANGE TERMS OF TENANCY AND  
RENT INCREASE NOTICE**

To **Antione Bellot (original occupant), Willie Bellot (original occupant), Hubert Coleman (original occupant), Jean Claude Guerrier (original occupant), Laurie Fleurentin (subsequent occupant), AND ALL SUBTENANTS IN POSSESSION, name(s) unknown**, as well as any other occupant(s) claiming the right to possession of the following residential rental premises:

315 Wayne Place, Unit Number 307  
City of Oakland, County of Alameda, State of California 94606  
--including all housing privileges, storage and parking-- (the "Premises")

---

You are hereby notified that, effective **January 1, 2021**, not less than ninety (90) days after service of this notice is completed upon you, the terms of your tenancy of the Premises will be changed as follows:

The monthly rental thereof will be changed from \$1,178.00 per month to two thousand-eight hundred dollars (\$2,800) per month, payable in the advance of the first day each and every month you continue to hold possession of the Premises.

All other terms of the tenancy and the *Residential Lease* dated on or about October 2, 1996 will remain unchanged.

You are further notified that a negative credit report reflecting on your credit history may be submitted to a credit-reporting agency if you fail to fulfill the terms of your credit obligations.

You are hereby notified that, pursuant to California Civil Code Section 1954.50, *et seq.* (Costa-Hawkins Rental Housing Act), the Premises and/or your tenancy therein are not subject to the City of Oakland's Rent Adjustment Program (Chapter 8.22 of the Oakland Municipal Code) for purposes of this rent increase. The landlord and owner of the Premises contends that the last original occupant, Jean Claude Guerrier, no longer permanently resides at the Premises, and that all current occupants are subsequent occupants and sublessees who commenced occupancy of the Premises on or after January 1, 1996.

Pursuant to the Costa-Hawkins Rental Housing Act (Civil Code Sections 1954.50, et seq.), please note as follows:

Conditions for Establishing the Initial Rental Rate Upon Sublet or Assignment:

(A) Where the original occupant or occupants who took possession of the dwelling or unit pursuant to the rental agreement with the owner no longer permanently reside there, an owner may increase the rent by any amount allowed by this section to a lawful sublessee or assignee who did not reside at the dwelling or unit prior to January 1, 1996. However, such a rent increase shall not be permitted while:

(i) The dwelling or unit has been cited in an inspection report by the appropriate governmental agency as containing serious health, safety, fire, or building code violations, as defined by Section 17920.3 of the California Health and Safety Code, excluding any violation caused by a disaster; and,

(ii) The citation was issued at least 60 days prior to the date of the vacancy; and,

(iii) The cited violation had not been abated when the prior tenant vacated and had remained unabated for 60 days or for a longer period of time. However, the 60-day time period may be extended by the appropriate governmental agency that issued the citation.

(B) This provision shall not apply to partial changes in occupancy of a dwelling or unit where one or more of the occupants of the premises, pursuant to the agreement with the owner, remains an occupant in lawful possession of the dwelling or unit, or where a lawful sublessee or assignee who resided at the dwelling or unit prior to January 1, 1996, remains in possession of the dwelling or unit.

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

Information regarding this NOTICE may be obtained from the City of Oakland's Rent Adjustment Program. Parties seeking legal advice concerning evictions should consult with an attorney. The Rent Program is located at 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, California 94612, 510.238.3721, website: [www.oaklandnet.com](http://www.oaklandnet.com). Please refer to the attached City of Oakland Rent Adjustment Program *Notice to Tenants of Residential Rent Adjustment Program*.

Rent increases imposed pursuant to the Costa-Hawkins Rental Housing Act are effective upon the expiration of the notice period prescribed by California Civil Code section 827.

Questions about this NOTICE may be directed to the undersigned, who is the agent for the landlord and owner.

**WASSERMAN-STERN**

Dated: April 15, 2020



By: DAVID P. WASSERMAN, Esq.,  
*Attorneys and Duly Authorized Agents for the*  
*Landlord/Owner*

---

**Wasserman-Stern Law Offices**

2960 Van Ness Avenue

San Francisco, CA 94109

Tel. No.: (415) 567-9600

Fax. No.: (415) 567-9696

Email: [dwasserman@wassermanstern.com](mailto:dwasserman@wassermanstern.com)

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 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 307, 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 \_\_\_\_\_ (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.

DAVID P WASSERMAN, ESQ.  
WASSERMAN-STERN  
2960 VAN NESS AVE., #B SAN FRANCISCO, CA 94109

SBN: 171923

PROOF OF SERVICE

I, the undersigned declare that I served the Notice (s) below as indicated:

NOTICE TO CHANGE TERMS OF TENANCY AND RENT INCREASE NOTICE; NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

The above described Notice (s) were served on the following named parties in the manner set forth below:

NAME OF OCCUPANT: Antione Bellot (original occupant), Willie Bellot (original occupant), Hubert Coleman (original occupant), Jean Claude Guerrier (original occupant), Laurle Fleurentin (subsequent occupant), AND ALL SUBTENANTS IN POSSESSION

DATE OF Posting: April 16, 2020  
TIME OF Posting: 11:09 AM

DATE OF MAILING: April 16, 2020

ADDRESS OF PROPERTY: 315 WAYNE PLACE , UNIT NUMBER 307,  
OAKLAND, CA 94606  
(HOME)

MAILING ADDRESS: 315 WAYNE PLACE , UNIT NUMBER 307  
OAKLAND, CA 94606

- 1. PERSONAL SERVICE By delivering a copy of the Notice(s) on the above named occupant(s)
- 2. CONSTRUCTIVE SERVICE After due and diligent effort, by service of said Notice(s) as authorized by C.C.P. Section 1162 (2,3) on each of the above named parties in the manner set forth below.

By posting a copy for each of the above named parties on April 16, 2020 at 11:09 AM in a conspicuous place on the property; and thereafter mailing a copy to each said party by depositing said copies in the United States mail, in a sealed envelope with postage fully prepaid, addressed to each said party at their place where the property is situated on April 16, 2020.

Fee for Service: \$ 70.00

County: ALAMEDA

Registration No.: 1476

S & R Services

901 Sneath Lane, Suite 115

San Bruno, CA 94066

(650) 794-1923

Ref: MERIDIAN (315 WAYNE PLACE #307)



At the time of service, I was at least 18 years of age. I declare under penalty of perjury that the foregoing is true and correct.

Dated: April 16, 2020.



Signature: \_\_\_\_\_

*Jose Carmona*

JOSE CARMONA

PROOF OF SERVICE

Order#: 34205/NTQ

000266

**PROOF OF SERVICE**

STATE OF CALIFORNIA, COUNTY OF SAN FRANCISCO

I am employed in the county of San Francisco, State of California. I am over the age of 18 and not a party to the within action; my business address is 2960 Van Ness Avenue, San Francisco, California 94109. On **April 21, 2020**, I served the foregoing documents described as:

**NOTICE TO CHANGE TERMS OF TENANCY AND RENT INCREASE NOTICE**

**MERIDIAN MANAGEMENT v. ANTIONE BELLOT ET AL  
315 WAYNE PLACE, UNIT NUMBER 307, OAKLAND, CA 94606**

on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

City of Oakland; Department of Housing and Community Development 250 Frank Ogawa Plaza, Suite 5313 Oakland, CA 94612	
--	--

I deposited such envelope(s), with postage thereon fully prepaid, in the mail at San Francisco, California.

By US MAIL. I am "readily familiar" with the firm's practice of collection and processing of correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at San Francisco, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I caused to be delivered by same-day service such envelopes, by hand, to the residence of the addressee(s).

**I caused such copies to be facsimiled pursuant to stipulation to the persons set forth above at the facsimile numbers indicated above.**

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

(Federal) I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on **April 21, 2020** at San Francisco, California.

  
By: LINDA CIKES

**PROOF OF SERVICE**

STATE OF CALIFORNIA, COUNTY OF SAN FRANCISCO

I am employed in the county of San Francisco, State of California. I am over the age of 18 and not a party to the within action; my business address is 2960 Van Ness Avenue, San Francisco, California 94109. On **April 21, 2020**, I served the foregoing documents described as:

**NOTICE TO CHANGE TERMS OF TENANCY AND RENT INCREASE NOTICE**

**MERIDIAN MANAGEMENT v. ANTIONE BELLOT ET AL  
315 WAYNE PLACE, UNIT NUMBER 307, OAKLAND, CA 94606**

on the interested parties in this action by emailing true copies thereof to the addressed as follows:

City of Oakland;  
Department of Housing and Community  
Development  
rap@oaklandca.gov;  
evictionnotices@oaklandca.gov

I deposited such envelope(s), with postage thereon fully prepaid, in the mail at San Francisco, California.

By US MAIL. I am "readily familiar" with the firm's practice of collection and processing of correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at San Francisco, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

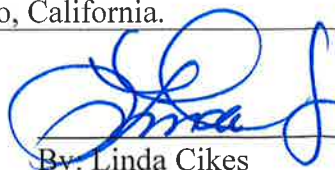
I caused to be delivered by same-day service such envelopes, by hand, to the residence of the addressee(s).

I caused such copies to be emailed pursuant to stipulation to the persons set forth above on 4/21/20

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

(Federal) I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on **April 21, 2020** at San Francisco, California.

  
By: Linda Cikes





**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 complete but unsigned copy of this PROOF OF SERVICE form to the opposing parties together with the document(s) being served.
- File the completed and signed PROOF OF SERVICE form with the Rent Adjustment Program together with the document you are filing and copies of any attachments you served on the opposing party/parties.
- Please sequentially number 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: \_\_\_\_\_ (insert name of document served) and

And Additional Documents

(write number of attached pages) \_\_\_\_\_ 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. First-Class 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. 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.
- c. Electronic Service (DO NOT USE THIS SERVICE METHOD TO SERVE PETITIONS OR RESPONSES TO PETITIONS.) I electronically sent the document(s) to the person(s) at the address(es) listed below who have previously given written consent to receiving notices and documents in this matter from the RAP and from the OTHER PARTY/IES electronically at the email address(es) they provided.

**PERSON(S) SERVED:**

Name	
Address	
City, State, Zip	
Email Address	

Name	
Address	
City, State, Zip	
Email Address	

Name	
Address	
City, State, Zip	
Email Address	

Name	
Address	
City, State, Zip	
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City, State, Zip	
Email Address	

Name	
Address	
City, State, Zip	
Email Address	

Name	
Address	
City, State, Zip	
Email Address	

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 \_\_\_ / \_\_\_ / \_\_\_ (insert date served).

\_\_\_\_\_  
PRINT YOUR NAME

\_\_\_\_\_  
*J. McE...*  
SIGNATURE

\_\_\_\_\_  
DATE



housing and  
economic  
rights advocates

OAKLAND RENT ADJUSTMENT PROGRAM  
250 Frank H. Ogawa Plaza, Suite 5313  
Oakland, California 94612

Email: [hearingsgunit@oaklandca.gov](mailto:hearingsgunit@oaklandca.gov)

Sent via Email

September 7, 2023

**Re: Tenant Response to Appeal of RAP Decision T22-0015 – 315 Wayne Place, Unit 307**

To the Oakland Rent Board Commissioners,

Please accept the following in response to Landlord Meridian Management Group’s appeal of Hearing Officer Susan Ma’s order in Case No. T22-0015.

**LEGAL ARGUMENT**

1. The Decision Is Not Inconsistent with OMC Chapter 8.22, Rent Board Regulations, or Prior Decisions of the Board

Landlord-Appellant argues that the Rent Adjustment Program incorrectly decided that the Landlord failed to provide a RAP notice at the commencement of the tenancy, making the subject rent increase invalid. Landlord-Appellant alleges it had no obligation to serve a RAP Notice on Ms. Fleurentin because she was, in its estimation, a subtenant throughout her tenancy. Even if we accept as true that Ms. Fleurentin was a subtenant (which she was not) and the landlord had no obligation to serve a complaint RAP Notice before serving a rent increase on a subtenant, the landlord cannot prove that it or any predecessor *ever* served a compliant RAP notice *on any tenant* of the unit. The landlord’s inability to prove it met this important notice requirement, which ensures all Oakland tenants are informed of their rights, makes any rent increase at the unit impossible under the Oakland Municipal Code Section 8.22.060(A)(2). As Hearing Officer Ma outlined in her decision, “no evidence was presented during the hearing that the owner served any of the tenants who resided in the subject unit with the RAP Notice in any languages.” (Remand Hearing Decision Page 10). Failure to meet this proper notice requirement means any attempted rent increase is invalid, as the RAP correctly ruled.

Contrary to the Landlord-Appellant’s argument, Section 8.22.060(A)(2)’s requirement that Oakland tenants receive a compliant RAP notice does not outright stop the landlord from raising the rent on a lawful subtenant. To reiterate this important point: the Oakland law does not prohibit rent increases on subtenants which would be flatly preempted by Costa-Hawkins. The Oakland law only requires a landlord to provide proper notice of the existence of just cause and rent ceiling laws to vulnerable tenants. In fact, Costa-Hawkins expressly states, “Nothing in

this section shall be construed to affect any authority of a public entity that may otherwise exist to regulate or monitor the grounds for eviction.” Cal Civ Code § 1954.53(e).

The owners have already conceded that in this case, “there was no new tenancy; rather, per Costa-Hawkins, the existing tenancy continues with an adjusted rent. Indeed, the notice in question here was properly served upon all occupants, both the original lessees and the subsequent lessees.” See Letter from the Law Offices of Dave Wasserman, attached as Exhibit A.) What was not served was a compliant RAP notice.

Because Landlord-Appellant could not establish that it ever served a RAP compliant notice in all required languages to *any tenant* of Unit 307, this appeal should not be granted and the Hearing Officer’s decision should stand.

2. The Decision Does Not Raise a New Policy Issue or Violate Federal, State or Local Law

Landlord-Appellant concedes that a compliant RAP notice is required for new tenancies. As Hearing Officer Ma’s decision makes clear, Landlord-Appellant did not establish that a compliant RAP notice was ever served on any tenant in Unit 307. Therefore, the owner never provided the RAP notice, and the contested rent increase is not valid.

As previously stated, the decision is in keeping with state law as the RAP notice requirements relate only to notice and do not prohibit rent increases for lawful subtenants. Besides, Costa-Hawkins expressly acknowledges that local governments do still have authority related to certain regulations in their municipalities. See Cal Civ Code § 1954.53(e).

3. The Decision Is Supported by Substantial Evidence

In her authority, the Hearing Officer assessed the credibility of the tenant’s testimony that she only received the subject rent increase taped to her door, violating Civil Code Section 827, which requires a rent increase to be personally served or posted and mailed. The tenant never testified to receiving the rent increase by mail. Landlord-Appellant had the opportunity to cross-examine on this issue to inquire whether the tenant received the rent increase by mail and show any perceived flaws in the tenant's testimony. It did not do this. The Hearing Officer based her decision on improper service of the rent increase “entirely on evidence placed into the record.” Oakland Municipal Law § 8.22.110 (D)(3). Any extraneous evidence provided by Landlord-Appellant in its appeal to support the allegation that it properly served the rent increase should not be considered. Therefore, the decision that the rent increase was not properly served under Civil Code Section 827 should not be overturned.

4. Landlord-Appellant Was Not Denied a Sufficient Opportunity to Present Its Claim or Respond to the Tenant's Claim

The instant hearing proceeded over four full days, where witnesses testified for multiple hours. There was no limit on the time to examine and cross-examine each witness or on the number of witnesses each party could call. Landlord-Appellant had ample opportunity to cross-examine the tenant or call its own witnesses to rebut any of the tenant's testimony. It cannot now claim that it did not have an adequate opportunity to defend its rent increase. In the interests of time and justice, the Hearing Officer made the appropriate decision to deny the Landlord's request to call again a witness who was already examined and cross-examined at length over multiple days. Accordingly, Landlord-Appellant's appeal should not be granted on these grounds.

### CONCLUSION

In sum, none of the grounds raised by Landlord-Appellant support the overturning of the Hearing Officer's decision in this matter. The appeal should be denied and the decision should stand.

Sincerely,



Christa Conry  
Senior Attorney  
Housing and Economic Rights Advocates (HERA)

Cc: Laurie Fleurentin, Greg McConnell, JR McConnell, Jennifer Weingand

# EXHIBIT A

The exhibit is part of the original record but the highlighted portion was added by Tenant-Appellee for ease of reference



April 6, 2022

Oakland Rent Adjustment Program  
250 Frank H. Ogawa Plaza, Suite 5313  
Oakland, CA 94612  
[hearingsunit@oaklandca.gov](mailto:hearingsunit@oaklandca.gov)

Christa Conry  
Staff Attorney  
Housing and Economic Rights Advocates  
P.O. Box 29435  
Oakland, CA 94604  
[cconry@heraca.org](mailto:cconry@heraca.org)

**Re: Case Number T22-0015, 315 Wayne Place, Unit 307, Oakland**

Dear Commissioners:

On behalf of the 315 Wayne Place housing provider (“Wayne Place”), I would like to submit a brief response to HERA’s April 4<sup>th</sup> letter and appeal.

With regard to the contention that the Costa-Hawkins rent adjustment is invalid, Wayne Place respectfully disagrees. The notice, served when Wayne Place received written affirmation that the last original occupant was no longer permanently residing at the apartment, comports with Civil Code Section 827. The adjustment to market rate rent was given well more than 90 days in advance; indeed, the notice was issued in mid-April of 2020 with an effective date of January 1, 2021.

As you know, Section 8.22.060 speaks to a multilingual notice requirement at the inception or commencement of a tenancy. **In this instance, there was no new tenancy; rather, per Costa-Hawkins, the existing tenancy continues with an adjusted rent. Indeed, the notice in question here was properly served upon all occupants, both the original lessees and the subsequent lessees.**

For ease of reference, the pertinent portion of Section 8.22.060 is reprinted on the next page. Again, this is not a new tenancy. As Ms. Conry notes, her client moved into the apartment in March of 2013 and joined an already existing tenancy. The April 2020 noticed rent adjustment was simply just that: a rent increase for an existing and still existing tenancy.

## **8.22.060 - Notice of the existence of this chapter required at commencement of tenancy.**

**Notice at Commencement of Tenancy.** The owner of any covered unit is required to comply with the following notice requirements at the commencement of any tenancy:

1. On or before the date of commencement of a tenancy, the owner must give the tenant a written notice in a form prescribed by the Rent Adjustment Program which must include the following information:

- a. The existence and scope of this chapter; and
- b. The tenant's rights to petition against certain rent increases.

2. The owner must give the initial notice in four languages: English, Spanish, Mandarin, and Cantonese.

B. Evidence of Giving Notice. When filing an owner's response to a tenant petition or an owner's petition for a rent increase, the owner must submit evidence that the owner has given the notice required by this section to the affected tenants in the building under dispute in advance of the filing. When responding to a tenant petition, the owner may allege that the affected dwelling units are exempt in lieu of providing evidence of complying with the notice requirement. If an owner fails to submit the evidence and the subject dwelling unit is not exempt, then the owner's petition or response to a tenant's petition must be dismissed. This evidence can be a statement of compliance given under oath, however, the tenant may controvert this statement at the hearing. An owner's filing the notice in advance of petition or response prevents the owner's petition or response from being dismissed, but the owner may still be subject to the rent increase forfeiture if the notice was not given at the commencement of the tenancy or within the cure period set out in [Section 8.22.060\(C\)](#).

C. Failing to Give Notice. An owner who fails to give notice of the existence and scope of the Rent Adjustment Program at the commencement of a tenancy, but otherwise qualifies to petition or respond to a petition filed with the Rent Adjustment Program, will forfeit six months of the rent increase sought unless the owner cured the failure to give the notice. An owner may cure the failure to give the notice at the commencement of a tenancy required by this section and not be subject to a forfeiture of a rent increase if the owner gives the notice at least six months prior to serving the rent increase notice on the tenant or, in the case of an owner petition, at least six months prior to filing the petition.


Next, Ms. Fleurentin argues that the local rent increase moratorium render this increase as null and void. It does not. This rent adjustment was given pursuant to Costa-Hawkins. OMC Section 8.22.030(A)(7) exempts rental units that are subject to Costa-Hawkins rent adjustments. Specifically, the rent law states in pertinent part as follows:

A. The following dwelling units are not covered units for purposes of this chapter...

7. Dwelling units exempt pursuant to Costa-Hawkins (California Civil Code § 1954.52).

In sum, Wayne Place submits that Section 8.22.060 is inapplicable to this situation, as there is no new tenancy. The emergency ordinance is likewise inapplicable, as the apartment was exempt from coverage with regard to this rent adjustment. (Incidentally, the effective date of the rent adjustment, January 1, 2021, is well past the June 30, 2020 expiration date of the rent increase moratorium.) As such, this rent adjustment was neither void nor unenforceable. Ms. Fleurentin had plenty of time to contest it. She did not, and the 90-day rule applies absent evidence that Wayne Place, or its predecessor-in-interest, failed to provide the requisite RPA notice at the inception of the tenancy (e.g., circa March of 2013).

Sincerely,



Dave Wasserman  
[dave@wassermanoffices.com](mailto:dave@wassermanoffices.com)



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: Tenant Response to Landlord Appeal of RAP Decision in Case No. T22-0015  
(insert name of document served)  
 And Additional Documents

and (write number of attached pages) 7 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. By Email Per Stipulation of the Parties. I forwarded the enclosed document to the persons and email addresses listed below.

**PERSON(S) SERVED:**

Name	Greg/JR McConnell, The McConnell Group
Address	By email per stipulation of parties: <a href="mailto:gmc@themcconnellgroup.com">gmc@themcconnellgroup.com</a> ; <a href="mailto:jr@themcconnellgroup.com">jr@themcconnellgroup.com</a>
City, State, Zip	N/A

Name	Jennifer Weingard, Meridian Management/ University President Associates
Address	By email per stipulation of parties: jweingand@mmgprop.com
City, State, Zip	N/A

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	

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.

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 09/07/2023 (insert date served).

Christa Conry  
PRINT YOUR NAME

  
SIGNATURE

9/07/23  
DATE

## CHRONOLOGICAL CASE REPORT

Case No.: T23-0058

Case Name: Brooks v. Campbell

Property Address: 200 Frisbie Street, Unit 200, Oakland, CA 94611

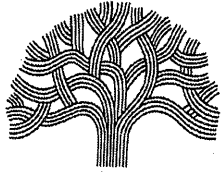
Parties: Severin Campbell (Owner)  
Cheri Brooks (Tenant)  
Centro Legal de la Raza (Tenant Representative)

### OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	May 1, 2023
Owner Response filed	May 4, 2023
Owner Emails & Documentation submitted	June 27, 2023
Tenant Evidence submitted	August 10, 2023
Administrative Decision mailed	August 24, 2023
Owner Appeal filed	August 29, 2023



T23-0058 SM/AS



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**

MAY -1 2023

RENT ADJUSTMENT PROGRAM  
 OAKLAND

## TENANT PETITION

**Please fill out this form as completely as you can.** Use this form to contest a rent increase, seek a rent decrease, and/or contest an owner exemption from the Rent Adjustment Program. 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

200 Frisbie Street #200 Oakland, CA 94611  
 Street Number Street Name Unit Number Zip Code

Move-in Date: July 1 2010 Initial Rent at Move-In: \$ 1045 Current Rent: \$ 1352.70

Is your rent subsidized or controlled by a government agency (such as HUD or Section 8), other than Oakland Rent Adjustment Program? (See page 5 "Jurisdiction" for more information)  Yes  No  Not sure

Are you current on rent?  Yes (\*Note: You must be current on your rent or lawfully withholding rent in order to file a petition. Checking "No" without providing an adequate explanation may result in your petition being dismissed.)  No\*

If not current on rent, explain why: \_\_\_\_\_

When (if ever) did the property owner first provide you with the City form, NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM ("RAP Notice")?  I first received the RAP Notice on: March 2015  I was never provided with the RAP Notice  I do not remember if I ever received the RAP Notice

Case number(s) of any relevant prior Rent Adjustment case(s): L17-0191, L19-0036

### Tenant Information (List each tenant petitioner in unit. If you need more space, attach additional sheet.)

Cheri Brooks  
 First Name Last Name

Mailing Address (if different from above): \_\_\_\_\_

Primary Telephone: 510-292-0644 Other Telephone: \_\_\_\_\_ Email: qkcam45@att.net

---

First Name Last Name

Mailing Address (if different from above): \_\_\_\_\_

Primary Telephone: \_\_\_\_\_ Other Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

### Tenant Representative (Check one): No Representative Attorney Non-Attorney

Gregory Ching Centro Legal de la Raza  
 First Name Last Name Firm/Organization (if any)

Mailing Address: 3400 E 12th, Oakland CA

Phone Number: 510-437-1554 Email: gching@centrolegal.org

Property Owner Information		
<i>Property Owner</i>		
Severin	Campbell	
First Name	Last Name	
Company/LLC/LP (if applicable): _____		
Mailing Address: 1315 Stannage Ave., Berkeley, CA 94702		
Phone Number: (510) 417-0022	Email: frisbieoakland@gmail.com	
<i>Property Manager (if applicable)</i>		
First Name	Last Name	Name of Management Company
Mailing Address: _____		
Phone Number: _____ Email: _____		

## GROUNDS FOR PETITION

**Select the grounds for this petition from the list below.** Check all that apply. You must check at least one box. To contest a rent increase, select item(s) from Category A. If you have experienced a decrease in housing services and/or have issues with the condition of your unit, or are being charged for utilities in violation of the law, select item(s) from Category B. For more information on each of the grounds, see Oakland Municipal Code (O.M.C.) Sections 8.22.070 and 8.22.090 (Rent Adjustment Ordinance) and the corresponding Regulations. A copy of the Ordinance and Regulations are available here: [www.oaklandca.gov/resources/read-the-oakland-rent-adjustment-program-ordinance](http://www.oaklandca.gov/resources/read-the-oakland-rent-adjustment-program-ordinance).

<b>A.</b>	<b>Unlawful Rent Increase(s)</b> <small>(Complete section A on page 3)</small>	<input checked="" type="checkbox"/> (A1) I received a rent increase above the allowable amount.
		<input checked="" type="checkbox"/> (A2) 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").
		<input type="checkbox"/> (A3) I received a rent increase and do not believe I should be required to pay it because a government agency has cited my unit for serious health, safety, fire, or building code violations. <b>(You must attach a copy of the citation to your petition.)</b>
<b>B.</b>	<b>Decreased Housing Services</b> <small>(Complete section B on page 3)</small>	<input type="checkbox"/> (B1) 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. <b>(Check this box for petitions based on bad conditions/failure to repair.)</b>
		<input type="checkbox"/> (B2) I am being unlawfully charged for utilities.
<b>C.</b>	<b>Other</b>	<input checked="" type="checkbox"/> (C1) My rent was not reduced after a prior rent increase period for capital improvements or after an additional tenant for whom the owner was allowed an increase, vacated from the premises.
		<input type="checkbox"/> (C2) I wish to contest an exemption from the Rent Adjustment Ordinance because the exemption was based on fraud or mistake.
		<input type="checkbox"/> (C3) 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).

<b>A. Unlawful Rent Increase(s)</b>					
<i>(Complete this section if any of the grounds for petition fall under category A, above)</i>					
<p><b>List all rent increases you wish to contest.</b> Begin with the most recent increase and work backwards. If you never received the RAP Notice, you can contest all past increases. See the "Important Information" page at the end of this petition packet for more information on time limits for contesting rent increases. If you need additional space, attach a separate sheet or an additional copy of this form.</p> <ul style="list-style-type: none"> <li>For petitions contesting a rent increase on the grounds that the unit has been cited by a government agency for serious health, safety, fire, or building code violations, <b>you must attach a copy of the citation</b> to your petition. Failure to attach a copy of the citation may result in your petition being dismissed.</li> </ul>					
Date received rent increase notice:	Date rent increase went into effect:	Amount of increase:		Received RAP Notice with notice of rent increase?	
(Month/Day/Year)	(Month/Day/Year)	FROM	TO	YES	NO
1/2/2023	2/1/2023	\$ 1337.05	\$ 1352.70	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9/1/2016	10/1/2016	\$ 1215	\$ 1337.05	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8/29/2015	10/1/2015	\$ 1105	\$ 1215.50	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>

<b>B. Decreased Housing Services</b>					
<i>(Complete this section if any of the grounds for petition fall under category B, above)</i>					
<p><b>List all the conditions that you believe entitle you to a rent decrease.</b> If your petition is based on problems related to your unit, or because the owner has taken away service(s) or is charging for services originally provided by the owner, you must complete this section. If you need more space, attach a separate sheet or an additional copy of this form.</p> <ul style="list-style-type: none"> <li><b>You are strongly encouraged to submit documentary evidence</b> (photographs, inspection reports, correspondence with your landlord, etc.) together with your petition. Evidence may be submitted up to seven calendar days prior to your hearing.</li> <li><b>You may wish to have a City inspector come inspect your unit</b> for possible code violations in advance of your hearing. Copies of any inspection report(s) may be submitted in support of your petition. To schedule an inspection, contact the City of Oakland Code Enforcement Unit at (510) 238-3381, or file a complaint online at <a href="https://www.oaklandca.gov/services/file-a-complaint-with-code-enforcement">https://www.oaklandca.gov/services/file-a-complaint-with-code-enforcement</a>. <i>Note: if additional items are cited in an inspection report that were not included in your original petition (below), you must file an additional petition listing those items in order for RAP staff to consider them as a part of your claim.</i></li> </ul>					
#	Description of problem or decreased housing service (list separately):	Date problem or decreased service started: (Month/Day/Year)	Date first notified owner or manager of problem: (Month/Day/Year)	Date problem or service was fixed, if ever: (Month/Day/Year)	What is the dollar value of your claimed loss?
1.					\$
2.					\$
3.					\$
4.					\$

**TENANT 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 Tenant Petition is true and that all of the documents attached to the Petition are true copies of the originals.

*Cheri Brooks*

04/25/2023

Tenant 1 Signature

Date

Tenant 2 Signature

Date

**CONSENT TO ELECTRONIC SERVICE**

(Highly Recommended)

Check the box below if you agree to have RAP staff and the OTHER PARTY/PARTIES 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 and from the OTHER PARTY/IES 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.**

Tenant Signature

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)

## NOTICE TO PROPERTY OWNER OF TENANT PETITION

### ATTENTION: IMMEDIATE ACTION REQUIRED

If you are receiving this NOTICE together with a completed TENANT PETITION form, it means that a tenant has filed a case against you with the Oakland Rent Adjustment Program ("RAP") (commonly referred to as the "Rent Board").

➤ **YOU MUST FILE A RESPONSE WITHIN 35 CALENDAR DAYS AFTER THE PETITION WAS MAILED TO YOU (30 DAYS IF DELIVERED IN-PERSON).**

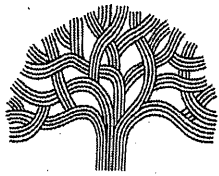
➤ TO RESPOND:

- 1) Complete a **PROPERTY OWNER RESPONSE** form found on the RAP website. (<https://www.oaklandca.gov/services/respond-to-a-tenant-petition-for-the-rent-adjustment-program>)
- 2) Serve a copy of your **PROPERTY OWNER RESPONSE** form on the tenant (or the tenant's representative listed on the petition) by mail or personal delivery.
- 3) Complete a **PROOF OF SERVICE** form (which is attached to the Response form and also available on the website) and provide a copy to the tenant (or tenant's representative) together with your **PROPERTY OWNER RESPONSE** form.
- 4) Submit your **PROPERTY OWNER RESPONSE** form and completed **PROOF OF SERVICE\*** form to RAP through RAP's online portal, via email, or by mail.

*\*Note: The Response will not be considered complete until a PROOF OF SERVICE is filed indicating that the tenant has been served with a copy.*

**DOCUMENT REVIEW:** The tenant is required to serve on you all documents the tenant filed in this case in addition to the petition. Additionally, all documents are available for review at RAP.

**FOR ASSISTANCE:** Contact a RAP Housing Counselor at (510) 238-3721 or by email at [RAP@oaklandca.gov](mailto:RAP@oaklandca.gov). Additional information is also available on the RAP website and on the PROPERTY OWNER RESPONSE form.



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 PROPERTY OWNER PRIOR TO FILING YOUR PETITION WITH RAP. You must include a copy of the RAP form "NOTICE TO PROPERTY OWNER OF TENANT PETITION" (the preceding page of this petition packet) and a completed PROOF OF SERVICE form together with 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: 4 / 28 / 2023 I served a copy of (check all that apply):

**TENANT PETITION** plus 0 attached pages (number of pages attached to Petition not counting the Petition form, NOTICE TO PROPERTY OWNER OF TENANT PETITION, or PROOF OF SERVICE)

**NOTICE TO PROPERTY OWNER OF TENANT 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:**

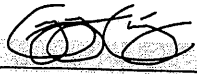
Name	Severin Campbell
Address	1315 Stannage Ave.
City, State, Zip	Berkeley, CA 94702

Name	Leah Orloff	Julie Gross
Address	2520 Buena Vista Ave.	5310 Gaskill St.
City, State, Zip	Alameda, CA 94501	Oakland, CA 94608

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

Gregory Ching

PRINTED NAME



SIGNATURE

April 28, 2023

DATE SIGNED



Property Owner Response to Tenant Petition of Cheri Brooks received 5/2/2023

Property address: 200 Frisbie St., Oakland, CA 94611

Property owners: Severin Campbell, Julie Moss, Leah Orloff

Date of Response: 5/3/2023

The history of rent increases at 200 Frisbie Street is as follows:

- We hand-delivered a notice of increase in rent to Ms. Brooks on August 29, 2015, increasing the rent from \$1105 to \$1215. This increase included a CPI increase of 1.7% and a pass through for capital costs of 8.3%. This was in accordance with the Rent Adjustment Program regulations at that time. A RAP notice was included with the rent increase notice.
- We notified Ms. Brooks on September 1, 2016 of the rent increase from \$1215 to \$1337, effective October 1, 2016. This increase included a CPI increase of 2% (applied only to the base rent and not the capital pass-through amount) and a pass through for capital costs of 8%. This was in accordance with the Rent Adjustment Program regulations at that time. A RAP notice was included with the rent increase notice.
- We notified Ms. Brooks on May 31, 2018 of the Rent Adjustment Program decision that her rent could be increased to \$1455. A RAP notice was included with the rent increase notice. At Ms. Brooks request, we agreed to keep the rent at \$1337.
- Ms. Brooks base rent as of October 1, 2015 was \$1,123 (an increase of 1.7% from prior rent of \$1,105). Based on annual CPI adjustments, Ms. Brooks base rent increased to \$1352 as of August 2022. We notified Ms. Brooks on January 2, 2023 that her rent would increase from \$1337 to \$1352.
- The total approved capital pass through amount for Ms. Brooks was \$15,919. This amount was approved by the Oakland Rent Adjustment Program. Actual capital pass through paid by Ms. Brooks between October 2015 and August 2022 was \$8,158.

**000290**



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 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) 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 Response. Your Response will not be considered complete until this form has been filed indicating that service has occurred.

On the following date: 05 04 / 2023 I served a copy of (check all that apply):

**PROPERTY OWNER RESPONSE TO TENANT PETITION** plus 1 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.

**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	Cheri Brooks
Address	200 Frisbie Street
City, State, Zip	Oakland, CA 94611

Name	Gregory Ching, Centro Legal de la Raza
Address	3400 East 12th Street
City, State, Zip	Oakland, CA 94601

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

Severin Campbell

PRINTED NAME

*Severin Campbell*

SIGNATURE

May 4, 2023

DATE SIGNED

# City of Oakland Rent Adjustment Program

## Owner Response

Case **T23-0058**  
Property Address **200 Frisbie Street**

### Parties

Party	Name	Address	Mailing Address
Representative	Gregory Ching Centro Legal de la Raza (510) 437-1554 gching@centrolegal.org	3400 East 12th Street  Oakland, CA 94601	
Tenant	Cheri Brooks  (510) 292-0644 qkcam45@att.net	200 Frisbie Street Unit 200 Oakland, CA 94611	
Owner	Severin Campbell (510) 417-0022 frisbieoakland@gmail.com	1315 Stannage Avenue Berkeley, CA 94702	

### Business Information

Date of which you aquired the building	<b>3-1-2015</b>
Total Number of Units	4
Is there more than one street address on the parcel?	Yes
Type of Unit	Apartment, Room or Live-work
Is the contested increase a capital improvements increase?	No
Business License	00173653
Have you paid your business license?	Yes
Have you paid the Rent Adjustment Program Service Fee (\$101 per unit)?	Yes

### Rent History

City of Oakland

**000293**

# City of Oakland Rent Adjustment Program

## Owner Response

The tenant moved into the rental unit on	7-1-2010
Initial monthly rent	1045
Have you (or a previous Owner) given the City of Oakland's form entitled Notice to Tenants of Residential Rent Adjustment Program ("RAP Notice") to all of the petitioning tenants?	Yes
On what date was the notice first given?	3-27-2015
Is the tenant current on the rent?	Yes

# City of Oakland Rent Adjustment Program

## Owner Response

Are you claiming an Exemption? **No**

---

### Owner Responses on Petition Grounds

---

#### Questions

#### Owner Response

---

Tenant did not receive proper notice, was not properly served, and/or was not provided with the required RAP form with rent increase(s)

We provided RAP notices in March 2015, September 2016, and May 2018

---

A government agency has cited the unit for serious health, safety, fire, or building code violations.

n/a

---

The owner is providing tenant(s) with fewer housing services and/or charging for services originally paid for by the owner.

n/a

---

Tenant(s) is/are being unlawfully charged for utilities.

n/a

---

Rent was not reduced after a prior rent increase period for capital improvements.

No rent reduction was indicated. RAP approved an increase of \$118.37, effective July 2018, increasing rent from \$1337 to \$1455. At tenant's request, we kept the rent flat at \$1337. Please see attached for details.

---

Tenant is contesting exemption based on fraud or mistake.

n/a

---

# City of Oakland Rent Adjustment Program

## Owner Response

Tenant's initial rent amount was unlawful because owner was not permitted to set initial rent without limitation (O.M.C. § 8.22.080C).

n/a

---

*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 the documents attached to the response are true copies of the originals.*

**Severin Campbell**

**6/27/2023**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

-----END OF RESPONSE-----





Frisbie Oakland &lt;frisbieoakland@gmail.com&gt;

---

**Notice of Rent Increase**

1 message

**Frisbie Oakland** <frisbieoakland@gmail.com>

Thu, May 31, 2018 at 3:44 PM

To: c b &lt;qkcam45@att.net&gt;

Bcc: juliec Moss &lt;juliec Moss@gmail.com&gt;, Leah Orloff &lt;leahorloff@gmail.com&gt;

Dear Cheri


The Rent Adjustment Program approved our petition to increase the rent. We have attached a letter to increase your monthly rent to \$1,445.60 effective July 1, 2018.

Please see the attached (1) notice of rent increase, (2) notice of Rent Adjustment Program decision, and (3) Rent Adjustment Program provisions.

We also sent these documents by certified mail on May 25, 2018.

Severin, Leah and Julie

---

**3 attachments** **Notice of Rent Increase.C Brooks.pdf**  
218K **RAP Notice.pdf**  
170K **Rent Board Decision 4-26-18.pdf**  
16788K**000297**



Frisbie Oakland &lt;frisbieoakland@gmail.com&gt;

---

**Rent Increase as of October 1, 2016**

1 message

**Frisbie Oakland** <frisbieoakland@gmail.com>

Thu, Sep 1, 2016 at 10:33 AM

To: cb brooks &lt;qkcam45@att.net&gt;

Bcc: Leah Orloff &lt;leahorloff@gmail.com&gt;, "Julie C. Moss" &lt;juliec Moss@gmail.com&gt;

Dear Cheri

We are increasing the rent for your apartment on October 1, 2016. Attached is the letter with the 30 day notice of the increase, and the statement of your rights from the Oakland Rent Adjustment Program. I also delivered a hard copy of this notice to your apartment.

If this increase causes financial hardship because of you disability status, we are willing to work with you to adjust the rent. Please let us know if you have any questions.

Thank you.

Severin, Leah and Julie

---

**2 attachments****Notice of Rent Increase October 2016.Unit 200.docx**

18K

**Oakland Rent Adjustment Program.pdf**

291K

**000298**



Guest

[Home](#) [Report a Problem](#)

Find Account → Registration → Calculation → Payment → **Receipt**

Account # 00173653  
LEAH ORLOFF SEVERIN CAMPBELL

**Business License Online Renewal** Secure

[PRINT THIS PAGE FOR YOUR RECORD](#)

The business tax license renewal has been submitted. Business tax certificates will be emailed 2 to 5 days after successfully renewing account. For questions, please contact the Business Tax office at (510) 238-3704 or btwebsupport@oaklandca.gov. Thank you, City of Oakland - Business Tax

Submission Date 1/16/2023  
Confirmation # 393954

**Account Information**

Account # 00173653  
Expire Date 12/31/2023  
Name LEAH ORLOFF SEVERIN CAMPBELL  
Address 202 FRISBIE ST  
City OAKLAND  
Phone (510) 417-0022

**Summary**

	Input	Amount
<b>Tax Calculation</b>		
Current Year Business Tax – Residential/Non-Residential Rental	89,640.48	\$1,250.48
BT SB1186 (AB1379)	1	\$4.00
BT Recordation and Tech	1	\$4.50
Total # of Employees, Excluding Owners - report only employees that work within Oakland		\$0.00
<b>Rent Adjustment Program (RAP) Calculation - only use whole numbers below</b>		
a. Total # of units per Alameda County Records:	4	\$404.00
<b>Total Due</b>		<b>\$1,662.98</b>

**Payment Information**

Payment Amount \$1,662.98

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**For Assistance**  
Email: btwebsupport@oaklandca.gov  
Phone: (510) 238-3704

**City of Oakland**  
250 Frank H Ogawa Plaza, Suite 132

**000299**

Oakland, CA 94612

**Hours:**

8:00 AM-4:00 PM

Monday, Tuesday, Thursday ,Friday

9:30 AM-4:00 PM Wednesdays.

	<b>Apt 200</b>
Base April 2015	1,105.00
CPI Oct 2015	18.79
New Base Oct 2015	1,123.79
Capital Pass Through	91.72
Total Rent Oct 2015	1,215.50
Base Oct 2015	1,123.79
CPI Oct 2016	22.48
New Base Oct 2016	1,146.26
Capital Pass Through	190.79
Total Rent Oct 2016	1,337.05
Total Rent July 2018	1,337.05
Five-year increase	19%
<u>Revised July 2019</u>	
Base	1,254.93
RAP Capital Pass Through	82.12
	1,337.05
<u>Revised July 2020</u>	
Base	1,288.81
RAP Capital Pass Through	48.24
	1,337.05
<u>Revised July 2021</u>	
Base	1,313.30
RAB CPT	23.75
	1,337.05

	<u>Base</u>	<u>Rent</u>	<u>Cap</u>
1.7% increase Oct 2015 - Sep 2016	1,123.79	1,215.50	91.71
2% increase Oct 2016 - Jun 2017	1,146.26	1,337.05	190.79
2.3% Increase 2017 (Jul 17 - Jun 18)	1,172.62	1,337.05	164.43
3.4% increase 2018 (Jul 18 - Jun 19)	1,212.49	1,337.05	124.56
3.5% increase 2019 (Jul 19 - Jun 20)	1,254.93	1,337.05	82.12
2.7% increase 2020 (Jul 20 - Jun 21)	1,288.81	1,337.05	48.24
1.9% increase 2021 (Jul 21 - Jul 22)	1,313.30	1,337.05	23.75
3.0% increase 2022 (Aug 22 - Jun 23)	1,352.70	1,337.05	(15.65)

<b>Capital Pass Through</b>	<b>Apt 200</b>
Capital Pass Through Amount	7,396.63
Oct 2015 - Sep 2016	(1,100.58)
Oct 2016 - Jun 2017	(1,717.10)
Jul 2017-June 2018	(1,973.10)
Subtotal	2,605.84
RAP Approval	8,522.64
Jul 18 - Jun 19	(1,494.67)
Jul 19 - Jun 20	(985.43)
Jul 20 - Jun 21	(578.83)
Jul 21 - Jul 22	(308.73)
Aug 22 - Jan 23	7,760.83
Subtotal	7,760.83
Total approved capital pass through	15,919.27
Total paid	(8,158.44)
Balance waived	7,760.83

**City of Oakland Rent Adjustment Program**  
**Cheri Brooks**  
**Tenant Evidence Submission**

**Case Number: T23-0058**

<b><u>Exhibit</u></b>	<b><u>Document Description</u></b>	<b><u>Page Numbers</u></b>
T1	2015 Rent increase	3-4
T2	2016 Rent increase	6
T3	2023 Rent increase	8
T4	Decision in L17-0191	10-14
T5	Rent Payment Records	16-22

**Exhibit T1**



# 30 Day Notice of Change of Monthly Rent

To Cheri Brooks (Resident) for the  
 \_\_\_\_\_  
 (And all other occupants in possession)

Premises located at:  
200-204 Frisbie Ave Unit 200, (if  
 applicable) \_\_\_\_\_, California  
 \_\_\_\_\_ (City) (Zip) 94611

NOTICE IS HEREBY GIVEN, in accordance with Civil Code Section 827, that thirty (30) days after service upon you of this  
 Notice, or 10/01/2015, whichever is later, your monthly rent is payable in advance on or before the  
 \_\_\_\_\_ (Date)  
1st day of each month, will be the sum of \$ 1215, instead of \$ 1105, the current monthly rent.

### Capital Improvements

Date	Improvement Contractor	Amount	Total
5/22/2015	replace sewer lateral from property line to sewer - first payment	2,375.00	2375.00
6/16/2015	replace sewer lateral from property line to sewer - final payment	4255.00	6900.00
7/3/2015	replace roof	9794.00	16,694.00

*Handwritten:* 16,694.00

Except as herein provided, all other terms of your tenancy shall remain in full force and effect.  
 A negative credit report reflecting on your credit history may be submitted to a credit reporting agency if you breach the terms of your obligations

8/29/2015  
 Date

*Handwritten signature:* [Signature]  
 Owner/Agent



Form provided by the East Bay Rental Housing Association®  
 www.ebrha.com  
 Form 30 Day Notice of Change of Monthly Rent® (02/12)



# 30 Day Notice of Change of Monthly Rent Instructions

## Use of this Form:

You seek to notify the tenant with a change of monthly rent.

## The Law

Owners who increase rent by more than 10% in any 12-month period must give Resident(s) a 60-day notice.

## Filling Out the Form

- Insert ALL Residents' and any unknown occupants, if any, names.
- Insert the Complete property Address.
- Check the Correct Notice Period: 30 or 60 Day.
- Insert the Date the rent increase will take effect.
- Sign and date the Notice.
- Make copies. Enough copies for each resident.
- Keep the Original for your file. You may need the original for Court.
- Serve the Notice as required! See below.

## Service of the Notice

Serve each tenant with a copy of this notice. Do not give the tenant a copy of the proof of service or the instructions. Use a separate proof of service for each tenant, indicate the method of service, sign and date it, and retain for your records. If you serve this Notice by mail only, you must add an additional 5 days for mailing to the Notice.

## Notes:

All notices of rent increase served in Oakland must have the Oakland Notice of Residential Adjustment Program (RAP Form) attached to them. We recommend you make a copy of the RAP form on to the back of the notice given to the tenant.

**Caution:** This form has been prepared by the East Bay Rental Housing Association. As with all legal notices consult with an attorney to determine whether this form is appropriate for your specific needs. Moreover consult an attorney if you require assistance in completing the form or changes to the form are necessary in your particular situation.



Form provided by the East Bay Rental Housing Association®  
[www.ebrha.com](http://www.ebrha.com)

Form 30 Day Notice of Change of Monthly Rent© (02/12)



**Exhibit T2**

September 1, 2016

2nd

To: Cheri Brooks

From: Severin Campbell  
Leah Orloff  
Julie Moss



Re: 30 day notice of rent increase for 200 Frisbie Street

In accordance with Oakland Civil Code Section 827, we are giving 30 day notice of an increase in rent on October 1, 2016. Attached is the City of Oakland notice to tenants of allowable rent increases.

Your rent will increase on October 1, 2016 from \$1,215.50 to \$1,337.05. The total rent increase consists of 2% CPI adjustment and 8% pass-through to pay for capital improvements. The capital improvements are as follows:

<b>Work Performed</b>	<b>Date Completed</b>	<b>Amount</b>
Alley Electric – New Circuits and Junctions	February 2016	\$7,900
Bouchard Seismic – Earthquake Retrofitting of Foundation	March 2016	\$20,036
		\$27,936

**Exhibit T3**

## Rent Increase

---

From: Frisbie Oakland (frisbieoakland@gmail.com)

To: qkcam45@att.net

Date: Monday, January 2, 2023 at 09:32 AM PST

---

Cheri

Your total monthly rent of \$1337.05 has two parts: base rent and the pass-through of costs for capital improvements (capital pass-through) authorized under the Oakland Rent Adjustment Program.

The total rent of \$1337.05 has been unchanged since October 2016. In accordance with the Rent Adjustment Program, we have increased the base rent each year by the allowed Consumer Price Index (CPI) and decreased the capital pass-through amount to retain the total rent of \$1337.05.

As of August 1, 2022, your base rent authorized by the Oakland Rent Adjustment Program increased to \$1352.70. Although the authorized amount for the capital pass-through has not been paid, we will waive all future payments for the capital pass-through.

Your rent will increase to \$1,352.70 beginning February 1, 2023.

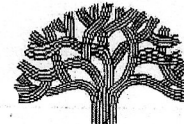
Your rent will be considered for a future increase on July 1, 2023 in accordance with the CPI increase allowed by the Oakland Rent Adjustment Program.

Please let us know if you have questions.

Leah, Severin & Julie

**Exhibit T4**





**CITY OF OAKLAND**

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

Housing and Community Development Department  
Rent Adjustment Program

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

**DECISION SUMMARY**

**CASE NUMBER:** L17-0191, Campbell v. Tenants

**PROPERTY ADDRESS:** 200-204 Frisbie St., Oakland, CA  
Units 200, 202A, 202B, 204

**DATE OF HEARING:** January 28, 2018

**DATE OF DECISION:** April 26, 2018

*granted 8-2017*  
*8-2017*  
*Decision 4-26-18*

1. Petition L17-0191 is granted.
2. A rent increase based on capital improvements is approved per each unit and for amortization period as follows:
  - Unit 200: \$118.37 per month for 72 months
  - Unit 202A: \$142.04 per month for 60 months
  - Unit 202B: \$142.04 per month for 60 months
  - Unit 204: \$118.37 per month for 72 months
3. The rent increase will be effective thirty (30) days after the owner serves the rent increase notice, together with a *RAP Notice*, and this *Decision Summary*. If the rent increase is served by mail, it will be effective thirty-five (35) days after the service.
4. The rent increase will expire sixty (60) months after it goes into effect for units 202A and 202B and seventy-two (72) months after it goes into effect for units 200 and 204.

Dated: April 26, 2018

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



## CITY OF OAKLAND

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

Housing and Community Development Department  
Rent Adjustment Program

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

### HEARING DECISION

**CASE NUMBER:** L17-0191, Campbell v. Tenants  
**PROPERTY ADDRESS:** 200-204 Frisbie St., Oakland, CA  
Units 200, 202A, 202B, 204  
**DATE OF HEARING:** January 28, 2018  
**DATE OF DECISION:** April 26, 2018  
**APPEARANCES:** Severin Campbell, Owner  
Leah Orloff, Owner  
Jay Kruse, Tenant (Unit #202B)  
Annette Musick, Tenant (Unit #204)  
Cheri Brooks, Tenant (Unit #200)

### SUMMARY OF DECISION

The owner petition is granted.

### CONTENTIONS OF THE PARTIES

On August 14, 2017, the owner filed a Petition for Approval of Rent Increase based on capital improvements.

On October 30, 2017, the tenants in all four units filed timely responses to the owner's petition, alleging that the project was either deferred maintenance, unnecessary upgrades or "goldplating."

### THE ISSUE

- (1) Is the project considered a capital improvement project?
- (2) If so, have the capital improvements been calculated correctly?

## EVIDENCE

### Background

The subject property is a residential building that contains a total of four (4) residential units. The capital improvement project included structural and foundation work, stucco and exterior paint, and installation of new gutters. The project began in September of 2016, and was completed and paid for in December of 2016.

### Scope and Cost of the Project

The owner testified that the foundation and structural upgrade which included termite and dry rot repair by the contractor Omega Termite Control Inc. and totaled \$30,125.00. The structural upgrade project and repairs done within the project were done to comply with the Oakland building code. The work was finalized by the City of Oakland on September 29, 2016. The owner submitted copies of the Work Authorization Contract from the contractor for the subject property and copies of three checks payable to Omega Construction from the owner as follows:

Check No. 1108, dated October 5, 2016, for \$590.00;  
Check No. 1110, dated October 12, 2016, for \$14,768.00; and  
Check No. 1111, dated October 27, 2016, for \$14,767.00.<sup>1</sup>

The owner submitted a copy of a proposal for exterior stucco and paint from CertaPro Painters, dated September 13, 2016, for \$15,500.00, which included washing, caulking, scraping, masonry work and exterior painting of the subject property. A copy of the check No. 1113, dated December 6, 2016, for \$15,900.00, payable to Certa Pro, was attached to the CertaPro proposal.<sup>2</sup>

The project also included an installation of gutters and downspouts which was done by a contractor CR Gutters. The owner submitted a copy of an estimate from CR Gutters, dated September 23, 2016, and also copies of two checks as follows:

Check No. 1112, dated November 10, 2016, for \$225.00; and  
Check No. 1116, dated December 22, 2016, for \$2,450.00.<sup>3</sup>

The owner submitted copies of checks in the total amount of \$48,700.

There was no evidence of deferred maintenance or that the project was performed to correct a Priority 1 or 2 condition per City Building Services Inspector. There was no evidence of a code violation.

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<sup>1</sup> Exhibit A

<sup>2</sup> Exhibit B

<sup>3</sup> Exhibit C

## FINDINGS OF FACT AND CONCLUSIONS OF LAW

### Capital Improvements

A rent increase in excess of the C.P.I. Rent Adjustment may be justified by capital improvement costs.<sup>4</sup> 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 the new building codes. Normal routine maintenance and repair is not a capital improvement cost, but a housing service cost.<sup>5</sup>

The improvements must primarily benefit the tenant rather than the owner. Capital improvement costs are to be amortized over a period of five years, divided equally among the units which benefited from the improvement. The reimbursement of capital expense must be discontinued at the end of the 60-month amortization period.<sup>6</sup>

Effective August 1, 2014, the amendments to the Rent Adjustment Program Regulations decrease the capital improvements passing through to seventy percent (70%) of the total of Capital Improvement costs.<sup>7</sup>

*Routine maintenance* → The project qualifies as a capital improvement because it primarily benefits the tenants, complies with the new building codes, while making the building structurally stronger and safer for the tenants. New paint, stucco and downspouts also benefit the tenants as it prevents leaks, moisture intrusion and diverts water from the building and its foundation. The project was completed and paid for in December 2016. The owner submitted proof of payments in form of checks paid to the contractors in the total amount of \$48,700.00. Therefore, the owner is entitled to a capital improvement pass-through of 70% of the cost of this project.

### Calculator Worksheet

For improvements completed before February 1, 2017, the attached City of Oakland Capital Improvements Calculator Worksheet shows the maximum allowable monthly increase per unit and the length of the amortization period so that the increase does not exceed 10% of the current monthly rent for each unit.

### ORDER

1. Owner Petition for Approval of Rent Increase L17-0191 is granted.
2. The maximum approved amount per month for an increase based on the capital improvement project for each unit is as follows:

<sup>4</sup> O.M.C. Section 8.22.070(C)

<sup>5</sup> Regulations, Appendix, Section 10.2.2(5)

<sup>6</sup> Regulations Appendix, Section 10.2

<sup>7</sup> City Council Resolution No. 84936



200 Frisbie \$118.37 for 72-month amortization period;  
202A Frisbie \$142.04 for 60-month amortization period;  
202B Frisbie \$142.04 for 60-month amortization period; and  
204 Frisbie \$118.37 for 72-month amortization period.

3. The increase will be effective thirty (30) days after the owner serves the rent increase notice, together with the notice of the Rent Adjustment Program (the RAP Notice), and the attached Decision Summary. If the rent increase is served by mail, it will be effective thirty-five (35) days after the service.

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

Dated: April 26, 2018



---

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

**Exhibit T5**



## Renter Dashboard

### Make One-Time Payment

[Make Payment](#)

### Active Recurring Payments

ID	Bank	Day of Month	Interval	Amount	End Date
123778	Chase	1st (Next: 09/01/2023)	Monthly	\$1352.70	01/01/2024

[+View all](#)

[ADD](#)

### Open Requests

RQID #	Type	Property Name	Due Date	Amount	Last Update	Description
--------	------	---------------	----------	--------	-------------	-------------

### Recent Transactions

ID	Scheduled	From	Type	Month/Year	Property	To	Status	Amount	Deposit Date
661909027	08/01/2023	Cheri Brooks	Rent Payment	08/2023	Frisbie Ave 200	Frisbie Oakland Tenants in Common	PROCESSED	\$1352.70	
661620331	07/01/2023	Cheri Brooks	Rent Payment	07/2023	Frisbie Ave 200	Frisbie Oakland Tenants in Common	PROCESSED	\$1352.70	
661323546	06/01/2023	Cheri Brooks	Rent Payment	06/2023	Frisbie Ave 200	Frisbie Oakland Tenants in Common	PROCESSED	\$1352.70	
661021054	05/01/2023	Cheri Brooks	Rent Payment	05/2023	Frisbie Ave 200	Frisbie Oakland Tenants in Common	PROCESSED	\$1352.70	
660751160	04/01/2023	Cheri Brooks	Rent Payment	04/2023	Frisbie Ave 200	Frisbie Oakland Tenants in Common	PROCESSED	\$1352.70	
660457898	03/01/2023	Cheri Brooks	Rent Payment	03/2023	Frisbie Ave 200	Frisbie Oakland Tenants in Common	PROCESSED	\$1352.70	
660186894	02/01/2023	Cheri Brooks	Rent Payment	02/2023	Frisbie Ave 200	Frisbie Oakland Tenants in Common	PROCESSED	\$1352.70	





Transaction Search

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Dashboard Properties **Payments** Requests Profile Contact

**Search** One-Time Payment Recurring Payment

### Transaction Search

Date

Search on:  Submit Date  
 Scheduled Date  
 Deposit Date

Date range:  All Dates  
 Past 30 Days  
 Past 60 Days  
 Past 90 Days  
 Specify Range

For Month/Year: All Months | All Years

Date range start: 03/01/2015  
Date range end: 03/28/2023

[Show Additional Search Fields](#)

Note: To sort the records by a displayed field, click on the column label.

[Search](#) [Reset](#) [Export to Excel](#)

Transaction ID	Scheduled Date	From	Payment Type	Month/Year	Property	To	Status	Payment Amount	Deposit Date
----------------	----------------	------	--------------	------------	----------	----	--------	----------------	--------------

<a href="#">660457898</a>	03/01/2023	Brooks, Cheri	Rent Payment	03/2023	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1352.70	3/7/2023 4:03:28 AM
<a href="#">660186894</a>	02/01/2023	Brooks, Cheri	Rent Payment	02/2023	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1352.70	2/7/2023 4:02:38 AM
<a href="#">659900485</a>	01/01/2023	Brooks, Cheri	Rent Payment	01/2023	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	1/9/2023 4:03:12 AM
<a href="#">659632102</a>	12/01/2022	Brooks, Cheri	Rent Payment	12/2022	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	12/7/2022 4:02:32 AM
<a href="#">659361977</a>	11/01/2022	Brooks, Cheri	Rent Payment	11/2022	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	11/7/2022 4:01:01 AM
<a href="#">659070878</a>	10/01/2022	Brooks, Cheri	Rent Payment	10/2022	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	10/7/2022 3:03:06 AM
<a href="#">658785020</a>	09/01/2022	Brooks, Cheri	Rent Payment	09/2022	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	9/8/2022 3:00:34 AM
<a href="#">653611359</a>	08/01/2022	Brooks, Cheri	Rent Payment	08/2022	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	8/5/2022 3:08:03 AM
<a href="#">648114337</a>	07/01/2022	Brooks, Cheri	Rent Payment	07/2022	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	7/8/2022 3:04:16 AM
<a href="#">642215225</a>	06/01/2022	Brooks, Cheri	Rent Payment	06/2022	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	6/7/2022 3:04:28 AM

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Transaction ID	Scheduled Date	From	Payment Type	Month/Year	Property	To	Status	Payment Amount	Deposit Date
<a href="#">636389646</a>	05/01/2022	Brooks, Cheri	Rent Payment	05/2022	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	5/6/2022 10:05:54 AM
<a href="#">630780482</a>	04/01/2022	Brooks, Cheri	Rent Payment	04/2022	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	4/7/2022 10:06:28 AM
<a href="#">624450193</a>	03/01/2022	Brooks, Cheri	Rent Payment	03/2022	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	3/7/2022 11:00:51 AM
<a href="#">619020976</a>	02/01/2022	Brooks, Cheri	Rent Payment	02/2022	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	2/7/2022 11:02:41 AM
<a href="#">613501180</a>	01/01/2022	Brooks, Cheri	Rent Payment	01/2022	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	1/7/2022 11:04:02 AM
<a href="#">607422547</a>	12/01/2021	Brooks, Cheri	Rent Payment	12/2021	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	12/7/2021 11:05:34 AM
<a href="#">601328613</a>	11/01/2021	Brooks, Cheri	Rent Payment	11/2021	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	11/5/2021 10:06:08 AM
<a href="#">595651093</a>	10/01/2021	Brooks, Cheri	Rent Payment	10/2021	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	10/7/2021 10:07:28 AM
<a href="#">589901992</a>	09/01/2021	Brooks, Cheri	Rent Payment	09/2021	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	9/8/2021 10:03:30 AM
<a href="#">583960361</a>	08/01/2021	Brooks, Cheri	Rent Payment	08/2021	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	8/6/2021 10:04:13 AM

6:31 PM 3/28/2023

Transaction Search

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<a href="#">578523324</a>	07/01/2021	Brooks, Cheri	Rent Payment	07/2021	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	7/8/2021 10:02:08 AM
<a href="#">572750164</a>	06/01/2021	Brooks, Cheri	Rent Payment	06/2021	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	6/7/2021 10:03:59 AM
<a href="#">567586687</a>	05/01/2021	Brooks, Cheri	Rent Payment	05/2021	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	5/7/2021 10:03:58 AM
<a href="#">561684774</a>	04/01/2021	Brooks, Cheri	Rent Payment	04/2021	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	4/7/2021 10:04:44 AM
<a href="#">554907395</a>	03/01/2021	Brooks, Cheri	Rent Payment	03/2021	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	3/5/2021 11:07:13 AM
<a href="#">549569114</a>	02/01/2021	Brooks, Cheri	Rent Payment	02/2021	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	2/5/2021 11:07:41 AM
<a href="#">541657606</a>	01/01/2021	Brooks, Cheri	Rent Payment	01/2021	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	1/8/2021 11:05:02 AM
<a href="#">535670104</a>	12/01/2020	Brooks, Cheri	Rent Payment	12/2020	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	12/7/2020 11:05:58 AM
<a href="#">530378271</a>	11/01/2020	Brooks, Cheri	Rent Payment	11/2020	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	11/6/2020 11:10:17 AM
<a href="#">525008242</a>	10/01/2020	Brooks, Cheri	Rent Payment	10/2020	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	10/7/2020 10:10:21 AM

6:32 PM 3/28/2023

Transaction Search

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<a href="#">519628776</a>	09/01/2020	Brooks, Cheri	Rent Payment	09/2020	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	9/8/2020 10:05:35 AM
<a href="#">514486333</a>	08/01/2020	Brooks, Cheri	Rent Payment	08/2020	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	8/7/2020 10:12:14 AM
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<a href="#">503531501</a>	06/01/2020	Brooks, Cheri	Rent Payment	06/2020	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	6/5/2020 10:13:23 AM
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<a href="#">493194811</a>	04/01/2020	Brooks, Cheri	Rent Payment	04/2020	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	4/7/2020 10:06:34 AM
<a href="#">487897407</a>	03/01/2020	Brooks, Cheri	Rent Payment	03/2020	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	3/6/2020 11:04:43 AM
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Transaction Search

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<a href="#">424001275</a>	02/01/2019	Brooks, Cheri	Rent Payment	02/2019	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	2/7/2019 11:03:46 AM

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<a href="#">189180059</a>	06/04/2018	Brooks, Cheri	Rent Payment	06/2018	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	6/8/2018 10:13:09 AM
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Transaction Search

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Transaction ID	Scheduled Date	From	Payment Type	Month/Year	Property	To	Status	Payment Amount	Deposit Date
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Transaction Search

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<a href="#">8790534</a>	04/01/2016	Brooks, Cheri	Rent Payment	04/2016	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1215.00	4/6/2016 3:00:26 PM
<a href="#">8677859</a>	03/01/2016	Brooks, Cheri	Rent Payment	03/2016	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1215.00	3/4/2016 2:42:19 PM
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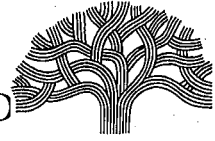
[Show Additional Search Fields](#)

Note: To sort the records by a displayed field, click on the column label.

Search Reset Export to Excel

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<a href="#">8101418</a>	09/01/2015	Brooks, Cheri	Rent Payment	09/2015	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1105.00	9/4/2015 1:25:43 PM
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<a href="#">7711170</a>	05/01/2015	Brooks, Cheri	Rent Payment	05/2015	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1105.00	5/6/2015 2:19:13 PM
<a href="#">7620028</a>	04/01/2015	Brooks, Cheri	Rent Payment	04/2015	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1105.00	4/6/2015 1:13:19 PM

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Housing and Community Development Dept.  
Rent Adjustment Program

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## **ADMINISTRATIVE DECISION**

**CASE NUMBER:** T23-0058

**CASE NAME:** Brooks v. Campbell

**PROPERTY ADDRESS:** 200 Frisbie Street, Unit 200, Oakland, California

**DATE OF DECISION:** August 22, 2023

**PARTIES:** Cheri Brooks, Tenant  
Gregory Ching, Tenant Representative  
Severin Campbell, Owner

### **SUMMARY OF DECISION**

The tenant's petition is granted in part.

### **INTRODUCTION**

There are sufficient uncontested facts presented and there are no material facts in dispute to issue a decision. Therefore, an Administrative Decision, without a hearing, is being issued.

### **BACKGROUND**

Tenant Cheri Brooks filed a *Tenant Petition (Petition)* on May 1, 2023, contesting rent increases on the following grounds:

- (1) that the rent increase exceeds the allowable amount;
- (2) that the tenant was not given proper notice, was not properly served, and/or was not provided with the required *Notice to Tenants of the Residential Rent Adjustment Program (RAP Notice)*; and,
- (3) that the tenant's rent was not reduced after a prior rent increase period for capital improvements or after an additional tenant for whom the owner was allowed an increase, vacated from the premises.



The *Petition* contested the following rent increases:

- (1) a rent increase<sup>1</sup> from \$1337.05 to \$1,352.70, received on January 2, 2023, which was to become effective February 1, 2023;
- (2) a rent increase<sup>2</sup> from \$1,215.00 to \$1,337.05, received on September 1, 2016, which was to become effective October 1, 2016; and,
- (3) a rent increase<sup>3</sup> from \$1105.00 to \$1,215.50, received on August 29, 2015, which was to become effective October 1, 2015.

The tenant's Evidence Submission included the following exhibits:

- (1) 2015 Rent increase notice;
- (2) 2016 Rent increase notice;
- (3) 2023 Rent increase notice;
- (4) Decision in L17-0191, *Campbell v. Tenants*; and,
- (5) Rent Payment Records.

The Rent Payment Records were histories of the tenant's rent payments, from April 1, 2015 through August 1, 2023, on the website, eRentPayment.com.<sup>4</sup> The tenant indicated on the *Petition* that she was current on her rent and that she first received the *RAP Notice* in March 2015.

Owner Severin Campbell filed an *Owner Response (Response)* to the *Petition* on June 27, 2023. The *Response* included the following:

- (1) a written response to the *Petition*;
- (2) a City of Oakland Business Tax Certificate with an expiration date of December 31, 2023;
- (3) a 2023 proof of payment for business tax and annual RAP fees for four (4) units,
- (4) an e-mail dated May 31, 2018, written to "Cheri" and signed off by "Severin, Leah, and Julie;"
- (5) an e-mail dated September 1, 2016, written to "Cheri" and signed off by "Severin, Leah, and Julie;" and,
- (6) an excel spreadsheet indicating a rent increase log for past "CPI" and "Capital Pass Through" for "Apt 200."

The owner's Evidence Submission does not contradict the rent amounts listed in the tenant's Rent Payment Records. The owner indicated on the *Response* that the tenant was current on her rent and that he first gave her the *RAP Notice* on March 27, 2015.

Both parties signed their respective *Petition* and *Response* under penalty of perjury.

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<sup>1</sup> The tenant indicated that a *RAP Notice* was *not* included with the rent increase notice.

<sup>2</sup> The tenant indicated that a *RAP Notice* was included with the rent increase notice.

<sup>3</sup> The tenant indicated that a *RAP Notice* was included with the rent increase notice.

<sup>4</sup> An on-line rent payments collections site.

## RATIONALE FOR ADMINISTRATIVE DECISION

### Reason for Administrative Decision

An Administrative Decision<sup>5</sup> is a decision issued without a hearing. The purpose of a hearing is to allow the parties to present testimony and other evidence to allow resolution of disputes of material fact. However, in this case, sufficient uncontested facts have been presented to issue a decision without a hearing, and there are no material facts in dispute. Therefore, an administrative decision, without a hearing, is being issued.

### 2023 Rent Increase

The City of Oakland Residential Rent Adjustment Program Ordinance (Ordinance) requires an owner to serve the *Notice to Tenants of the Residential Rent Adjustment Program (RAP Notice)* at the start of a tenancy.<sup>6</sup> The Ordinance also requires an owner to serve the *RAP Notice* together with any notice of rent increase or change in the terms of a tenancy.<sup>7</sup> In no event may rent for any covered unit increase in any twelve-month period by more than ten percent (10%).<sup>8</sup>

Both parties indicated on their respective *Petition* and *Response* that the first *RAP Notice* was served in March 2015. Therefore, it is found that the first *RAP Notice* was served by the owner to the tenant in March 2015.

The tenant indicated on her petition that she received a rent increase on January 2, 2023, without an accompanying *RAP Notice*.<sup>9</sup> The owner did not submit evidence to dispute this fact. In fact, the owner corroborated the tenant's claim by stating: "We provided RAP notices in March 2015, September 2016, and May 2018." Therefore, the rent increase the tenant received on January 2, 2023, is invalid because the owner did not serve the *RAP Notice* with the rent increase.

Both the *Petition* and *Response* stated that the tenant is current on rent. The tenant's rent payment records indicate that she started paying \$1,352.70 on February 1, 2023. Therefore, the tenant has been paying the unlawful rent increase of \$15.65 per month (\$1,352.70 - \$1337.05) from February 1, 2023, to the present.

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<sup>5</sup> Rent Adjustment Program Regulations (Regulations) § 8.22.110 (G).

<sup>6</sup> Oakland Mun. Code (O.M.C.) § 8.22.060 (A) and Regulations § 8.22.060 (A).

<sup>7</sup> O.M.C. § 8.22.070 (H)(1).

<sup>8</sup> O.M.C. § 8.22.070 (A)(2).

<sup>9</sup> The *Petition* indicated that the tenant did receive the *RAP Notice* with the rent increases that went into effect in October 2015 and October 2016.

## Capital Improvements

A rent increase in excess of the CPI Rent Adjustment may be justified by capital improvement costs.<sup>10</sup> The reimbursement of capital expenses from the tenant must be discontinued at the end of the amortization period. Before February 1, 2017, all capital improvement pass-throughs were subject to a 60-month amortization period and must be discontinued at the end of the 60-month period.<sup>11</sup> However, after February 1, 2017, an owner must first petition the Rent Adjustment Program and receive approval for the rent increase before the rent increase can be imposed.<sup>12</sup> In addition, a Hearing Officer determines the length of the amortization period based on the useful life of the improvement as set out in the Rent Adjustment Program Regulations (Regulations) Appendix A's Amortization Schedule.

A tenant may file a petition to seek relief when the owner fails to reduce rent following the expiration of the amortization period for capital improvements, and any interest due on any rent overcharges from the failure to reduce rent for a capital improvement.<sup>13</sup> In addition, an administrative citation<sup>14</sup> may be issued when the owner fails to remove a capital improvement rent increase on the first month following the end of the amortization period.<sup>15</sup>

The owner stated in his written *Response* to the *Petition*: "The total approved capital pass through amount for Ms. Brooks was \$15,919. This amount was approved by the Oakland Rent Adjustment Program. Actual capital pass through paid by Ms. Brooks between October 2015 and August 2022 was \$8,158. (emphasis added)" Judicial Notice is hereby taken of Case Number L17-0191.<sup>16</sup> In Case Number L17-0191, the owner was granted a rent increase for capital improvement costs, specifically the "total pass-through on the unit" was \$8,522.50<sup>17</sup> and Unit 200 was granted a rent increase of "\$118.37 for 72-month amortization period."<sup>18</sup> Case Number L17-0191 is the only capital improvement pass through case that was granted for 200-204 Frisbie Street. No other capital improvement projects were granted.

According to the owner's excel spreadsheet, in April 2015, the base rent for "Apt 200" was \$1,105.00.<sup>19</sup>

In October 2015, the base rent increased to \$1,123.79, due to a 1.7% CPI rent increase, and the owner voluntarily passed on a capital improvement rent increase<sup>20</sup> of \$91.72 (8.3%).<sup>21</sup>

<sup>10</sup> O.M.C. § 8.22.070 (C)(1)(a).

<sup>11</sup> Regulations: Appendix A effective January 9, 2015, when the Regulations set the amortization period to five (5) years or sixty (60) months, until January 17, 2017, when the Regulations adopted an amortization schedule.

<sup>12</sup> O.M.C. § 8.22.070 (C)(1).

<sup>13</sup> O.M.C. § 8.22.070 (C) and Regulations § 10.2.5.

<sup>14</sup> Regulations § 8.22.150 (A)(1).

<sup>15</sup> Regulations § 8.22.150 (A)(2)(g).

<sup>16</sup> *Campbell v. Tenants*, Case Number L17-0191, Hearing Decision Dated April 26, 2018.

<sup>17</sup> Case Number L17-0191, Hearing Decision, Attached City of Oakland Capital Improvements Calculator Worksheet, Page 2.

<sup>18</sup> Case Number L17-0191, Hearing Decision, Page 4.

<sup>19</sup> Owner's excel spreadsheet.

<sup>20</sup> The October 2015 capital improvement rent increase is unrelated to Case Number L17-0191 because it preceded April 26, 2018.

<sup>21</sup> Owner's excel spreadsheet.

The tenant received a 10% total rent increase. The tenant's total monthly rent became \$1,215.00.<sup>22</sup> The capital improvement rent increase in October 2015 was valid because the owner could voluntarily pass on capital improvement costs as long as it followed the laws of the Rent Adjustment Ordinance and the State of California.<sup>23</sup> However, pursuant to the previous limitation of 60 months on capital improvement pass-throughs, the October 2015 capital improvement pass-through expired on September 30, 2020. Therefore, any \$91.72 monthly capital improvement pass-through included in the tenant's rent after September 30, 2020, is invalid.

A year later, in October 2016, the base rent increased to \$1,146.26, from \$1,123.79,<sup>24</sup> due to a 2% CPI rent increase, and a capital improvement rent increase<sup>25</sup> of \$190.79 (amounting to a 16.98% rent increase),<sup>26</sup> for a total rent increase of 18.98%.<sup>27</sup> The tenant's total monthly rent became \$1,337.05.<sup>28</sup> Pursuant to the Ordinance, property owners may not increase rent by more than ten percent (10%) in any twelve-month period. In October 2016, the owner unlawfully exceeded the 10% limitation by passing through an additional 8.98% (\$100.88) rent increase to the tenant. Therefore, the October 2016 capital improvement pass-through was unlawful because it exceeded the 10% rent increase limitation by \$100.88. The tenant is owed restitution for her overpayments.

Furthermore, pursuant to the previous limitation of 60 months on capital improvement pass-throughs, any valid capital improvement pass-through imposed beginning of October 2016 expired on September 30, 2021; any portion of the \$190.79 monthly capital improvement pass-through included in the tenant's rent after September 30, 2021, is invalid.

The tenant continued to pay \$1,337.05 in total monthly rent until February 1, 2023, when she started paying \$1,352.70.<sup>29</sup>

### OVERPAID RENT

From	To	Monthly Rent paid	Max Monthly Rent	Difference per month	No. Months	Sub-total
1-Feb-23	31-Aug-23	1,352.70	1337.05	\$15.65	7	\$109.55
1-Oct-16	1-Sep-21	1,337.05	1,236.17	\$100.88	60	\$6,052.86
1-Oct-20	31-Aug-23	1,215	1,123.79	\$91.21	35	\$3,192.35
1-Oct-21	31-Aug-23	1,337.05	1,146.26	\$190.79	23	\$4,388.17
<b>TOTAL OVERPAID RENT</b>						<b>\$13,742.93</b>

<sup>22</sup> Tenant's rent payment records.

<sup>23</sup> Also, as previously stated, the *Petition* indicated that this rent increase was served with a *RAP Notice*.

<sup>24</sup> As of September 2016.

<sup>25</sup> The October 2016 capital improvement rent increase is unrelated to Case Number L17-0191 because it preceded April 26, 2018.

<sup>26</sup> Owner's excel spreadsheet.

<sup>27</sup> As previously stated, the *Petition* indicated that this rent increase was served with a *RAP Notice*.

<sup>28</sup> Tenant's rent payment records.

<sup>29</sup> Tenant's rent payment records.

## RESTITUTION

	MONTHLY RENT	\$1,146.26
	TOTAL TO BE REPAID TO TENANT	\$13,742.93
	TOTAL AS PERCENT OF MONTHLY RENT	1,198.94%
AMORTIZED OVER	MO. BY REG. IS	
OR OVER	MONTHS BY HEARING OFFICER	
15	IS	\$916.20

Lastly, the only type of rent overpayment where the Regulations have reserved the tenant's right to recover interest is when an owner fails to reduce a capital improvement rent increase. The tenant may seek interest due on any rent overcharges from the failure to reduce rent for a capital improvement.<sup>30</sup> However, historically, the Rent Adjustment Program is a nonpunitive local program and has regularly awarded restitution by adjusting future rents to account for the overpayment. Therefore, no interest shall be awarded at this time.

## ORDER

1. Tenant Petition T23-0058 is granted in part.
2. The tenant's monthly base rent is \$1,146.26 per month.
3. The contested January 2, 2023, rent increase is invalid.
4. Due to capital improvement rent overpayments, the tenant is owed restitution in the amount of \$13,742.93 for overpaid rent. This overpayment is adjusted by a rent decrease for fifteen (15) months in the amount of \$916.20 a month.<sup>31</sup>
5. The tenant is entitled to reduce the rent per the restitution order after the Hearing Decision becomes final. The decision is final if no party has filed an *Appeal* within 20 days of the date the Hearing Decision is mailed to all parties.
6. If the owner wishes to, he can repay the restitution owed to the tenants at any time. If he does so, the monthly decrease for restitution ends at the time the tenant is provided restitution.
7. No interest on the overpaid rent will be awarded at this time.
8. No citations will be issued at this time.

<sup>30</sup> Regulations § 10.2.5.

<sup>31</sup> Regulations § 8.22.110 (F)(4)(d).

9. Nothing in this order prevents the owner from increasing the rent according to the laws of the Rent Adjustment Ordinance and the State of California at any time, at least 12 months from the last rent increase.
10. The approved capital improvement pass-through as set forth in Case Number L17-0191 continues to be valid and eligible for pass-through after June 30, 2024.<sup>32</sup> The Hearing Decision in Case Number L17-0191 states: “The increase will be effective thirty (30) days after the owner *serves* the rent increase notice, together with the Notice of the Rent Adjustment Program (RAP Notice), and the attached Decision Summary. If the rent increase is served by mail, it will be effective thirty-five (35) days after the service. (emphasis added)”
11. The Settlement Conference and Hearing scheduled for Tuesday, August 22, 2023, is hereby canceled.

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

Dated: August 22, 2023



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Susan Ma  
Hearing Officer  
Rent Adjustment Program

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<sup>32</sup> On March 9, 2020, the Oakland City Administrator issued a proclamation of Local Emergency, which was ratified by the Oakland City Council on March 12, 2020, due to the Novel Coronavirus Covid-19 pandemic. On March 27, 2020, the Oakland City Council adopted an Ordinance imposing a rent increase moratorium during the Local Emergency.” The Ordinance states explicitly, “For rental units regulated by Oakland Municipal Code 8.22.010 et seq, any notice of rent increase in excess of the CPI Rent Adjustment, as defined in Oakland Municipal Code Section 8.22.020, shall be void and unenforceable if the notice is served or has an effective date during the Local Emergency.” (Ordinance No. 13589 C.M.S.) The Rent Increase Moratorium remains in effect until June 30, 2024.

**PROOF OF SERVICE**

**Case Number: T23-0058**

**Case Name: Brooks v. Campbell**

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**

Administration Decision

**Owner**

Severin Campbell  
1315 Stannage Avenue  
Berkeley, CA 94702

**Tenant**

Cheri Brooks  
200 Frisbie Street Unit 200  
Oakland, CA 94611

**Tenant Representative**

Gregory Ching, Centro Legal de la Raza  
3400 East 12th Street  
Oakland, CA 94601

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **August 24, 2023** in Oakland, California.



Teresa Brown-Morris  
Oakland Rent Adjustment Program

**000331**





**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**  
**AUG 29 2023**  
**RENT ADJUSTMENT PROGRAM**  
**OAKLAND**

## APPEAL

<b>Appellant's Name</b> Severin Campbell	<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant
<b>Property Address (Include Unit Number)</b> 200 Frisbie Street, Oakland CA 94611	
<b>Appellant's Mailing Address (For receipt of notices)</b> 1315 Stannage Avenue Berkeley CA 94702	<b>Case Number</b> T23-0058
	<b>Date of Decision appealed</b> August 22, 2023
<b>Name of Representative (if any)</b> n/a	<b>Representative's Mailing Address (For notices)</b> n/a

**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.)**

The Administrative Decision recommended restitution to the tenant of \$13,633.38 to which we disagree. Of this amount, the Administrative Decision recommended restitution of \$6052.86, based on the assumption that the 2016 Capital Pass Through amount was \$100.88 more than allowed and that this Pass Through amount continued from October 2016 to September 2021. The Administrative Decision assumed that the Capital Pass Through amount enacted in 2016 was \$190.79 and that the total rent increase was 18.98%. However, the actual Capital Pass Through amount enacted in 2016 was \$99.07 and the total rent increase was 10%.

The rent increase in October 2016 did not exceed 10%, and therefore, restitution in the amount of \$6052.86 is not warranted.

Also, the 2016 Capital Pass Through amount was reviewed by the Rent Adjustment Program Hearing Officer when we requested a third capital improvement pass-through in 2017 (Petition L17-0191). This review was necessary for the Hearing Officer to calculate the pass-through amount and amortization in response to Petition L17-0191.

**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.)*

As noted above, the 2016 Capital Pass Through amount was reviewed by the Rent Adjustment Program Hearing Officer when we requested a third capital improvement pass-through in 2017 (Petition L17-0191). The 2016 Capital Pass Through was considered compliant with the Rent Adjustment Program rules at that time.

- 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.)*

As noted above, the Administrative Decision recommended restitution to the tenant of \$13,633.38, which included restitution of (a) \$6052.86 based on a math error (noted above); (b) \$3,192.35, based on the assumption that we continued to pass through the 2015 Capital Pass Through amount of \$91.72 between October 2020 and August 2023, exceeding the 60 month amortization limit; and (c) \$4,388.17 based on the assumption that the 2016 Capital Pass Through amount was \$190.79 (rather than the actual amount of \$99.07) and that we continued to pass through this amount between October 2021 and August 2023, exceeding the 60 month amortization limit.

The 2015 Capital Pass Through ended in May 2018. The petitioning tenant was advised of this in an email in October 2020.

The 2016 Capital Pass Through ended in June 2019. The petitioning tenant, Ms. Brooks, was advised in an October 2020 email that the 2016 Capital Pass Through amount ended in June 2019.

**x 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.)*

The Administrative Decision states that "There are sufficient uncontested facts presented and there are no material facts in dispute to issue a decision. Therefore, an Administrative Decision, without a hearing, is being issued." Because the hearing officer did not hold a hearing, we were unable to provide clarifying information or correct factual errors before the decision was submitted.

As noted above, restitution in the amount of \$13,633.38 was based on incorrect information, including:

(a) \$6052.86 based on an incorrect calculation that assumed the 2016 Capital Pass Through amount was \$190.79 and that the rent increase was 18.98%. As noted above, the actual 2016 Capital Pass Through amount was \$99.07 and the actual rent increase was 10%.

(b) \$3,192.35, based on the assumption that we continued to pass through the 2015 Capital Pass Through amount of \$91.72 between October 2020 and August 2023, exceeding the 60 month amortization limit. The 2015 Capital Pass Through ended in May 2018. The petitioning tenant was advised of this in an email in October 2020.

(c) \$4,388.17 based on the assumption that the 2016 Capital Pass Through amount was \$190.79) and that we continued to pass through this amount between October 2021 and August 2023, exceeding the 60 month amortization limit. However, the 2016 Capital Pass Through was \$99.07 and the pass-through ended in June 2019. The petitioning tenant was advised of this in an email in October 2020.

- f)  **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.)
- g)  **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: 11.*

- **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 August 28, 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>	Cheri Brooks
<b>Address</b>	200 Frisbie Street
<b>City, State Zip</b>	Oakland, California 94611
<b>Name</b>	Gregory Ching, Centro Legal dela Raza
<b>Address</b>	3400 East 12 <sup>th</sup> Street
<b>City, State Zip</b>	Oakland, Ca 94601

	August 28 2023
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**SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE**

**DATE**      **000334**

August 28, 2023

City of Oakland Rent Adjustment Program  
250 Frank H. Ogawa Plaza #5313  
Oakland, California 94612

Re: Property Owner Appeal of Administrative Decision: T23-0058

We are appealing the Rent Adjustment Program Administrative Decision to T23-0058. Because the hearing officer did not hold a hearing, we were unable to provide clarifying information or correct factual errors before the decision was submitted. We provided a written response to T23-0058, including a spreadsheet summarizing the rent history. Because we passed through capital improvement costs in three separate amounts, we understand that the spreadsheet may have been hard to follow.

In response to the Administrative Decision:

We agree to pay the petitioning tenant, Ms. Brooks, \$109.55 for the rent increase from February 2023 through August 2023. When we submitted the 30 day notice of the rent increase from \$1337 to \$1352, we did not provide the RAP notice. Therefore, Ms. Brooks' rent is reduced retroactively to \$1337 as of February 2023.

We do not agree that Ms. Brooks is owed \$13,633.38 in restitution. The assumptions on which this calculated restitution was based are incorrect, and the conclusion that restitution is owed because Capital Pass Throughs lasted longer than the allowed time and that a total rent increase exceeded 10% are incorrect. Details of the amounts that make up the total \$13,633.38 are as follows.

- \$6052.86 was based on the assumption that the 2016 Capital Pass Through amount was \$100.88 more than allowed and that this Pass Through amount continued from October 2016 to September 2021.
  - The Administrative Decision assumed that the Capital Pass Through amount enacted in 2016 was \$190.79 and that the total rent increase was 18.98%.
  - However, the actual Capital Pass Through amount enacted in 2016 was \$99.07 and the total rent increase was 10%.

The amount of \$100.88 is an incorrect calculation in the Administrative Decision; this amount was never applied to the rent, and therefore, no restitution is warranted.

The 2015 Capital Pass Through and 2016 Capital Pass Through amounts were reviewed by the Rent Adjustment Program Hearing Officer when we requested a third capital improvement pass-through in 2017 (Petition L17-0191). The review was necessary to calculate the appropriate amount and amortization period for the third capital pass through.

- \$3,192.35 was based on the assumption that we continued to pass through the 2015 Capital Pass Through amount of \$91.72 between October 2020 and August 2023, exceeding the 60 month amortization limit. This is not correct. The 2015 Capital Pass Through ended in May 2018. As noted below, the petitioning tenant, Ms. Brooks, was advised of this in an email in October 2020.
- \$4,388.17 was based on the assumption that the 2016 Capital Pass Through amount was \$190.79 and that we continued to pass through this amount between October 2021 and August 2023, exceeding the 60 month amortization limit. This is not correct. The 2016 Capital Pass Through was \$99.07 and the Pass Through ended in June 2019. As noted below, the petitioning tenant, Ms. Brooks, was advised in an October 2020 email that the 2016 Capital Pass Through amount ended in June 2019.

According to the tenant's petition, T23-0058, Ms. Brooks (a) received a rent increase above the allowable amount, and (b) did not receive a rent reduction after a prior increase for capital improvements.

Neither claim is correct.

- (a) The rent paid by Ms. Brooks is less than the allowable amount. We provided this information to the Rent Adjustment Program in our original response to the tenant petition.

In 2018, Ms. Brooks requested that we not increase the total rent to the amount authorized by the Rent Adjustment Program. We agreed to keep the total rent unchanged at \$1337. In order to maintain Ms. Brooks' rent at \$1337, we reduced the authorized capital pass through amount.

- (b) We advised Ms. Brooks in October 2020 that she was not owed a rent reduction. We informed Ms. Brooks that the 2015 and 2016 Capital Pass Through ended in June 2019. We further informed Ms. Brooks that in order to maintain her rent at the lower amount of \$1337, we delayed implementing the Capital Pass Through amount authorized by the Rent Adjustment Program in response to our petition L17-0191 until the 2015 and 2016 Capital Pass Through ended. We also informed Ms. Brooks that the actual capital pass through amount was less than the authorized capital pass through amount.

Although we provided this information to Ms. Brooks in an email more than two years prior to her filing a tenant petition, she did not include this information in her tenant petition.

Attached are (1) our response to the Administrative Decision and (2) a spreadsheet providing details on rent increases.



August 28, 2023

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Severin Campbell

Date

Response to the Rent Adjustment Program Administrative Decision August 22, 2023  
 Tenant Petition: T23-0058

The following is a clarification or correction of statements in the Decision.

Administrative Decision	Response
<p>Both parties indicated on their respective <i>Petition</i> and <i>Response</i> that the first <i>RAP Notice</i> was served in March 2015. Therefore, it is found that the first <i>RAP Notice</i> was served by the owner to the tenant in March 2015</p>	<p>Agree</p>
<p>Both the <i>Petition</i> and <i>Response</i> stated that the tenant is current on rent. The tenant's rent payment records indicate that she started paying \$1,352.70 on February 1, 2023.</p>	<p>Agree</p>
<p>The tenant indicated on her petition that she received a rent increase on January 2, 2023, without an accompanying <i>RAP Notice</i>. The owner did not submit evidence to dispute this fact. In fact, the owner corroborated the tenant's claim by stating: "We provided RAP notices in March 2015, September 2016, and May 2018."</p>	<p>Agree</p>
<p>Decision determined that the February 1 2023 rent increase was invalid due to no <i>RAP Notice</i> being issued.</p> <p>Both the <i>Petition</i> and <i>Response</i> stated that the tenant is current on rent. The tenant's rent payment records indicate that she started paying \$1,352.70 on February 1, 2023. Therefore, the tenant has been paying the unlawful rent increase of \$15.65 per month (\$1,352.70 - \$1337.05) from February 1, 2023, to the present.</p>	<p>Agree</p>



Administrative Decision	Response
<p>A rent increase in excess of the CPI Rent Adjustment may be justified by capital improvement costs. The reimbursement of capital expenses from the tenant must be discontinued at the end of the amortization period. Before February 1, 2017, all capital improvement pass-throughs were subject to a 60-month amortization period and must be discontinued at the end of the 60-month period.</p>	<p>Agree</p>
<p>According to the owner's excel spreadsheet, in April 2015, the base rent for "Apt 200" was \$1,105.00.<sup>19</sup></p> <p>In October 2015, the base rent increased to \$1,123.79, due to a 1.7% CPI rent increase, and the owner voluntarily passed on a capital improvement rent increase of \$91.72 (8.3%).</p>	<p>Agree</p>
<p>The tenant received a 10% total rent increase. The tenant's total monthly rent became \$1,215.00.<sup>22</sup> The capital improvement rent increase in October 2015 was valid because the owner could voluntarily pass on capital improvement costs as long as it followed the laws of the Rent Adjustment Ordinance and the State of California.<sup>23</sup></p> <p>However, pursuant to the previous limitation of 60 months on capital improvement pass-throughs, the October 2015 capital improvement pass-through expired on September 30, 2020. Therefore, any \$91.72 monthly capital improvement pass-through included in the tenant's rent after September 30, 2020, is invalid</p>	<p>Agree</p> <p>Do not agree. The 2015 capital pass through ended in May 2018.</p>
<p>A year later, in October 2016, the base rent increased to \$1,146.26, from \$1,123.79, due to a 2% CPI rent increase, and a capital improvement rent increase of \$190.79 (amounting to a 16.98% rent increase), for a total rent increase of 18.98%.</p> <p>The tenant's total monthly rent became \$1,337.05. Pursuant to the Ordinance, property owners may not increase rent by more than ten percent (10%) in any twelve-month period.</p>	<p>Do not agree.</p> <p>The capital improvement increase was \$99.07 and the total rent increase was 10%</p> <p>Agree</p>

Administrative Decision	Response
<p>In October 2016, the owner unlawfully exceeded the 10% limitation by passing through an additional 8.98% (\$100.88) rent increase to the tenant. Therefore, the October 2016 capital improvement pass-through was unlawful because it exceeded the 10% rent increase limitation by \$100.88.</p> <p>The tenant is owed restitution for her overpayments.</p>	<p>Do not agree.</p> <p>The rent increased from \$1,215.50 to \$1337.05 on October 1, 2016. This is an increase of 10%.</p> <p>The base rent increased from \$1,123.79 to \$1,146.26. This is an allowable CPI increase of 2%.</p> <p>The Capital Pass Through amount increased from \$91.72 to \$190.79. This is an increase of \$99.07.</p> <p>This increase was reviewed by the Rent Adjustment Program Hearing Officer in Petition L17 – 0191.</p> <p>We do not agree that the tenant is owed restitution. The rent increase did not exceed 10%.</p>
<p>Furthermore, pursuant to the previous limitation of 60 months on capital improvement pass-throughs, any valid capital improvement pass-through imposed beginning of October 2016 expired on September 30, 2021; any portion of the \$190.79 monthly capital improvement pass-through included in the tenant's rent after September 30, 2021, is invalid</p>	<p>Do not agree</p> <p>The 2015 Capital Pass Through ended in May 2018.</p> <p>The 2016 Capital Pass Through ended in September 2019.</p>

Administrative Decision	Response
	<p>The Rent Adjustment Program Hearing Officer decision dated April 28, 2018 authorized a Capital Pass Through to Apartment 200 of \$118.37 for a 72-month period.</p> <p>As noted in the May 24, 2018 letter to Ms. Brooks:</p> <p>The Rent Adjustment Program approved our petition to increase the rent. The rent for your apartment at 200 Frisbie Street will increase by \$118.37 per month, from the current rent of \$1337 per month to the new rent of \$1,445 per month. This rent increase of \$118.37 will begin on July 1, 2018 and extend for 72 months (6 years) and will end June 30, 2024.</p> <p>Included in this letter was the Hearing Officer finding and RAP notice.</p> <p>Ms. Brooks requested that we not increase her rent. In order to maintain the rent at \$1337, we reduced the pass through below the authorized amount.</p>
<p>The Administrative Decision finds the following overpayments:</p> <p>(1) Therefore, the October 2016 capital improvement pass-through was unlawful because it exceeded the 10% rent increase limitation by \$100.88.</p> <p>(2) Furthermore, pursuant to the previous limitation of 60 months on capital improvement pass-throughs, any valid capital improvement pass-through imposed beginning of October 2016 expired on September 30, 2021; any portion of the \$190.79 monthly capital improvement pass-through included in the tenant's rent after September 30, 2021, is invalid .</p>	<p>Do not agree. The 2016 Capital Pass Through was \$91.72, as described above in the response to the discussion of the October 2016 rent increase. The total rent increase was 10%.</p> <p>Do not agree. The 2015 Capital Pass Through ended in May 2018. The 2016 Capital Pass Through ended in September 2019.</p>

Capital Improvement Costs 2015	
Sewer Lateral	6,900
Roof	9,794
	<u>16,694</u>
70% Capital Improvement Pass Through	11,686
Information submitted with Petition L17-0191	

Capital Improvement Costs 2016	
Alley Electric	7,900
Bouchard Sesimic	20,036
	<u>27,936</u>
70% Capital Improvement Pass Through	19,555
Information submitted with Petition L17-0191	

Rent Adjustment Board -Capital Improvement Costs 2017	
Structural upgrade	30,125
Stucco and paint	15,900
Gutters & downspouts	2,675
	<u>48,700</u>
70% Capital Improvement Pass Through	34,090
Information submitted with Petition L17-0191	

Total	93,330
70% Capital Improvement Pass Through	65,331

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Appeal \_ Administrative Decision to Tenant Petition T23-0058

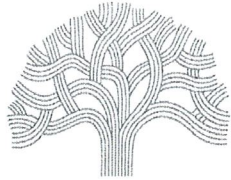
		Unit 200	Months	End Date
2015 Pass Through	Oct-15	2,935	31	May-18
2016 Pass Through	Oct-16	4,458	32	Jun-19
RAP - L17-0191	Jul-18	8,523	72	Jun-24
		15,916		

Rent Adjustment Program	CPI Increase	Base	Capital			Subtotal Capital	Total Actual Rent	Total Allowable Rent	Actual Rent Over/ (Under) Allowable Rent	One Year Increase
			2015 Capital Pass Through	2016 Capital Pass Through	Capital Pass (L17-0191)					
		Prior Base 1,105.00								
1.7% increase 2015		10/01/15 1,123.79	91.72		91.72	1,215.51	1,215.51	0.00	10%	
		11/01/15 1,123.79	91.72		91.72	1,215.51	1,215.51	0.00		
		12/01/15 1,123.79	91.72		91.72	1,215.51	1,215.51	0.00		
		01/01/16 1,123.79	91.72		91.72	1,215.51	1,215.51	0.00		
		02/01/16 1,123.79	91.72		91.72	1,215.51	1,215.51	0.00		
		03/01/16 1,123.79	91.72		91.72	1,215.51	1,215.51	0.00		
		04/01/16 1,123.79	91.72		91.72	1,215.51	1,215.51	0.00		
		05/01/16 1,123.79	91.72		91.72	1,215.51	1,215.51	0.00		
		06/01/16 1,123.79	91.72		91.72	1,215.51	1,215.51	0.00		
		07/01/16 1,123.79	91.72		91.72	1,215.51	1,215.51	0.00		
		08/01/16 1,123.79	91.72		91.72	1,215.51	1,215.51	0.00		
		09/01/16 1,123.79	91.72		91.72	1,215.51	1,215.51	0.00		
2% increase 2016		10/01/16 1,146.26	91.72	99.07	190.79	1,337.05	1,337.05	0.00	10%	
		11/01/16 1,146.26	91.72	99.07	190.79	1,337.05	1,337.05	0.00		
		12/01/16 1,146.26	91.72	99.07	190.79	1,337.05	1,337.05	0.00		
		01/01/17 1,146.26	91.72	99.07	190.79	1,337.05	1,337.05	0.00		
		02/01/17 1,146.26	91.72	99.07	190.79	1,337.05	1,337.05	0.00		
		03/01/17 1,146.26	91.72	99.07	190.79	1,337.05	1,337.05	0.00		
		04/01/17 1,146.26	91.72	99.07	190.79	1,337.05	1,337.05	0.00		
		05/01/17 1,146.26	91.72	99.07	190.79	1,337.05	1,337.05	0.00		
		06/01/17 1,146.26	91.72	99.07	190.79	1,337.05	1,337.05	0.00		
		07/01/17 1,146.26	91.72	99.07	190.79	1,337.05	1,337.05	0.00		
		08/01/17 1,146.26	91.72	99.07	190.79	1,337.05	1,337.05	0.00		
		09/01/17 1,146.26	91.72	99.07	190.79	1,337.05	1,337.05	0.00		
2.3% Increase 2017		10/01/17 1,172.62	91.72	99.07	190.79	1,337.05	1,337.05	0.00		
		11/01/17 1,172.62	91.72	99.07	190.79	1,337.05	1,337.05	0.00		
		12/01/17 1,172.62	91.72	99.07	190.79	1,337.05	1,337.05	0.00		
		01/01/18 1,172.62	91.72	99.07	190.79	1,337.05	1,337.05	0.00		
		02/01/18 1,172.62	91.72	99.07	190.79	1,337.05	1,337.05	0.00		
		03/01/18 1,172.62	91.72	99.07	190.79	1,337.05	1,337.05	0.00		
		04/01/18 1,172.62	91.72	99.07	190.79	1,337.05	1,337.05	0.00		
		05/01/18 1,172.62	91.72	99.07	190.79	1,337.05	1,337.05	(0.00)		
		06/01/18 1,172.62		190.79	190.79	1,337.05	1,337.05	(0.00)		
		07/01/18 1,172.62		164.43	164.43	1,337.05	1,455.35	(118.30)		
		08/01/18 1,172.62		164.43	164.43	1,337.05	1,455.35	(118.30)		
		09/01/18 1,172.62		164.43	164.43	1,337.05	1,455.35	(118.30)		
3.4% increase 2018		10/01/18 1,212.49		124.56	124.56	1,337.05	1,455.35	(118.30)		
		11/01/18 1,212.49		124.56	124.56	1,337.05	1,455.35	(118.30)		
		12/01/18 1,212.49		124.56	124.56	1,337.05	1,455.35	(118.30)		
		01/01/19 1,212.49		124.56	124.56	1,337.05	1,455.35	(118.30)		
		02/01/19 1,212.49		124.56	124.56	1,337.05	1,455.35	(118.30)		
		03/01/19 1,212.49		124.56	124.56	1,337.05	1,455.35	(118.30)		
		04/01/19 1,212.49		124.56	124.56	1,337.05	1,455.35	(118.30)		
		05/01/19 1,212.49		124.56	124.56	1,337.05	1,455.35	(118.30)		

Appeal \_ Administrative Decision to Tenant Petition T23-0058

Rent Adjustment Program	CPI Increase	Base	2015	2016	Capital	Subtotal	Actual Rent		One Year Increase
			Capital Pass Through	Capital Pass Through	Pass (L17-0191)	Capital Pass Through	Total Actual Rent	Total Allowable Rent	
3.5% increase 2019	06/01/19	1,212.49		124.56		124.56	1,337.05	1,455.35	(118.30)
	07/01/19	1,212.49		6.26	118.30	124.56	1,337.05	1,337.05	(0.00)
	08/01/19	1,212.49		6.26	118.30	124.56	1,337.05	1,337.05	(0.00)
	09/01/19	1,212.49		6.26	118.30	124.56	1,337.05	1,337.05	(0.00)
	10/01/19	1,254.93			82.12	82.12	1,337.05	1,373.23	(36.18)
	11/01/19	1,254.93			82.12	82.12	1,337.05	1,373.23	(36.18)
	12/01/19	1,254.93			82.12	82.12	1,337.05	1,373.23	(36.18)
	01/01/20	1,254.93			82.12	82.12	1,337.05	1,373.23	(36.18)
	02/01/20	1,254.93			82.12	82.12	1,337.05	1,373.23	(36.18)
	03/01/20	1,254.93			82.12	82.12	1,337.05	1,373.23	(36.18)
	04/01/20	1,254.93			82.12	82.12	1,337.05	1,373.23	(36.18)
	05/01/20	1,254.93			82.12	82.12	1,337.05	1,373.23	(36.18)
	06/01/20	1,254.93			82.12	82.12	1,337.05	1,373.23	(36.18)
	07/01/20	1,254.93			82.12	82.12	1,337.05	1,373.23	(36.18)
	08/01/20	1,254.93			82.12	82.12	1,337.05	1,373.23	(36.18)
2.7% increase 2020	09/01/20	1,254.93			82.12	82.12	1,337.05	1,373.23	(36.18)
	10/01/20	1,288.81			48.24	48.24	1,337.05	1,407.11	(70.06)
	11/01/20	1,288.81			48.24	48.24	1,337.05	1,407.11	(70.06)
	12/01/20	1,288.81			48.24	48.24	1,337.05	1,407.11	(70.06)
	01/01/21	1,288.81			48.24	48.24	1,337.05	1,407.11	(70.06)
	02/01/21	1,288.81			48.24	48.24	1,337.05	1,407.11	(70.06)
	03/01/21	1,288.81			48.24	48.24	1,337.05	1,407.11	(70.06)
	04/01/21	1,288.81			48.24	48.24	1,337.05	1,407.11	(70.06)
	05/01/21	1,288.81			48.24	48.24	1,337.05	1,407.11	(70.06)
	06/01/21	1,288.81			48.24	48.24	1,337.05	1,407.11	(70.06)
1.9% increase 2021	07/01/21	1,288.81			48.24	48.24	1,337.05	1,407.11	(70.06)
	08/01/21	1,288.81			48.24	48.24	1,337.05	1,407.11	(70.06)
	09/01/21	1,288.81			48.24	48.24	1,337.05	1,407.11	(70.06)
	10/01/21	1,313.30			23.75	23.75	1,337.05	1,431.60	(94.55)
	11/01/21	1,313.30			23.75	23.75	1,337.05	1,431.60	(94.55)
	12/01/21	1,313.30			23.75	23.75	1,337.05	1,431.60	(94.55)
	01/01/22	1,313.30			23.75	23.75	1,337.05	1,431.60	(94.55)
	02/01/22	1,313.30			23.75	23.75	1,337.05	1,431.60	(94.55)
	03/01/22	1,313.30			23.75	23.75	1,337.05	1,431.60	(94.55)
	04/01/22	1,313.30			23.75	23.75	1,337.05	1,431.60	(94.55)
3.0% increase 2022	05/01/22	1,313.30			23.75	23.75	1,337.05	1,431.60	(94.55)
	06/01/22	1,313.30			23.75	23.75	1,337.05	1,431.60	(94.55)
	07/01/22	1,313.30			23.75	23.75	1,337.05	1,431.60	(94.55)
	08/01/22	1,313.30			23.75	23.75	1,337.05	1,431.60	(94.55)
	09/01/22	1,313.30			23.75	23.75	1,337.05	1,431.60	(94.55)
	10/01/22	1,352.70			-	-	1,337.05	1,471.00	(133.95)
	11/01/22	1,352.70			-	-	1,337.05	1,471.00	(133.95)
	12/01/22	1,352.70			-	-	1,337.05	1,471.00	(133.95)
	01/01/23	1,352.70			-	-	1,337.05	1,471.00	(133.95)
	02/01/23	1,352.70					1,352.70		1%
03/01/23	1,352.70					1,352.70			
04/01/23	1,352.70					1,352.70			
05/01/23	1,352.70					1,352.70			
06/01/23	1,352.70					1,352.70			
07/01/23	1,352.70					1,352.70			
08/01/23	1,352.70					1,352.70			





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**  
**AUG 29 2023**  
**RENT ADJUSTMENT PROGRAM  
OAKLAND**

**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 complete but unsigned copy of this PROOF OF SERVICE form to the opposing parties together with the document(s) being served.
- File the completed and signed PROOF OF SERVICE form with the Rent Adjustment Program together with the document you are filing and copies of any attachments you served on the opposing party/parties.
- Please sequentially number 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 - Administrative Decision – T23-0058  
11 attached pages to each opposing party, whose name(s) and address(es) are listed below, by one of the following means (*check one*):

- a. First-Class 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. 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.
- c. Electronic Service (DO NOT USE THIS SERVICE METHOD TO SERVE PETITIONS OR RESPONSES TO PETITIONS.) I electronically sent the document(s) to the person(s) at the address(es) listed below who have previously given written consent to receiving notices and documents in this matter from the RAP and from the OTHER PARTY/IES electronically at the email address(es) they provided.

**PERSON(S) SERVED:**

Name	Cheri Brooks
Address	200 Frisbie Street
City, State, Zip	Oakland, California 94611
Email Address	qkcam45@att.net

Name	Gregory Ching, Centro Legal dela Raza
Address	3400 East 12 <sup>th</sup> Street
City, State, Zip	Oakland, California 94601
Email Address	gching@centrolegal.org

Name	
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Email Address	

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City, State, Zip	
Email Address	

Name	
Address	
City, State, Zip	
Email Address	

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 8/28/2023 (insert date served).

Severin Campbell

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PRINT YOUR NAME



August 28 2023

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SIGNATURE

DATE

|

|



**MEMORANDUM**

**Date:** October 6, 2023  
**To:** Members of the Housing, Rent Residential & Relocation Board (HRRRB)  
**From:** Braz Shabrell, Deputy City Attorney  
**Re:** Appeal Recommendation in T23-0019, Barragan et al. v. Mead Holding LLC  
**Appeal Hearing Date:** October 12, 2023

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Property Address: 2031 69th Avenue, Unit C, Oakland, CA 94621  
Appellant/Owner: Ahmed Said, Mead Holding LLC  
Respondent/Tenants: Maria Barragan, Reyes Ornelas

**BACKGROUND**

On January 23, 2023, tenants Maria Barragan and Reyes Ornelas filed a Tenant Petition contesting the following two rent increases:

- \$1,000 to \$1,300, effective December 2019
- \$1,300 to \$1,500, effective December 2022

The Petition indicated that the tenants had never received a copy of the RAP Notice, either at the beginning of their tenancy or with either increase. The tenants submitted 22 pages of documentation in support of their Petition, including copies of the rent increase notices and proof of rent payment.

On February 1, 2023, owner Ahmed Said of Mead Holding LLC filed a response to the Tenant Petition, but did not allege any defenses in the response form. The owner attached a copy of a business license (which was expired), but did not include any evidence that the owner had paid the RAP service fee. The owner also indicated on the response form that the owner had never provided the tenants with a copy of the RAP Notice.

On February 28, 2023, RAP staff mailed the owner a Notice of Incomplete Owner Response, indicating that the owner was missing a proof of service, proof of payment of the business license tax, and proof of payment of the RAP fee. The Notice indicated that the owner had 30 days to submit a completed response.

On March 3, 2023, the owner submitted an email to RAP that contained additional narrative in support of the owner's response. RAP responded the same day and again informed the owner of the incomplete response. RAP sent the owner another email on March 8, 2023, again instructing the owner to resubmit the response with the missing information.

### **RULING ON THE CASE**

On April 5, 2023, hearing officer Élan Consuella Lambert issued an Administrative Decision, granting the Tenant Petition without a hearing. As of the date of the Decision, the owner had not submitted any of the required additional documentation, and therefore the owner's response remained incomplete. Any documentation submitted by the owner was therefore deemed inadmissible. On the merits, the rent increases were found to be invalid because the tenants never received the required RAP Notice, and because the second increase in 2022 was above CPI and did not include the notice language required by the Oakland rent increase moratorium.

### **GROUND FOR APPEAL**

On April 18, 2023, the owner filed an appeal of the Administrative Decision on the grounds that the owner was denied a sufficient opportunity to respond to the tenants' claims. Among other things, the owner alleged that the increase from \$1,000 to \$1,300 was not an increase, but rather the tenants' initial rent was \$1,300 and was discounted to \$1,000 in exchange for the tenants taking out the garbage and cleaning around the property. The owner also alleged increased housing service costs and other claims not related to the tenant petition.

### **ISSUES**

1. Was the owner denied a sufficient opportunity to respond to the tenants' claim?
2. Does the Administrative Decision err as a matter of law?

### **APPLICABLE LAW AND PAST BOARD DECISIONS**

#### **I. Administrative Decisions**

An administrative decision may be issued when petition or response forms have not been properly completed, were untimely, or filing prerequisites have not been met,

where the petition and response forms raise no genuine dispute as to any material facts and the petition may be decided as a matter of law, or where the property was previously issued a certificate of exemption and is not challenged by the tenant. OMC 8.22.110F.

## II. Owner Filing Requirements

In order to file a response to a tenant petition or file a petition seeking a rent increase, an owner must submit the following: evidence of possession of a current business license, evidence of payment of the RAP fee, evidence of service of the RAP notice on covered units, a completed response form, documentation supporting the owner's claim of exemption or justification for the rent increase, and proof of service of the response on the tenant. OMC 8.22.090B. Failure to submit a completed response may result in the response being dismissed.

## III. Service of RAP Notice

Owners are required to serve tenants with a copy of the RAP Notice at the beginning of the tenancy and together with any rent increase. Failure to do so renders a rent increase invalid. O.M.C. 8.22.060, 8.22.070H, 8.22.090A(1)(c)-(d).

## IV. Rent Increase Moratorium

Oakland's rent increase moratorium, which was in effect as of December 2022, limits rent increases to CPI and requires certain language to be included in rent increase notices.

## **RECOMMENDED OUTCOME**

The office of the City Attorney recommends that the Hearing Officer's decision be upheld. The owner's response was incomplete and remained incomplete after the owner was provided with notice and 30 days to submit the required documentation. Owner filing requirements—and the risk that failure to comply may result in the response being dismissed—is indicated in the notice served together with the petition, in the response form itself, and in the "Notice of Incomplete Owner Reponse." The owner in this case was also instructed on filing requirements via staff emails on March 3 and March 8, 2023. The response was incomplete on numerous grounds, which the owner failed to correct despite several notices to do so. An Administrative Decision was therefore justified, as was disregarding the owner's evidence.

Even if the owner's response was considered filed, the same result could be reached. Both the Tenant Petition and the owner response indicate that the tenants were not provided with a RAP Notice. Therefore, failure to provide a RAP Notice is undisputed. Additionally, the December 2022 increase from \$1,300 to \$1,500 exceeds the allowable CPI and does not comply with Oakland's rent increase moratorium. It is therefore invalid on its face.

The owner's claims of capital improvements and increased housing service costs are misguided. In order to impose a rent increase based on capital improvements or increased costs, an owner must first file a petition and be granted approval by RAP. That was not done in this case. The other claims raised on appeal are irrelevant to the issue of whether the challenged rent increases were valid, and the appeal does not provide any explanation or justification (i.e. good cause) as to why the owner's response was incomplete.





**MEMORANDUM**

**Date:** October 10, 2023  
**To:** Members of the Housing, Rent Residential & Relocation Board (HRRRB)  
**From:** Braz Shabrell, Deputy City Attorney  
**Re:** Appeal Summary and Recommendation in T22-0015, Fleurentin v. Meridian Management Group  
**Appeal Hearing Date:** October 12, 2023

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**Property Address:** 315 Wayne Place, Unit #307, Oakland, CA  
**Appellants/Tenant:** Laurie Fleurentin  
**Respondent/Owner:** University President Associates LP (Property Manager – Meridian Management Group)

**BACKGROUND**

On January 3, 2022, the tenant filed a petition contesting a monthly rent increase from \$1,178 to \$2,800, noticed on April 15, 2020, and effective January 1, 2021. The owner filed a response on February 9, 2022.

On March 15, 2022, the Hearing Officer issued an Administrative Decision, dismissing the petition as untimely. The tenant appealed, and the case came before the Board on May 26, 2022. The Board voted to remand the case back to the Hearing Officer for a hearing. A hearing was held over multiple days, in September 2022 and January 2023. Both parties submitted additional briefing.

**RULING ON THE CASE**

On August 3, 2023, the Hearing Officer issued a Remand Hearing Decision, granting the tenant’s petition. The Hearing Officer found that although the rent increase notice had been served with a RAP Notice, the owner had never served a RAP Notice in all three languages, which is required at the commencement of a tenancy. Although petitioner’s tenancy commenced in 2013, the evidence established that the first time the

RAP Notice was served on the tenant was in April 2020. Because that Notice was only provided in English, and there was no evidence demonstrating that the Notice had ever been provided to any tenant in all three languages, the owner had not complied with RAP Notice service requirements prior to the petition being filed. Any notice of rent increase or change in terms of tenancy is invalid until the owner serves the tenant with a RAP Notice in three languages.

The Hearing Officer also held that the rent increase notice had not been properly served. The evidence established that the notice had been served by it being taped to the tenant's door on April 3, 2020. The owner did not establish that the notice had been mailed, nor could the owner identify the person who had served the notice. The notice was neither personally served nor mailed via US mail, as required by Civil Code 827. Therefore, the notice was also invalid on the grounds that it violated Civil Code 827.

### **GROUND FOR APPEAL**

The owner filed a timely appeal on the following grounds:

- The decision is inconsistent with O.M.C. Chapter 8.22, Rent Board Regulations, or prior decisions of the Board;
- The decision raises a new policy issue that has not been decided by the Board;
- The decision violates federal, state or local law;
- The decision is not supported by substantial evidence;
- The owner was denied a sufficient opportunity to present their claim or response; and
- Other.

The owner contends that the tenant was a subtenant at the time the rent increase notice was served and there was no duty to serve the RAP Notice in multiple languages. The increase was allowed under Costa-Hawkins. The tenant was not a new tenant when the rent increase notice was served, so the requirement to serve the RAP Notice in three languages did not apply. The decision violates Costa-Hawkins because service of a RAP Notice and language requirements do not apply to Costa-Hawkins rent increases on subtenants. The notice was served in compliance with Civil Code 827 because it was served by a process server and the owner submitted a proof of service.

The owner also argues that the tenant is not credible, and it was an error to deny the owner's request to recall the tenant as a witness during the hearing. The owner requests that the Board open its own evidentiary hearing on the issue of service. The tenant testified that she received the notice taped to her door on April 3, but she did not testify that she never received the notice in the mail.

### **ISSUES**

1. When an owner serves a rent increase notice pursuant to Costa-Hawkins (Civil Code 1954.53(d)), does failure to comply with “commencement of tenancy” notice requirements under OMC 8.22.060 render the rent increase invalid? #  
#
2. Is the rent increase in this case a rent adjustment of a “continuously occupied covered unit” (under OMC 8.22.070) or a rent increase following a vacancy of a covered unit (under OMC 8.22.080)?
3. Is the Hearing Officer’s finding that owner did not establish proper service of the rent increase notice supported by substantial evidence? #

## **APPLICABLE LAW AND PAST BOARD DECISIONS**

### **RAP NOTICE REQUIREMENTS**

#### **Service of RAP Notice at Inception of Tenancy**

- “The owner of any covered unit” is required to provide tenants with a RAP Notice “at the commencement of any tenancy... on or before the date of commencement of a tenancy.” O.M.C. Section 8.22.060A.
- “The Owner must give the initial notice in three languages: English, Spanish, and Chinese.” O.M.C. Section 8.22.060A2. This requirement took effect on September 21, 2016 and “only applies to new tenancies that commenced on or after that date.” Rent Regulations, sec. 8.22.060A1.
- If an owner fails to provide the RAP Notice at the inception of tenancy as required by OMC 8.22.060, the deadline for contesting a rent increase is 90 days from “the date the tenant first receives written notice of the existence and scope of this Chapter as required by Section 8.22.060.” Therefore, if an owner has never complied with OMC 8.22.060, the tenant may contest a rent increase at any time.

#### **Evidence of Giving Notice**

- “When filing an owner’s response to a tenant petition or an owner’s petition for a rent increase, the owner must submit evidence that the owner has given the notice required by this section to the affected tenants in the building under dispute in advance of the filing. When responding to a tenant petition, the owner may allege that the affected dwelling units are exempt in lieu of providing evidence of complying with the notice requirement. If an owner fails to submit the evidence and the subject dwelling unit is not exempt, then the owner’s petition or response to a tenant’s petition must be dismissed. This evidence can be a statement of compliance given under oath, however, the tenant may controvert this statement at the hearing. An owner’s filing the notice in advance of petition or

response prevents the owner's petition or response from being dismissed, but the owner may still be subject to the rent increase forfeiture if the notice was not given at the commencement of the tenancy or within the cure period set out in Section 8.22.060C." OMC 8.22.060B.

#### Curing Failure to Give Initial Notice

- "Failing to Give Notice. An owner who fails to give notice of the existence and scope of the Rent Adjustment Program at the commencement of a tenancy, but otherwise qualifies to petition or respond to a petition filed with the Rent Adjustment Program, will forfeit six months of the rent increase sought unless the owner cured the failure to give the notice. An owner may cure the failure to give the notice at the commencement of a tenancy required by this section and not be subject to a forfeiture of a rent increase if the owner gives the notice at least six months prior to serving the rent increase notice on the tenant or, in the case of an owner petition, at least six months prior to filing the petition." OMC 8.22.060C.

### **RENT INCREASE BASED ON COSTA-HAWKINS**

#### Generally: Exemption vs. Vacancy De-control

- Generally speaking, Costa-Hawkins impacts rent increases in two ways. First, it exempts certain *types* of properties from local rent control regulations. These units—such as single-unit dwellings and new construction—are exempt from the Rent Adjustment Ordinance entirely. This means that the owner can increase the rent on these units to whatever amount they want, and owners are not required to file a petition first or comply with RAP Notice requirements. OMC 8.22.030, Civil Code 1954.52.
- The second way Costa-Hawkins impacts rent increases is that, for units that *are* covered by rent control, owners are permitted to set the "initial rental rate" to whatever amount they want. This prohibits something referred to as vacancy control. This means that although cities can impose rent control restrictions on non-exempt units while they are occupied, once a tenant vacates, the owner can then set the rent to whatever amount they want at the beginning of the next tenancy. OMC 8.22.080, Civil Code 1954.53. After setting the initial rent amount, subsequent increases are thereafter subject to rent restrictions. OMC 8.22.080E. Civil Code 1954.53 also allows landlords to increase rents when a unit is sublet or assigned, and the original occupant no longer permanently reside there.
- The instant case involves the latter scenario.

#### Setting the "Initial" Rent Amount Under Civil Code 1954.53: Rent Increase Following Vacancy and/or Rent Increase Based on Subletting

- “Setting Initial Rents to Tenants Without Restriction. Costa-Hawkins provides that owners may set an initial rent to a new tenant without restriction except in certain circumstances.” OMC 8.22.080B.
- “Sublets and Assignments. Under specified conditions, Costa-Hawkins permits an owner to set initial rents without restriction when a covered unit is sublet or assigned and none of the original occupants permanently reside in the covered unit. (California Civil Code § 1954.53(d)).” OMC 8.22.080D.
- Civil Code 1954.53(d):

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

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

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

- Therefore, an owner may impose an unlimited rent increase pursuant to Civil Code 1954.53 if either (a) initial occupancy by a new tenant commenced as of the date of the rent increase notice, or (b) the occupant whose rent is being increased is a subtenant or assignee. *Cobb v. San Francisco Residential Rent Stabilization & Arb. Bd.* (2002) 98 Cal. App. 4th 345, 352.
- An owner is not entitled to this type of Costa-Hawkins rent increase where the occupant in possession has established their own tenancy with the landlord, as opposed to being a subtenant of the previous occupant. Whether an occupant is considered a tenant in their own right or a subtenant subject to unlimited rent increase is a question of fact and depends on the nature of the landlord-tenant relationship.

## **RENT INCREASE NOTICE SERVICE REQUIREMENTS**

- Civil Code 827:

(a) Except as provided in subdivision (b), in all leases of lands ... the landlord may, upon giving notice in writing to the tenant, in the manner prescribed by Section 1162 of the Code of Civil Procedure, change the terms of the lease to take effect...

...The notice, when served upon the tenant, shall in and of itself operate and be effectual to create and establish, as a part of the lease, the terms, rents, and conditions specified in the notice, if the tenant shall continue to hold the premises after the notice takes effect.

(b) (1) In all leases of a residential dwelling, or of any interest therein... the landlord may increase the rent provided in the lease or rental agreement, upon giving written notice to the tenant, as follows, by either of the following procedures:

(A) By delivering a copy to the tenant personally.

(B) By serving a copy by mail under the procedures prescribed in Section 1013 of the Code of Civil Procedure.

- “A rent increase is not permitted unless the notice meets the requirements of California Civil Code Section 827.” OMC 8.22.070H5.

## **RECOMMENDED OUTCOME**

The office of the City Attorney recommends that the matter be remanded to the Hearing Officer to making a finding as to whether the petitioner was a tenant in her own right when the rent increase notice was served, or if she is a subtenant or assignee of previous tenants. The Hearing Decision finds the rent increase invalid based on failure to comply with RAP Notice requirements and service requirements; it does not make a finding regarding whether the petitioner is a tenant or a subtenant. If the petitioner was already a tenant when the rent increase notice was served, the requirement to provide a RAP Notice in three languages would not apply since the tenancy commenced prior to September 2016. That being said, if petitioner was already a tenant, the rent increase would still be invalid on a number of other grounds, such as exceeded the allowable increase amount without prior RAP approval and violating the Rent Increase Moratorium. The outcome would therefore be the same (granting the tenant’s petition), but on different grounds.

On the other hand, if the petitioner was a subtenant or assignee of a previous tenant as opposed to a tenant in her own right at the time the rent increase notice was

served, it is not clear that failure to serve a RAP Notice in three languages would render the increase invalid. If the rent increase notice constituted the commencement of a new tenancy with the petitioner, the requirement to serve the RAP Notice in all three languages under OMC 8.22.060 would apply. However, the result of an owner's failure to provide the required notice at the commencement of tenancy under OMC 8.22.060 would be to dismiss the owner's response and forfeit six months of the increase. OMC 8.22.060 does not provide independent grounds to invalidate an otherwise valid increase. It is not clear whether failure to comply with commencement of tenancy requirements under OMC 8.22.060 would prohibit a landlord from setting the rent without limitation pursuant to Civil Code 1954.53. The provisions of OMC 8.22.070 do not apply to Costa-Hawkins increases; rather, OMC 8.22.080 would apply. OMC 8.22.080 does not include any provisions regarding notice requirements or the effect of not complying with commencement of tenancy requirements under OMC 8.22.060.

There appears to be sufficient evidence in the record to support the finding that the petitioner was already a tenant at the time the rent increase notice was served, as opposed to being a sublessor or an assignee, and therefore this would not be a valid increase under Civil Code 1954.53.<sup>1</sup> The order contained within the Hearing Decision would be the same (granting the tenant petition and setting the base rent to \$1,178.00). However, the findings and conclusion supporting that order would need to be adjusted.

By not making a finding regarding the underlying substantive issue of whether the owner is entitled to a Civil Code 1954.53 increase, the Hearing Decision also leaves the door open for the owner to simply re-serve the same notice. The tenant could then once again file a petition contesting the increase, bringing us back to this same point. Therefore, it is advisable to amend the findings to address this issue.

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<sup>1</sup> This would be consistent with *Cobb v. San Francisco Residential Rent Stabilization & Arb. Bd.* (2002) 98 Cal. App. 4th 345, 352.





## MEMORANDUM

**Date:** October 6, 2023  
**To:** Members of the Housing, Rent Residential & Relocation Board (HRRRB)  
**From:** Braz Shabrell, Deputy City Attorney  
**Re:** Appeal Memo and Recommendation in T23-0058, Brooks v. Campbell  
**Appeal Hearing Date:** October 12, 2023

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**Property Address:** 200 Frisbie Street #200, Oakland CA  
**Appellant/Owner:** Severin Campbell  
**Respondent/Tenant:** Cheri Brooks

### BACKGROUND

On May 1, 2023, tenant Cheri Brooks filed a petition contesting three rent increases:

- \$1105 to \$1215.50, effective 10/1/15
- \$1215 to \$1337.05, effective 10/1/16
- \$1337.05 to \$1352.70, effective 2/1/23

The petition alleged that the increases were above the allowable amount, were not properly served or lacked proper notice, and/or the tenant's rent was not reduced after a prior increase period for capital improvements. The petition indicated that the tenant first received a RAP Notice in March 2015, and that the tenant received a RAP Notice with the rent increases in 2015 and 2016, but not 2023.

On May 4 and June 27, 2023, owner Severin Campbell filed a property owner response. Regarding the 2015 increase, the owner alleged that this was based on a 1.7% CPI increase and a pass-through for capital improvement costs of 8.3%. The 2016 increase was based on a 2% CPI increase and a pass through for capital improvement

costs of 8%. Both increases were served with a RAP Notice. In 2018, the owner received approval from RAP to increase the rent to \$1,455, but the owner agreed to keep the rent at \$1,337. On January 2, 2023, the owner notified the tenant that rent would increase to \$1,352 based on CPI adjustments. The owner alleged that a total of \$15,919 was approved for capital pass through, but that actual pass through paid by the tenant between October 2015 and August 2022 was \$8,158.

The case was scheduled for a hearing on August 22, 2023. On August 21, 2023, the parties were notified that the hearing was cancelled because the Hearing Officer issued an Administrative Decision.

### **RULING ON THE CASE**

The Hearing Officer issued an Administrative Decision on August 22, 2023, granting the tenant's petition in part. The 2023 increase was invalid because it was served without a RAP Notice, which was corroborated by the owner's response.

The October 2015 increase from \$1,105 to \$1,215 was valid because it did not exceed 10%, and because the laws in effect at that time allowed owners to pass on capital improvement costs without needing prior approval from RAP. The 10% rent increase combined a 1.7% CPI increase (\$18.79) with an 8.3% increase (\$91.72) based on capital improvements. Although the increase was valid, the portion of the increase that was based on capital improvements (\$91.72) should have expired after 60 months, which was September 30, 2020. Therefore, the Hearing Officer found that the tenant was entitled to restitution of \$91.21<sup>1</sup> per month from October 2020 to August 2023, totaling \$3,192.35.

The October 2016 increase was invalid because it exceeded 10%. In October 2016, the tenant's base rent increased from \$1,123.79 to \$1,146.26 due to a 2% CPI increase and a capital improvement pass through of \$190.79 (16.98%), for a total rent increase of 18.98%. Therefore, the tenant is entitled to restitution for overpayments. Additionally, the 2016 pass-through (\$190.79) should have expired after 60 months, which was September 30, 2021. Therefore, the Hearing Officer found the tenant was entitled to restitution of \$190.79 per month from October 2021 to August 2023, totaling \$4,388.17.

The Hearing Officer determined that the total restitution owed to the tenant due to overpayments was \$13,742.93, dating back to 2016.

### **GROUND FOR APPEAL**

The owner filed a timely appeal. The owner claims that the Administrative Decision erred in three ways. First, the 2016 capital improvement pass-through was

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<sup>1</sup> This figure of \$91.21 that was included in the calculation chart appears to have been a clerical error, since the actual pass-through amount was \$91.72.

only \$99.07, not \$190.79, and therefore the rent increase was only 10%, not 18.98%. Furthermore, the 2016 pass-through was reviewed by the Hearing Officer in L17-0191, when the owner filed a petition seeking a third capital improvement pass-through in 2017 and was considered compliant with the rules in effect at that time. Since the 2016 pass-through amount was only \$99.07 and the total 2016 increase did not exceed 10%, \$6,052.86 of the restitution award is not warranted.

Second, the Administrative Decision erred by assuming that the 2016 pass-through continued between October 2021 and August 2023. The owner contends that it actually ended in June 2019. The tenant was advised of this in an email in October 2020. Therefore, \$4,388.17 of the restitution amount was not warranted.

Third, the Administrative Decision erred by assuming that the 2015 pass-through of \$91.72 continued between October 2020 and August 2023. The owner contends that the 2015 pass-through ended in May 2018. The tenant was advised of this in an email in October 2020. This erroneous assumption resulted in an award of \$3,192.35 in restitution that was not warranted.

Because the Hearing Officer did not hold a hearing, the owner did not have an opportunity to provide clarifying information or correct factual errors. In total, \$13,633.38 of the \$13,742.93 restitution award was based on incorrect information. The owner submitted a spreadsheet summarizing the rental history with their response. However, because capital improvement costs were passed through in three different amounts, the spreadsheet may have been difficult to follow.

The owner does not deny that the 2023 rent increase was issued without a RAP Notice, and agrees that the tenant is owed \$109.55 in restitution for overpayments between February 2023 and August 2023 based on the 2023 increase.

### **ISSUES**

1. Is there substantial evidence to support the Hearing Officer's calculations:
  - a. The 2016 rent increase was \$100.88 above the allowable amount of 10%?
  - b. The owner continued to charge the tenant for the 2015 pass-through after the amortization period ended, between October 2020 and August 2023?
  - c. The owner continued to charge the tenant for the 2016 pass-through after the amortization period ended, between October 2021 and August 2023?
2. Was the owner denied a sufficient opportunity to address the tenant's claims and provide their response prior to the issuance of the Administrative Decision?

## APPLICABLE LAW AND PAST BOARD DECISIONS

### Capital Improvement Pass-Throughs (2015-2016)

- A landlord can pass on a percentage of costs spent on capital improvements to a tenant through a rent increase. Prior to 2017, owners were not required to file a petition prior to imposing capital improvement pass-throughs, and pass-through amounts were subject to a 60-month (5-year) amortization period<sup>2</sup>. Rent Regulations, Appendix A (effective 2015).
- At the end of the 60-month period, the pass-through should expire. “The dollar amount of the rent increase justified by Capital Improvements shall be removed from the allowable rent in the sixty-first month or at the end of the extended amortization period.” Rent Regulations, Appendix A, sec. 10.2.3 (effective 2015).
- Capital improvement pass-throughs are differently from other types of rent increases in that they do not adjust the tenant’s *base rent*, but rather are treated separately. Any CPI adjustments that are made during the amortization period should be calculated using the tenant’s *base rent*, exclusive of the capital improvement pass-through.
- The total amount of any single rent increase cannot exceed 10%. OMC 8.22.070A2.

### Expiration of Amortization Period

- The Ordinance and Regulations do not specify exactly *how* the pass-through expires at the end of the amortization period—meaning, they do not require owners to provide a particular type of notice. The Regulations state that “[t]he dollar amount of the rent increase justified by Capital Improvements shall be removed from the allowable rent in the sixty-first month or at the end of the extended amortization period.” Regulations, Appendix A, 10.2.3.2 (effective 2015).
- “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.” Regulations, Appendix A, 10.2.5.1 (effective 2015).

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<sup>2</sup> Now, capital improvement pass-throughs are amortized over the useful life of the improvement, as set out in the amortization schedule included in the Regulations.

## Tenant Petition Filing Requirements

- A tenant may file a petition with RAP on the grounds that “[t]he owner fail[ed] to reduce rent on the month following the expiration of the amortization period for capital improvements[.]” OMC 8.22.090A1g.
- The Ordinance is silent on the filing deadline for challenging an owner’s failure to reduce rent at the end of an amortization period. However, the deadline for challenging the rent increase itself is subject to OMC 8.22.090A2, which states that a tenant must file the petition within 60 or 120 days after receiving the rent increase notice (if the owner provided a RAP Notice at the inception of the tenancy), or within 90 days after the owner first serves a RAP Notice if one was not provided at the inception of the tenancy.

### **RECOMMENDED OUTCOME**

The office of the City Attorney recommends that the Board remand the case to the Hearing Officer for recalculation of the restitution amount and a hearing on the issue of the expiration of the pass-throughs. It appears that the Administrative Decision contains calculation errors, particularly regarding the 2016 increase. It is also unclear from the record whether the owner failed to reduce the rent following expiration of the 2015 and 2016 capital improvement pass-throughs, and if this resulted in overpayment by the tenant.

The 2015 increase from \$1,105 to \$1,215 was an increase of \$110, or 9.95%<sup>3</sup>. Of the 9.95%, 1.7% (\$18.79) was based on CPI, with the remaining 8.25% (\$91.72) based on capital improvement pass-through. The 1.7% CPI (\$18.79) raised the base rent—exclusive of CI pass-through—from \$1,105 to \$1,123.79.

The 2016 increase from \$1,215<sup>4</sup> to \$1,337.05 was an increase of \$122.05, or 10%. The CPI at the time was 2%, which permitted a CPI increase of \$22.48.<sup>5</sup> The remaining \$99.57 of the increase (\$122.05 - \$22.48= \$99.57) could be attributed to a capital improvement pass-through. The 2% CPI increase (\$22.48) raised the base rent—exclusive of CI pass-through—from \$1,123.79 to \$1,146.27.

The Administrative Decision appears to calculate the 2016 increase incorrectly. The Decision states that the 2016 increase was 18.98%, rather than 10%. It also states that the capital improvement pass-through was \$190.79, rather than \$99.57. It appears that the Hearing Officer got the number \$190.79 from the owner’s excel spreadsheet. However, the petition, rent increase notice, and rent ledger submitted by the tenant all indicate that the 2016 increase was from \$1,215 to \$1,337.05, which is an increase of

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<sup>3</sup> The Administrative Decision rounds this up to 10%. However, the increase was technically 9.95%.

<sup>4</sup> The rent increase notice states that the rent was being increased from \$1,215.50. However, the tenant’s rent at the time was actually \$1,215.

<sup>5</sup> CPI increases are calculated using base rent, exclusive of any CI pass-through. Since the base rent was \$1,123.79, 2% amounted to \$22.48.

\$122.05, or 10%, which would have been permissible. It is unclear how the Hearing Officer arrived at \$190.79 and 18.98%, rather than \$99.57 and 10%, respectively. Since the 2016 increase does not exceed 10%, it appears to be valid.<sup>6</sup> Furthermore, the tenant is likely time-barred from contesting a rent increase from 2016.

The Administrative Decision also assumes that the 2015 and 2016 capital improvement pass-throughs (\$91.72 and \$99.57, respectively) remained in effect through August 2023. It appears that the tenant's rent remained \$1,337.05 between October 2016 and January 2023. During this time, the owner received RAP approval for a \$118.37 per month pass-through in 2018 and appears to have forgone any yearly increase based on CPI. It is not clear from the record whether the owner continued charging the tenant for the 2015 and 2016 pass-throughs after they expired, what the impact was of the 2018 hearing decision, and if the parties came to an agreement regarding the rental rate as suggested by the owner.

The City Attorney's office recommends that the matter be remanded for recalculation and a hearing, unless the Board finds that there is sufficient evidence in the record to issue an amended decision without a hearing. Given the complexity and differing or incomplete information contained in the petition and response alone, it is a good idea to at least allow a limited scope hearing to address the issue of overpayment and to determine the impact, if any, of the capital improvement pass-through approved in 2018.

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<sup>6</sup> Furthermore, a petition contesting a rent increase must be filed within 90 days after service of the rent increase notice. OMC 8.22.090A2.