

**HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD
FULL BOARD SPECIAL MEETING
May 12, 2022
5:00 P.M.
Meeting Will Be Conducted Via Zoom**

AGENDA

PUBLIC PARTICIPATION

The public may observe and/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: May 12, 2022 5:00 PM Pacific Time (US and Canada)

Topic: HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD FULL BOARD MEETING- May 12, 2022

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/84442731309>

Or One tap mobile :

US: +16699009128,,84442731309# or +13462487799,,84442731309#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 669 900 9128 or +1 346 248 7799 or +1 253 215 8782 or +1 301 715 8592 or +1 312 626 6799 or +1 646 558 8656

Webinar ID: 844 4273 1309

International numbers available: <https://us02web.zoom.us/j/kczWY6ZaI7>

COMMENT:

There are two ways to submit public comments.

- To comment by Zoom video conference, click the “Raise Your Hand” button to request to speak when Public Comment is being taken on an eligible agenda item at the beginning of the meeting. You will be permitted to speak during your turn, allowed to comment, and after the allotted time, re-muted. Instructions on how to “Raise Your Hand” are available [here](#).
- To comment by phone, please call on one of the above listed phone numbers. You will be prompted to “Raise Your Hand” by pressing “*9” to speak when Public Comment is taken. You will be permitted to speak during your turn, allowed to comment, and after the allotted time, re-muted. Please unmute yourself by pressing “*6”.

If you have any questions, please email hearingsunit@oaklandca.gov.

HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD SPECIAL 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. Renewal: Adoption of AB 361 Resolution (pp. 4-6)
5. APPEALS*
 - a. T18-0018, Sund v. Vernon Street Apartments (pp. 8-314)
 - b. L19-0257, Underwood v. Tenants (pp. 315-348)
 - c. T19-0326, Williams v. Crane Management (pp. 349-407)
6. SCHEDULING AND REPORTS
7. INFORMATION AND ANNOUNCEMENTS
8. RESOLUTION IN SUPPORT OF COUNCILMEMBER FIFE'S ORDINANCE TO MODIFY CPI RENT ADJUSTMENT (p. 7)
9. EVICTION MORATORIUM RESOLUTION DISCUSSION
10. OPEN FORUM
11. ADJOURNMENT

Note: Appeal parties do not need to comment on their case during public comment or open forum.

**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 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 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 或致電 (510) 238-3721 或711 California relay service.

OAKLAND HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD (HRRRB)

RESOLUTION NO. _____

ADOPT A RESOLUTION DETERMINING THAT CONDUCTING IN-PERSON MEETINGS OF THE HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD (HRRRB) AND ITS COMMITTEES WOULD PRESENT IMMINENT RISKS TO ATTENDEES' HEALTH, AND ELECTING TO CONTINUE CONDUCTING MEETINGS USING TELECONFERENCING IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 54953(e), A PROVISION OF AB-361.

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a state of emergency related to COVID-19, pursuant to Government Code Section 8625, and such declaration has not been lifted or rescinded. *See* <https://www.gov.ca.gov/wp-content/uploads/2020/03/3.4.20-Coronavirus-SOE-Proclamation.pdf>; and

WHEREAS, on March 9, 2020, the City Administrator in their capacity as the Director of the Emergency Operations Center (EOC), issued a proclamation of local emergency due to the spread of COVID-19 in Oakland, and on March 12, 2020, the City Council passed Resolution No. 88075 C.M.S. ratifying the proclamation of local emergency pursuant to Oakland Municipal Code (O.M.C.) section 8.50.050(C); and

WHEREAS, City Council Resolution No. 88075 remains in full force and effect to date; and

WHEREAS, the Centers for Disease Control (CDC) recommends physical distancing of at least six (6) feet whenever possible, avoiding crowds, and avoiding spaces that do not offer fresh air from the outdoors, particularly for people who are not fully vaccinated or who are at higher risk of getting very sick from COVID-19. *See* <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html>; and

WHEREAS, the CDC recommends that people who live with unvaccinated people avoid activities that make physical distancing hard. *See* <https://www.cdc.gov/coronavirus/2019-ncov/your-health/about-covid-19/caring-for-children/families.html>; and

WHEREAS, the CDC recommends that older adults limit in-person interactions as much as possible, particularly when indoors. *See* <https://www.cdc.gov/aging/covid19/covid19-older-adults.html>; and

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WHEREAS, the CDC, the California Department of Public Health, and the Alameda County Public Health Department all recommend that people experiencing COVID-19 symptoms stay home. *See* <https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/steps-when-sick.html>; and

WHEREAS, persons without symptoms may be able to spread the COVID-19 virus. *See* <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html>; and

WHEREAS, fully vaccinated persons who become infected with the COVID-19 Delta variant can spread the virus to others. *See* <https://www.cdc.gov/coronavirus/2019-ncov/vaccines/fully-vaccinated.html>; and

WHEREAS, the City's public-meeting facilities are indoor facilities that do not ensure circulation of fresh / outdoor air, particularly during periods of cold and/or rainy weather, and were not designed to ensure that attendees can remain six (6) feet apart; and

WHEREAS, holding in-person meetings would encourage community members to come to City facilities to participate in local government, and some of them would be at high risk of getting very sick from COVID-19 and/or would live with someone who is at high risk; and

WHEREAS, in-person meetings would tempt community members who are experiencing COVID-19 symptoms to leave their homes in order to come to City facilities and participate in local government; and

WHEREAS, attendees would use ride-share services and/or public transit to travel to in-person meetings, thereby putting them in close and prolonged contact with additional people outside of their households; and

WHEREAS, on October 14 and December 9, 2021; January 27, February 10, March 10, and April 14, 2022, the Housing, Residential Rent and Relocation Board (HRRRB) adopted a resolution determining that conducting in-person meetings would present imminent risks to attendees' health, and electing to continue conducting meetings using teleconferencing in accordance with California Government Code Section 54953(e), a provision of AB-361; now therefore be it:

RESOLVED: that the Housing, Residential Rent and Relocation Board (HRRRB) finds and determines that the foregoing recitals are true and correct and hereby adopts and incorporates them into this resolution; and be it

FURTHER RESOLVED: that, based on these determinations and consistent with federal, state and local health guidance, the Housing, Residential Rent and Relocation Board (HRRRB) renews its determination that conducting in-person meetings would pose imminent risks to the health of attendees; and be it

FURTHER RESOLVED: that the Housing, Residential Rent and Relocation Board (HRRRB) firmly believes that the community's health and safety and the community's right to

participate in local government, are both critically important, and is committed to balancing the two by continuing to use teleconferencing to conduct public meetings, in accordance with California Government Code Section 54953(e), a provision of AB-361; and be it

FURTHER RESOLVED: that the Housing, Residential Rent and Relocation Board (HRRRB) will renew these (or similar) findings at least every thirty (30) days in accordance with California Government Code section 54953(e) until the state of emergency related to COVID-19 has been lifted, or the Housing, Residential Rent and Relocation Board (HRRRB) finds that in-person meetings no longer pose imminent risks to the health of attendees, whichever occurs first.

OAKLAND HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD (HRRRB)

RESOLUTION NO. _____ C.M.S.

RESOLUTION IN SUPPORT OF COUNCILMEMBER FIFE'S ORDINANCE TO MODIFY CPI RENT ADJUSTMENT

WHEREAS, The Board may make recommendations to the City Council or appropriate City Council committee pertaining to O.M.C. 8.22 et seq. or City housing policy when requested to do so by the City Council or when the Board otherwise acts to do so pursuant to O.M.C. 8.22.040.D.4; and

WHEREAS, without action from the City Council the annual allowable rent increase for covered units subject to the City of Oakland's rent ordinance will be 6.7% effective July 1, 2022 until June 30, 2023; and

WHEREAS, many Oakland renters and property owners are still dealing with the economic impact of the Covid-19 pandemic; and

WHEREAS, financial rental assistance disbursements have experienced significant delays ; and

WHEREAS, an effective 6.7% annual rent increase from July 1, 2022 until June 30, 2023 would further compound any rent debts already accrued as a result of the Covid-19 pandemic and delayed rental assistance; and

WHEREAS, Oakland City Councilmember Fife introduced an Ordinance that would limit the CPI adjustment to 60% of the percentage increase in the Consumer Price Index or 3%, whichever is lower; now, therefore, be it

RESOLVED: That the Board supports the ordinance introduced by Councilmember Fife and recommends the City Council adopts such an ordinance to help prevent further displacement of Oakland renters.

CHRONOLOGICAL CASE REPORT

Case No.: T18-0018

Case Name: Sund v. Vernon Street Apartments, LP aka Flynn Family Holdings, LLC

Property Address: 633 Alma Avenue, #5, Oakland, CA 94610

Parties: Jessica Sund (Tenant)
Paul Kranz (Tenant Representative)
Vernon Street Apartments, LP
aka Flynn Family Holdings, LLC (Owner)
Thomas Preston (Property Manager)
Ursula Morales (Property Manager)
Gregory McConnell (Owner Representative)
JR McConnell (Owner Representative)

TENANT APPEAL:

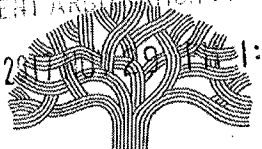
| <u>Activity</u> | <u>Date</u> |
|---------------------------------|-----------------------|
| Tenant Petition filed | November 29, 2017 |
| Owner Response filed | April 2, 2018 |
| Owner Memo & Exhibits submitted | May 22, 2018 |
| Tenant Exhibits submitted | May 23, 2018 |
| Hearing Date | May 30 & June 4, 2018 |
| Hearing Decision mailed | December 20, 2018 |

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|--|--------------------|
| Tenant Appeal filed | January 9, 2019 |
| Tenant Appeal Brief submitted | January 24, 2019 |
| Tenant Appeal Brief submitted | January 29, 2019 |
| Order Re Appeal Hearing mailed | May 9, 2019 |
| Request to Change Date of Proceeding | July 1, 2019 |
| Order Re Appeal Hearing mailed | July 2, 2019 |
| Request to Postpone Appeal Hearing | September 9, 2020 |
| Request to Change Date of Proceeding | September 11, 2019 |
| Request to Change Date of Proceeding | September 17, 2019 |
| Order Granting Request to Change Hearing Date mailed | September 24, 2019 |
| Order Re Appeal Hearing mailed | March 12, 2020 |
| Appeal Hearing Date | April 22, 2021 |
| Appeal Decision mailed | May 21, 2021 |
| Remand Decision mailed | January 25, 2022 |
| Tenant Appeal filed | February 14, 2022 |

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T18-0018 RC/MA

| | |
|---|---|
|  <p>CITY OF OAKLAND RENT ADJUSTMENT PROGRAM P.O. Box 70243 Oakland, CA 94612-0243 (510) 238-3721</p> | <p>For date stamp.</p> <p style="text-align: center;"><u>TENANT PETITION</u></p> |
|---|---|

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

Please print legibly

| | | |
|--|---|----------------------------------|
| Your Name Jessica Sund | Rental Address (with zip code) 633 Alma Avenue, #5 Oakland, CA 94610 | Telephone: 510-206-5436 |
| | | E-mail: |
| Your Representative's Name Paul Kranz | Mailing Address (with zip code) 639 San Gabriel Avenue Albany CA 94706 | Telephone: 510-549-5900 |
| | | Email: kranzlaw@sbcglobal.net |
| Property Owner(s) name(s) Vernon Street Apartments, LP aka Flynn Family Holdings, LLC | Mailing Address (with zip code) C/O Russell B. Flynn 1717 Powell Street, Suite 300 San Francisco, CA 94133 | Telephone: |
| | | Email: |
| Property Manager or Management Co. (if applicable) Ursula Morales, Resident Manager | Mailing Address (with zip code) 633 Alma Avenue Oakland, CA 94619 | Telephone: 925-705-3461 |
| | | Email: 633alma@gmail.com |

Number of units on the property: 18 Thomas Preston, Property Supervisor; 415-385-3113

| | | | |
|---|---|--------------------------------------|---|
| Type of unit you rent (check one) | <input type="checkbox"/> House | <input type="checkbox"/> Condominium | <input checked="" type="checkbox"/> Apartment, Room, or Live-Work |
| Are you current on your rent? (check one) | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | |

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

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

| | |
|-------------------------------------|---|
| <input type="checkbox"/> | (a) The CPI and/or banked rent increase notice I was given was calculated incorrectly. |
| <input checked="" type="checkbox"/> | (b) The increase(s) exceed(s) the CPI Adjustment and is (are) unjustified or is (are) greater than 10%. |
| <input type="checkbox"/> | (c) I received a rent increase notice before the property owner received approval from the Rent Adjustment Program for such an increase and the rent increase exceeds the CPI Adjustment. |

RENT PETITION
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| | |
|---|--|
| | (d) No written notice of Rent Program was given to me together with the notice of increase(s) I am contesting. (Only for increases noticed after July 26, 2000.) |
| | (e) The property owner did not give me the required form "Notice of the Rent Adjustment Program" at least 6 months before the effective date of the rent increase(s). |
| | (f) The rent increase notice(s) was (were) not given to me in compliance with State law. |
| | (g) The increase I am contesting is the second increase in my rent in a 12-month period. |
| | (h) There is a current health, safety, fire, or building code violation in my unit, or there are serious problems with the conditions in the unit because the owner failed to do requested repair and maintenance. (Complete Section III on following page) |
| | (i) The owner is providing me with fewer housing services than I received previously or is charging me for services originally paid by the owner. (OMC 8.22.070(F): A decrease in housing services is considered an increase in rent. A tenant may petition for a rent adjustment based on a decrease in housing services.) (Complete Section III on following page) |
| | (j) My rent was not reduced after a prior rent increase period for a Capital Improvement had expired. |
| ✓ | (k) The proposed rent increase would exceed an overall increase of 30% in 5 years. (The 5-year period begins with rent increases noticed on or after August 1, 2014). |
| ✓ | (l) I wish to contest an exemption from the Rent Adjustment Ordinance because the exemption was based on fraud or mistake. (OMC 8.22, Article I) <u>Unit is not exempt under Costa-Hawkins*</u> |
| | (m) The owner did not give me a summary of the justification(s) for the increase despite my written request. |
| | (n) The rent was raised <u>illegally</u> after the unit was vacated as set forth under OMC 8.22.080. |

* See Notice of Change to Terms of Tenancy (Attachment 1)

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

Date you moved into the Unit: 7/10/08 Initial Rent: \$ 895.00 /month

When did the owner first provide you with the RAP NOTICE, a written NOTICE TO TENANTS of the existence of the Rent Adjustment Program? Date: No later than . If never provided, enter "Never."
2014-2015 or thereabout

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

List all rent increases that you want to challenge. Begin with the most recent and work backwards. If you need additional space, please attach another sheet. If you never received the RAP Notice you can contest all past increases. You must check "Yes" next to each increase that you are challenging.

| Date you received the notice (mo/day/year) | Date increase goes into effect (mo/day/year) | Monthly rent increase | | Are you Contesting this Increase in this Petition?* | Did You Receive a Rent Program Notice With the Notice Of Increase? |
|--|--|-----------------------|------------|---|---|
| | | From | To | | |
| On or about | 12/1/17 | \$ 908.67 | \$ 2095.00 | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 9/6/17 | | \$ | \$ | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | | \$ | \$ | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | | \$ | \$ | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | | \$ | \$ | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | | \$ | \$ | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |

* You have 90 days from the date of notice of increase or from the first date you received written notice of the existence of the Rent Adjustment program (whichever is later) to contest a rent increase. (O.M.C. 8.22.090 A 2) If you did not receive a *RAP Notice* with the rent increase you are contesting but have received it in the past, you have 120 days to file a petition. (O.M.C. 8.22.090 A 3)

Have you ever filed a petition for this rental unit?

- Yes
 No

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

III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:

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

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

If you answered "Yes" to any of the above, or if you checked box (h) or (i) on page 2, please attach a separate sheet listing a description of the reduced service(s) and problem(s). Be sure to include the following:

- 1) a list of the lost housing service(s) or problem(s);
- 2) the date the loss(es) or problem(s) began or the date you began paying for the service(s)
- 3) when you notified the owner of the problem(s); and
- 4) how you calculate the dollar value of lost service(s) or problem(s).

Please attach documentary evidence if available.

You have the option to have a City inspector come to your unit and inspect for any code violation. To make an appointment, call the City of Oakland, Code of Compliance Unit at (510) 238-3381.

IV. VERIFICATION: The tenant must sign:

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

Grund
Tenant's Signature

11/29/17
Date

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

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

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

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

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

Tenant's Signature

Date

VI. IMPORTANT INFORMATION:

Time to File

This form must be **received** at the offices of the Rent Adjustment Program ("RAP") within the time limit for filing a petition set out in the Rent Adjustment Ordinance (Oakland Municipal Code, Chapter 8.22). RAP staff cannot grant an extension of time by phone to file your petition. **Ways to Submit.** **Mail to:** Oakland Rent Adjustment Program, P.O. Box 70243, Oakland, CA 94612; **In person:** Date stamp and deposit in Rent Adjustment Drop-Box, Housing Assistance Center, Dalziel Building, 250 Frank H. Ogawa Plaza, 6th Floor, Oakland; **RAP Online Petitioning System:** <http://rapwp.oaklandnet.com/petition-forms/>. For more information, please call: (510) 238-3721.

File Review

Your property owner(s) will be required to file a response to this petition with the Rent Adjustment office within 35 days of notification by the Rent Adjustment Program. When it is received, the RAP office will send you a copy of the Property Owner's Response form. Any attachments or supporting documentation from the owner will be available for review in the RAP office by appointment. To schedule a file review, please call the Rent Adjustment Program office at (510) 238-3721. If you filed your petition at the RAP Online Petitioning System, the owner may use the online system to submit the owner response and attachments, which would be accessible there for your review.

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



Printed form provided by the owner



Pamphlet distributed by the Rent Adjustment Program



Legal services or community organization



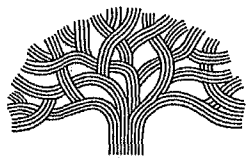
Sign on bus or bus shelter



Rent Adjustment Program web site



Other (describe): _____



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

For date stamp: RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
2018 APR -2 PM 4:04
PROPERTY OWNER
RESPONSE

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

CASE NUMBER T 18-0018

| | | |
|--|---|---|
| Your Name Lucky Stewart Ursula Morales Alma Apartments, LP | Complete Address (with zip code) 1717 Powell St. #300 San Francisco, CA 94133 | Telephone: 415-434-9700 |
| | | Email: sfbuildings@gmail.com |
| Your Representative's Name (if any) Gregory McConnell JR McConnell The McConnell Group | Complete Address (with zip code) 300 Frank Ogawa Plaza #460 Oakland, CA 94607 | Telephone: 510-834-0400 |
| | | Email: gmc@themcconnellgroup.com jr@themcconnellgroup.com |
| Tenant(s) Name(s) Jessica Sund | Complete Address (with zip code) 633 Alma Ave. #5 Oakland, CA 94610 | |
| Property Address (If the property has more than one address, list all addresses) 633 Alma Ave., Oakland, CA 94610 | | Total number of units on property 18 |

Have you paid for your Oakland Business License? Yes No Lic. Number: 00197907
The property owner must have a current Oakland Business License. If it is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. **Please provide proof of payment.**

** Documentation will be submitted prior to hearing

Have you paid the current year's Rent Program Service Fee (\$68 per unit)? Yes No APN: 23-467-5
The property owner must be current on payment of the RAP Service Fee. If the fee is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. **Please provide proof of payment.**

** Documentation will be submitted prior to hearing

Date on which you acquired the building: 06/ / 17.

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

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

I. JUSTIFICATION FOR RENT INCREASE You must check the appropriate box for each increase greater than the Annual CPI adjustment contested in the For the detailed text of these justifications, see Oakland Municipal Code Chapter

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

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

| <u>Date of Contested Increase</u> | <u>Banking (deferred annual increases)</u> | <u>Increased Housing Service Costs</u> | <u>Capital Improvements</u> | <u>Uninsured Repair Costs</u> | <u>Debt Service</u> | <u>Fair Return</u> |
|-----------------------------------|--|--|-----------------------------|-------------------------------|--------------------------|--------------------------|
| 12/1/17 | ** <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

** Costa - Hawkins. Please see attachment
If you are justifying additional contested increases, please attach a separate sheet.

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

The tenant moved into the rental unit on _____.

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

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

If yes, on what date was the Notice first given? _____

Is the tenant current on the rent? Yes _____ No _____

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

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

III. EXEMPTION

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

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

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

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

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

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

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

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

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

IV. DECREASED HOUSING SERVICES

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

V. VERIFICATION

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

Property Owner's Signature

4/2/18

Date

IMPORTANT INFORMATION:

Time to File

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

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

File Review

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

Mediation Program

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

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

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

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

Property Owner's Signature

Date

T18-0018 Sund v. Vernon St. Apartments (Alma Apartments, LP)

Attachment A

The owner contests the tenant petition and respectfully responds by saying that the tenant is entitled to no relief under the petition.

This is a Costa-Hawkins rent increase. The original occupant no longer maintains this unit as their primary place of residence.

Owner denies all allegations in the petition and Owner reserves the right to supplement this response with testimony at hearing and evidentiary documentation prior to hearing, per RAP regulations.

RECEIVED
CITY OF SEATTLE
REGISTRATION
2018 APR -2 PM 1:04

OWNER
RESPONSE
CMT/BJ

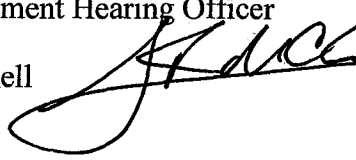
000018



THE McCONNELL GROUP
Consultants and Advocates

2018 MAY 22 PM 1:03

Memorandum

To: Rent Adjustment Hearing Officer
From: JR McConnell 
Date: 5/22/2018
Subject: Additional documentation re: T18-0018

Please find the following additional evidentiary documentation in support of Owner position:

| Item | Page # |
|---|--------|
| 1. Investigator's Report - Jessica Sund | 1 |
| 2. Investigator's Report - Cory Hamrick | 53 |
| 3. Declaration of Onsite Manager | 64 |
| 4. Notice of Increase - 11/6/17 | 65 |
| 5. Lease | 68 |
| 6. Estoppel | 86 |
| 7. Estoppel -amended | 87 |
| 8. Correspondence with Tennant | |
| i) Letter to Sund - 8/22/17 | 89 |
| ii) Email from Sund | 90 |
| iii) Voicemail from Sund | 91 |
| iv) Letter to Sund - 8/28/17 | 92 |
| 9. Proofs of Payment | |
| i) Business License | 93 |
| ii) RAP fee | 94 |

Thank you.

May 20, 2018

Re: Sund, Jessica Maggie - 633 Alma #5

DATA SEARCHES RE: JESSICA MAGGIE SUND

DOB: 01/XX/1976

SSN: 556-83-XXXX issued in California in 1985.

CONCLUSIONS:

It is known to the landlord, and not contested in this matter, that Tenant, Jessica M. Sund had a child in late 2017 with her partner, Cory Hamrick. Evidence of this fact is also found in the findings of this report. In light of this uncontested fact and the findings contained in this report, a preponderance of the evidence supports a conclusion that Jessica Sund's permanent place of residence is not the subject property, 633 Alma Avenue, Apt. 5, Oakland, CA, but rather is 3024 California Street, Oakland, CA 94602. Specific evidence supporting this conclusion includes the following:

1) A review of findings in three Address History databases for Ms. Sund identified 3024 California Street, Oakland, CA 94602 as Ms. Sund's only current address. California St. is reported as recently as 5/18/2018, while the most recent reporting date for Alma Avenue in any of the databases is 12/5/2017. Further, the August, 2017 initial reporting date for California Street is much more recent than the 8/28/2008 initial reporting date for Alma Avenue indicating Ms. Sund's residency at California St. is a much more recent development, and therefore more likely her current residence (Pages 9-15).

2) A baby registry – the bump.com – identified Ms. Sund as expecting a child with a due date of Oct 25, 2017, location - Oakland, CA. . A link at the page, present in December , 2017, but no longer present - – jgt/gifts/baby-girl-hamrick – associated the child with Cory Hamrick. The due date of Ms. Sund's and Mr. Hamrick's child is consistent with the September/October initial reporting dates for Ms. Sund at 3024 California Street, Oakland, CA in Address History databases (Pages 35-36).

3) A Residence History Database for 3024 California Street, Oakland, CA 94602 reported Cory T. Hamrick, reported dates of 05/04/1999-12/05/2017 and Jessica M. Sund, reported dates of 07/01/2017-07/01/2017 as current tenants (Pages 51-53).

4) That Jessica Sund's partner, and the father of her child, Mr. Cory T. Hamrick's current principle place of residence 3024 California Street, Oakland, CA 94602 is evidenced by the following: Address History Databases identify 3024 California Street, Oakland, CA 94602 as Mr. Hamrick's sole current address, with reporting dates 4/1999 – 3/27/2018; Cory Hamrick is the current owner of the property, a Homestead Exemption is on file and the Tax Assessor's mailing address of record is the same as the property address - 3024 California St., Oakland, CA 94602; Mr. Hamrick is currently registered to vote at 3024 California St., Oakland, CA 94602 (see attached Cory Hamrick Datasearches Report).

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SUMMARY:

ADDRESS HISTORY

Address History Databases identify 3024 California Street, Oakland, CA 94602 as Ms. Sund's current address. Three different Address Databases were reviewed on 12/5/2017 and again on 5/18/2018. Findings on the two dates were as follows:

Database #1:

12/5/2017: Two current addresses were reported: The subject address, 633 Alma Avenue, Apt. 5, Oakland, CA, reporting dates – 9/25/2011 and 10/2/2005 -11/03/2017; and a second address – 3024 California Street, Oakland, CA 94602, reporting dates - 08/31/2017-12/05/2017.

5/18/18: One current addresses was reported: 3024 California Street, Oakland, CA 94602, reporting dates – 10/2005-5/182018. The reporting dates for the subject address, 633 Alma Avenue, Apt. 5, Oakland, CA, were 10/2/2005 -11/03/2017. NOTE: The sudden appearance of an identical initial reporting date of 10/2005 for both addresses in the 5/18/18 datasearch indicates that this 10/2005 initial reporting date for both properties is due to a database error, and the original initial reporting dates identified on 12/5/2017 of 9/25/2011 for 633 Alma Avenue and 08/31/2017 for 3024 California Street are the more reliable dates.

Database #2:

12/5/2017: One current addresses was reported: The subject address, 633 Alma Avenue, Apt. 5, Oakland, CA, reporting dates – 9/2017.

5/18/18: Two addresses were reported: The subject address, 633 Alma Avenue, Apt. 5, Oakland, CA, reporting dates – 9/2017 and a second address – 3024 California Street, Oakland, CA 94602, reporting dates, 9/2017

Database #3:

12/5/2017: One current addresses was reported: The subject address, 633 Alma Avenue, Apt. 5, Oakland, CA, reporting dates – 8/28/2008 – 12/5/2017.

5/18/2018: One current addresses was reported: 3024 California Street, Oakland, CA 94602, reporting dates – 8/31/2017-5/19/2018. The reporting dates for the subject address, 633 Alma Avenue, Apt. 5, Oakland, CA, remained the same as on 15/5/2017 – 8/28/2008 – 12/5/2017.

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PAGE 2

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000021

The following findings from the above database records indicate Ms. Sund has transitioned from her residency at the subject address to a current residence at 3024 California Street, Oakland, CA 94602:

- **Initial Reporting Dates** - The initial reporting dates for 3024 California Street, Oakland, CA 94602 are August and September, 2017, while initial reporting dates for the subject property date back to 8/28/2008. The much more recent initial reporting dates for 3024 California Street, Oakland, CA 94602 document Ms. Sund's residency at the address as a much more recent development, and therefore more likely her current residence. NOTE: See above discussion of the multiple initial reporting dates for both properties in Database #1.

- **Current Reporting Dates** - Two of the three databases report 3024 California Street, Oakland, CA 94602 as recently as 5/18/2018, while the most recent reporting date for 633 Alma Avenue, Apt. 5, Oakland, CA in any of the databases is 12/5/2017.

- The reporting of 3024 California Street, Oakland, CA 94602 in only one database during the initial searches of 12/5/2017 and the subsequent reporting of the address in all three databases during the searches of 5/18/2018 is also consistent with the appearance of new addresses in the Address History Databases. The databases are derived in chief from the three major credit bureaus (Equifax, Experian and TransUnion). New or updated address information is received by the clients of the bureaus - credit granting businesses, who in turn report periodically to the bureaus. Reporting periods vary between business from as little as 30 days to upwards of six months. Thus there is always a lag time in the reporting between the initial gathering of the information by the client companies and their periodic reporting to the bureaus. The gradual appearance of the California St. address in only one database in December, 2017 and subsequent in all three bureaus in May, 2018 is consistent with the appearance of newly reported addresses in this process.

(See pages 9-15)

TELEPHONE NUMBER DATABASES

Online contact of the Directory Assistance (411) on December 7, 2017 identified no listings under Jessica Sund in Oakland, CA.

On 12/5/2017 a cell number - (510) 206-5436, was identified in an undated database record as associated with Jessica Sund at the 6138 Park Avenue, Richmond, CA, 633 Alma Avenue, Apt. 5, Oakland, CA and 886 Cleveland Street, Apt. 11, Oakland, CA address (Phones Plus 1 -3). An online search of the 411 Directory Assistance found no information available for that number.

(See pages 15-16)

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PAGE 3

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000022

UTILITIES

Utilities databases identified no account associated with Jessica Sund.

REAL PROPERTY OWNERSHIP RECORDS

A search of California real property ownership records statewide, and jurisdictions available on-line nationwide, identified no records of property ownership associated with Jessica Sund. On March 27, 2018, a telephone contact of the Alameda County Assessor's office identified Cory Hamrick as the property owner of 3024 California Street, Oakland, CA (see also Cory Hamrick Datasearch Report). The Assessor found no property records were found under Jessica Sund.

ALAMEDA COUNTY RECORDER INDEXES:

A search of Alameda County Recorder's indexes, identified no recordings under Jessica Sund.

CALIFORNIA DMV RECORDS:

A search of California Department of Motor Vehicle driving records identified a current California license for Jessica Maggie Sund, issued 01/03/2013, expiration – 01/06/2023. One violation was noted, a 10/12/2016 - Driving while using wireless telephone. The citation was issued while driving vehicle license plate - 3JBL110 (Record #1).

An inquiry of California DMV vehicle registration records keyed to the subject address identified a 1994 Toyota – license plate 3JBL110 registered to Jessica Sund at 633 Alma Avenue, Oakland, CA (Record #2). A record keyed to 3024 California Street, Oakland, CA identified no vehicle registered to Jessica Sund (Record #3). NOTE: The current registration expiration date for Ms. Sund's 1994 Toyota is 6/2/2108, indicating that the vehicle was renewed on 6/2/2017.

(See pages 16-18)

VEHICLE SIGHTINGS:

A nationwide search of the license plates keyed to abovementioned license plate numbers identified eight sightings of license plate 3JBL110 between February 28, 2011 and October 18, 2015. One sighting was in El Sobrante, CA on October 18, 2015 (Record #1); one sighting was in Alameda, CA on August 1, 2013 (Record #4); three sightings were in Oakland, CA between February 28, 2012 and October 31, 2013 (Records #3, 6 & 8); and the remaining three sightings were in the immediate vicinity of 633 Alma

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PAGE 4

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000023

Avenue, Oakland, CA between March 11, 2013 and March 20, 2014. The sightings were between the hours of 10:31pm and 12:21 am (Records #2, 5 & 7).

(See pages 18-23)

VOTER REGISTRATION:

On December 7, 2017, an online search of Alameda Voter Registration records keyed to Date of Birth: 01/XX/1976 and Last 4 SSN: XXXX; identified no records (Record #1).

On December 7, 2017, an online search of Contra Costa County Voter Registration records keyed to First Name: Jessica; Last Name: Sund and Date of Birth: 01/XX/1976; identified no record (Record #2).

Archived database records identified two voter registrations for Jessica Sund: At 633 Alma Avenue, Apt. 5, Oakland, CA. Date of registration was 10/01/2008 and (Record #3) At 6138 Park Avenue, Richmond, CA. No date of registration was available, however the address is reported in Address History databases for Ms. Sund from 2005 to 2011. (Record #4).

(See pages 24-27)

BUSINESS ENTITIES/EMPLOYMENT RECORDS:

A search of California Secretary of State Corporation, LLC, and Limited Partnership records, California Fictitious Business Name (FBN) Records, California Board of Equalization Records, Employment and Corporate Affiliation Databases, California Department of Consumer Affairs Professional License Records – including the State Contractors Licensing Board and Uniform Commercial Code (UCC) identified two Employment Association records: 1) An undated record associating Ms. Sund with Stem2Bloom, 633 Alma Ave., Apt 5, Oakland, CA 94610; and 7/31/2012 record associating Ms. s/und with Prudential Penfed Realty, Clarkesville, TN.

(See pages 27-28)

LIENS & JUDGMENTS:

No record of any judgments or liens recorded against Jessica Sund were identified in liens and judgment databases.

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PAGE 5

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000024

CALIFORNIA SUPERIOR COURT CIVIL RECORDS:

A search of California Superior Court Civil indexes, available on-line, including Jessica Sund's known counties of residence Alameda County and Contra Costa County identified one record in Alameda County – Case Number: RG16842109, Title: Sund v City of Oakland, Filing Date: 12/12/2016. A PI/PD/WD claim that is continuing as status is "Hearing Reset to Civil Pre-Trial Settlement Conference 01/24/2019 09:00 AM"

(See pages 28-33)

CALIFORNIA SUPERIOR COURT CRIMINAL RECORDS:

A search of California Superior Court Criminal indexes, available on-line identified no records. NOTE: Alameda County and Contra Costa Criminal Court filings are not available online.

ARIZONA SUPERIOR COURT CIVIL & CRIMINAL RECORDS:

A search of Arizona Superior Court Civil & Criminal indexes, available on-line, including Jessica Sund's known county of residence – Maricopa County, identified no records.

NATIONWIDE FEDERAL BANKRUPTCY, CIVIL AND CRIMINAL COURT RECORDS:

A search of on-line Federal Bankruptcy, Civil, and Criminal court records nationwide identified one record under Jessica Sund. The record was eliminated through non-matching social security number, spouse, address, other identifier or as having been filed in a jurisdiction remote from Jessica Sund's known address history.

INTERNET SEARCHES:

Online search engine inquiries and searches of social and professional networking websites identified the following records re: Jessica Sund:

Record #1: A baby registry – the bump.com - for Jessica Sund identified a due date: Oct 25, 2017 and the location as Oakland, CA. A link at the page, present in December of 2017, but no longer present associated the child with Cory Hamrick – [jgt/gifts/baby-girl-hamrick](#). The link is highlighted in the below record. Record #1: A baby registry – the bump.com - for Jessica Sund identified a due date: Oct 25, 2017 and the location as Oakland, CA. A link at the page, present in December of 2017, but no longer present associated the child with Cory Hamrick – [jgt/gifts/baby-girl-hamrick](#). The link is highlighted in the below record.

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PAGE 6

CONFIDENTIAL ATTORNEY WORK PRODUCT

000025

Record #2: An undated Nuwber website listing identifying a number for Jessica M. Sund – (510) 306-5436 with an address of 633 Alma Avenue, Oakland, CA. The site identifies Ms. Sund’s previous location as Richmond, CA 94801.

Record #3: A LinkedIn page for Jessica Sund which identified herself as an Intervention Specialist at American Indian Model School in Oakland, CA from July 2016 – Present. The Experience section also identifies here as “Owner & Founder, STEM2Bloom.com, Dec 2015 – Present...San Francisco Bay Area”.

Record #4 & 4A: The website for Stem2Bloom for which Ms. Sund is “Owner & Founder” per her LinkedIn page. The site promotes a Preschool through 3rd grade curriculum developed by Ms. Sund. In a bio page at the site Ms. Sund “I have developed and taught science and nutrition curriculum for the University of CA Agriculture and Natural Resource Division in conjunction with Oakland Unified School District State Preschools and Child Development Centers for their Sustainable Nutrition Urban Garden Program as well as for De Colores Head Start... I've taught middle and high school students in math, helping them reach their goals and move beyond limitations. ... I also integrate my extensive classical training from Oakland Ballet into my lessons as a way to inspire children to build somatic connections to the subject matter, using creative movement as a catalyst...” No residence information is referenced. A Google site map at the website has a pin placement for the business location at 2640 College Ave., Berkeley, CA 94704, the location of the Berkeley Playhouse.

Record #5: The website for American Indian Model Schools. Ms. Sund’s LinkedIn page states that she is an “Intervention Specialist at American Indian Model School in Oakland, CA from July 2016 – Present”. A search of the Staff page at the site found no reference to Ms. Sund. The entity is addressed at 171 12th St., Oakland, CA 94607.

(See pages 34-43)

RESIDENT HISTORY FOR 633 ALMA AVENUE, #5, OAKLAND, CA 94610:

A search keyed to 633 Alma Avenue, #5, Oakland, CA 94610 identified three residents currently associated with the address.

John S. Schonborn with reported dates of 08/1986-12/05/2017
Therese Karlsson with reported dates of 02/13/2007-12/05/2017
Jessica Sund with reported dates of 10/2005-12/05/2017
Irma Lee Fink with reported dates of 12/1996-12/2017

(See pages 44-49)

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PAGE 7

RESIDENT HISTORY FOR 3024 CALIFORNIA STREET, OAKLAND, CA 94602:

A search keyed to 3024 California Street, Oakland, CA identified three residents currently associated with the address:

Cory T. Hamrick with reported dates of 05/04/1999-12/05/2017

Erica Winn with reported dates of 11/05/2012-11/28/2017

Jessica M. Sund with reported dates of 07/01/2017-07/01/2017

No evidence a relationship, or bearing on the nature of an association, between Cory T. Hamrick, DOB 1/7/1967, and Ms. Sund was identified in social media, or other sources.

(See pages 50-52)

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PAGE 8

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000027

SUBJECT INFO:

Name: Jessica Maggie Sund
DOB: 01/XX/1976
SSN: 556-83-XXXX issued in California in 1985.

ADDRESS HISTORY

Address History Databases identify 3024 California Street, Oakland, CA 94602 as Ms. Sund's current address. Three different Address Databases were reviewed on 12/5/2017 and again on 5/18/2018. Findings on the two dates were as follows:

Database #1:

12/5/2017: Two current addresses were reported: The subject address, 633 Alma Avenue, Apt. 5, Oakland, CA, reporting dates – 9/25/2011 and 10/2/2015 -11/03/2017; and a second address – 3024 California Street, Oakland, CA 94602, reporting dates - 08/31/2017-12/05/2017.

5/18/18: One current addresses was reported: 3024 California Street, Oakland, CA 94602, reporting dates – 10/2005-5/182018. The reporting dates for the subject address, 633 Alma Avenue, Apt. 5, Oakland, CA, were 10/2/2005 -11/03/2017. NOTE: The sudden appearance of an identical initial reporting date of 10/2005 for both addresses in the 5/18/18 datasearch indicates that this 10/2005 initial reporting date for both properties is due to a database error, and the original initial reporting dates identified on 12/5/2017 of 9/25/2011 for 633 Alma Avenue and 08/31/2017 for 3024 California Street are the more reliable dates.

Database #2:

12/5/2017: One current addresses was reported: The subject address, 633 Alma Avenue, Apt. 5, Oakland, CA, reporting dates – 9/2017.

5/18/18: Two addresses were reported: The subject address, 633 Alma Avenue, Apt. 5, Oakland, CA, reporting dates – 9/2017 and a second address – 3024 California Street, Oakland, CA 94602, reporting dates, 9/2017

Database #3:

12/5/2017: One current addresses was reported: The subject address, 633 Alma Avenue, Apt. 5, Oakland, CA, reporting dates – 8/28/2008 – 12/5/2017.

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5/18/2018: One current addresses was reported: 3024 California Street, Oakland, CA 94602, reporting dates – 8/31/2017-5/19/2018. The reporting dates for the subject address, 633 Alma Avenue, Apt. 5, Oakland, CA, remained the same as on 15/5/2017 – 8/28/2008 – 12/5/2017.

The following findings from the above database records indicate Ms. Sund has transitioned from her residency at the subject address to a current residence at 3024 California Street, Oakland, CA 94602:

- Initial Reporting Dates - The initial reporting dates for 3024 California Street, Oakland, CA 94602 are August and September, 2017, while initial reporting dates for the subject property date back to 8/28/2008. The much more recent initial reporting dates for 3024 California Street, Oakland, CA 94602 document Ms. Sund’s residency at the address as a much more recent development, and therefore more likely her current residence. NOTE: See above discussion of the multiple initial reporting dates for both properties in Database #1.

- Current Reporting Dates – Two of the three databases report 3024 California Street, Oakland, CA 94602 as recently as 5/18/2018, while the most recent reporting date for 633 Alma Avenue, Apt. 5, Oakland, CA in any of the databases is 12/5/2017.

- The reporting of 3024 California Street, Oakland, CA 94602 in only one database during the initial searches of 12/5/2017 and the subsequent reporting of the address in all three databases during the searches of 5/18/2018 is also consistent with the appearance of new addresses in the Address History Databases. The databases are derived in chief from the three major credit bureaus (Equifax, Experian and TransUnion). New or updated address information is received by the clients of the bureaus – credit granting businesses, who in turn report periodically to the bureaus. Reporting periods vary between business from as little as 30 days to upwards of six months. Thus there is always a lag time in the reporting between the initial gathering of the information by the client companies and their periodic reporting to the bureaus. The gradual appearance of the California St. address in only one database in December, 2017 and t subsequent in all three bureaus in May, 2018 is consistent with the appearance of newly reported addresses in this process.

DECEMBER 5, 2017 DATABASE SEARCHES:

Database #1

633 ALMA AVE APT 5, OAKLAND, CA 94610-3857 (ALAMEDA COUNTY) (10/2005 to 11/03/2017)

633 ALMA AVE, OAKLAND, CA 94610-3853 (ALAMEDA COUNTY) (09/25/2011 to 09/25/2011)

3024 CALIFORNIA ST, OAKLAND, CA 94602-3908 (ALAMEDA COUNTY) (08/31/2017 to 12/05/2017)

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6138 PARK AVE # 11, RICHMOND, CA 94805-1229 (CONTRA COSTA COUNTY) (05/09/2005 to 10/2011)
 6138 PARK AVE, RICHMOND, CA 94805-1229 (CONTRA COSTA COUNTY) (05/10/2005 to 10/2005)
 PO BOX 11634, OAKLAND, CA 94611-0634 (ALAMEDA COUNTY) (06/2008 to 08/06/2008)
 822 59TH ST # 11, EMERYVILLE, CA 94608-1408 (ALAMEDA COUNTY) (02/2004 to 06/2005)
 822 59TH ST, EMERYVILLE, CA 94608-1408 (ALAMEDA COUNTY) (01/23/2004 to 05/10/2005)
 886 CLEVELAND ST APT 11, OAKLAND, CA 94606-1536 (ALAMEDA COUNTY) (12/15/1998 to 12/2003)
 886 CLEVELAND ST, OAKLAND, CA 94606-1568 (ALAMEDA COUNTY) (02/1999 to 01/23/2003)
 PO BOX 9045, OAKLAND, CA 94613-0001 (ALAMEDA COUNTY) (11/14/1997 to 01/23/2003)
 3445 PIERSON ST, OAKLAND, CA 94619-3425 (ALAMEDA COUNTY) (08/1991 to 01/23/2003)
 20022 N 31ST AVE, PHOENIX, AZ 85027-3900 (MARICOPA COUNTY) (03/13/2000 to 03/13/2000)
 5000 MACARTHUR BLVD, OAKLAND, CA 94613-1301 (ALAMEDA COUNTY) (10/15/1997 to 10/15/1997)

Database #2

- 633 ALMA AVE APT 5, OAKLAND, CA 94610-3857, ALAMEDA COUNTY (Sep 2017)
- 6138 PARK AVE, RICHMOND, CA 94805-1229, CONTRA COSTA COUNTY (Mar 2005 - May 2005)
- 822 59TH ST, EMERYVILLE, CA 94608-1408, ALAMEDA COUNTY (Feb 2004 - May 2005)
- PO BOX 9045, OAKLAND, CA 94613-0045, ALAMEDA COUNTY (Mar 1998 - Sep 2001)
- 886 CLEVELAND ST, OAKLAND, CA 94606-1568, ALAMEDA COUNTY (Feb 1999)
- 3445 PIERSON ST, OAKLAND, CA 94619-3425, ALAMEDA COUNTY (Aug 1991 - Mar 1993)

Database #3

| Name | Address | SSN / DOB | Phone |
|-------------------|---|---|---|
| SUND JESSICA M | 4x633 ALMA AVE 5 OAKLAND CA 94610-3857 Reported: 08/28/2008 - 12/05/2017 County: ALAMEDA | 556-83-XXXX Issued: 1985 in CA DOB: 01/XX/1976 Age: 41 | Cell: (510)206-5436 Cell: (510)306-5436 Landline: (510)836-0705 |
| SUND JESSICA M | 4x PO BOX 11634 OAKLAND CA 94611-0634 Reported: 06/20/2008 - 09/12/2008 County: ALAMEDA | 556-83-XXXX Issued: 1985 in CA DOB: 01/XX/1976 Age: 41 | |

NEILSON AND MACRITCHIE
 INVESTIGATORS
 SINCE 1953

| | | | |
|-------------------------------------|---|--|--|
| SUND JESSICA M AKA: SUND, J M | 7x6138 PARK AV RICHMOND CA 94805-1229 Reported: 03/01/2005 - 06/19/2008 County: CONTRA COSTA | 556-83-XXXX Issued: 1985 in CA DOB: 01/XX/1976 Age: 41 | |
| SUND JESSICA M AKA: SUND, J M | 4x822 59TH ST OAKLAND CA 94608-1408 Reported: 01/27/2004 - 04/01/2005 County: ALAMEDA | 556-83-XXXX Issued: 1985 in CA DOB: 01/XX/1976 Age: 41 | Landline: (510)420-1595 Landline: (510)834-9440 |
| SUND JESSICA M | 4x822 59TH ST EMERYVILLE CA 94608-1408 Reported: 04/25/2004 - 09/01/2004 County: ALAMEDA | 556-83-XXXX Issued: 1985 in CA DOB: 01/XX/1976 Age: 41 | Landline: (510)420-1595 |
| SUND JESSICA M | 10x886 CLEVELAND ST OAKLAND CA 94606-1568 Reported: 12/15/1998 - 07/01/2003 County: ALAMEDA | 556-83-XXXX Issued: 1985 in CA DOB: 01/XX/1976 Age: 41 | Landline: (510)834-9440 |
| SUND JESSICA M | 7x3445 PIERSON ST OAKLAND CA 94619-3425 Reported: 06/01/1994 - 11/13/2000 County: ALAMEDA | 556-83-XXXX Issued: 1985 in CA DOB: 01/XX/1976 Age: 41 | |
| SUND JESSICA M | 1x3445 PEARSON ST OAKLAND CA 94619 Reported: 11/13/2000 - 11/13/2000 County: ALAMEDA | 556-83-XXXX Issued: 1985 in CA | |
| SUND JESSICA M | 1x PO BOX OAKLAND CA 94613 Reported: 11/14/1997 - 01/31/1999 County: ALAMEDA | 556-83-XXXX Issued: 1985 in CA DOB: 01/XX/1976 Age: 41 | |
| SUND JESSICA M | 1x CARDINAL RIDGE AP OAKLAND CA 94613 Reported: 10/01/1998 - 10/01/1998 County: ALAMEDA | 556-83-XXXX Issued: 1985 in CA DOB: 01/XX/1976 Age: 41 | |
| SUND JESSICA M | 6x POB 9045 OAKLAND CA 94613-0045 Reported: 03/01/1998 - 03/01/1998 County: ALAMEDA | 556-83-XXXX Issued: 1985 in CA DOB: 01/XX/1976 Age: 41 | |
| SUND JESSICA M | 2x5000 MACARTHUR BLVD OAKLAND CA 94613-1301 | 556-83-XXXX Issued: 1985 in CA DOB: 01/XX/1976 Age: 41 | |

NEILSON AND MACRITCHIE
INVESTIGATORS
SINCE 1953

| | | |
|--|--|--|
| Reported: 10/15/1997 - 10/15/1997 County: ALAMEDA | | |
|--|--|--|

MAY 18, 2018 DATABASE SEARCHES:

Database #1:

3024 CALIFORNIA ST, OAKLAND, CA 94602-3908 (ALAMEDA COUNTY) (10/2005 to 05/18/2018)
633 ALMA AVE APT 5, OAKLAND, CA 94610-3857 (ALAMEDA COUNTY) (10/2005 to 11/03/2017)
633 ALMA AVE, OAKLAND, CA 94610-3853 (ALAMEDA COUNTY) (09/25/2011 to 09/25/2011)
6138 PARK AVE # 11, RICHMOND, CA 94805-1229 (CONTRA COSTA COUNTY) (05/09/2005 to 10/2011)
6138 PARK AVE, RICHMOND, CA 94805-1229 (CONTRA COSTA COUNTY) (05/10/2005 to 05/24/2005)
3707 MALVERN RD, KINGSFORD HEIGHTS, IN 46346-3355 (LA PORTE COUNTY) (10/2008 to 10/2008)
PO BOX 11634, OAKLAND, CA 94611-0634 (ALAMEDA COUNTY) (06/2008 to 08/06/2008)
822 59TH ST # 11, EMERYVILLE, CA 94608-1408 (ALAMEDA COUNTY) (02/2004 to 06/2005)
822 59TH ST, EMERYVILLE, CA 94608-1408 (ALAMEDA COUNTY) (01/23/2004 to 05/10/2005)
886 CLEVELAND ST APT 11, OAKLAND, CA 94606-1536 (ALAMEDA COUNTY) (12/15/1998 to 12/2003)
886 CLEVELAND ST, OAKLAND, CA 94606-1568 (ALAMEDA COUNTY) (02/1999 to 01/23/2003)
PO BOX 9045, OAKLAND, CA 94613-0001 (ALAMEDA COUNTY) (11/14/1997 to 01/23/2003)
3445 PIERSON ST, OAKLAND, CA 94619-3425 (ALAMEDA COUNTY) (08/1991 to 01/23/2003)
20022 N 31ST AVE, PHOENIX, AZ 85027-3900 (MARICOPA COUNTY) (03/13/2000 to 03/13/2000)
5000 MACARTHUR BLVD, OAKLAND, CA 94613-1301 (ALAMEDA COUNTY) (10/15/1997 to 10/15/1997)

Database #2:

3024 CALIFORNIA ST, OAKLAND, CA 94602-3908, ALAMEDA COUNTY (Sep 2017)
633 ALMA AVE APT 5, OAKLAND, CA 94610-3857, ALAMEDA COUNTY (Sep 2017)
6138 PARK AVE, RICHMOND, CA 94805-1229, CONTRA COSTA COUNTY (Mar 2005 - May 2005)
822 59TH ST, EMERYVILLE, CA 94608-1408, ALAMEDA COUNTY (Feb 2004 - May 2005)
PO BOX 9045, OAKLAND, CA 94613-0045, ALAMEDA COUNTY (Mar 1998 - Sep 2001)

NEILSON AND MACRITCHIE
INVESTIGATORS
SINCE 1953

886 CLEVELAND ST, OAKLAND, CA 94606-1568, ALAMEDA COUNTY (Feb 1999)
 3445 PIERSON ST, OAKLAND, CA 94619-3425, ALAMEDA COUNTY (Aug 1991 - Mar 1993)

Database #3:

| | |
|----------------------------------|--|
| SUND JESSICA M | 1x3024 CALIFORNIA ST OAKLAND CA 94602 Reported: 08/31/2017 - 05/19/2018 County: ALAMEDA |
| SUND JESSICA M | 3x633 ALMA AVE 5 OAKLAND CA 94610-3857 Reported: 08/28/2008 - 05/18/2018 County: ALAMEDA |
| SUND JESSICA M | 3x11634 PO BOX OAKLAND CA 94611-0634 Reported: 06/20/2008 - 08/27/2008 County: ALAMEDA |
| SUND JESSICA M AKA: SUND, J M | 6x6138 PARK AVE RICHMOND CA 94805-1229 Reported: 03/01/2005 - 06/19/2008 County: CONTRA COSTA |
| SUND JESSICA M AKA: SUND, J M | 3x822 59TH ST OAKLAND CA 94608-1408 Reported: 01/27/2004 - 04/01/2005 County: ALAMEDA |
| SUND JESSICA M | 4x822 59TH ST EMERYVILLE CA 94608-1408 Reported: 04/25/2004 - 09/01/2004 County: ALAMEDA |
| SUND JESSICA M | 9x886 CLEVELAND ST 11 OAKLAND CA 94606-1568 Reported: 12/15/1998 - 07/01/2003 County: ALAMEDA |
| SUND JESSICA M | 1x3445 PEARSON ST OAKLAND CA 94619 Reported: 11/13/2000 - 11/13/2000 County: ALAMEDA |
| SUND JESSICA M | 6x3445 PIERSON ST OAKLAND CA 94619-3425 Reported: 06/01/1994 - 11/13/2000 County: ALAMEDA |
| SUND JESSICA M | 1xPO BOX OAKLAND CA 94613 Reported: 11/14/1997 - 01/31/1999 County: ALAMEDA |
| Name | Address |

NEILSON AND MACRITCHIE
 INVESTIGATORS
 SINCE 1953

| | |
|----------------|---|
| SUND JESSICA M | 1xCARDINAL RIDGE AP OAKLAND CA 94613 Reported: 10/01/1998 - 10/01/1998 County: ALAMEDA |
| SUND JESSICA M | 6x9045 PO BOX OAKLAND CA 94613-0045 Reported: 03/01/1998 - 03/01/1998 County: ALAMEDA |
| SUND JESSICA M | 1x5000 MACARTHUR BLVD OAKLAND CA 94613 Reported: 10/15/1997 - 10/15/1997 County: ALAMEDA |

TELEPHONE NUMBER DATABASES

Online contact of the Directory Assistance (411) on December 7, 2017 identified no listings under Jessica Sund in Oakland, CA.

On 12/5/2017 a cell number – (510) 206-5436, was identified in an undated database record as associated with Jessica Sund at the 6138 Park Avenue, Richmond, CA, 633 Alma Avenue, Apt. 5, Oakland, CA and 886 Cleveland Street, Apt. 11, Oakland, CA address (Phones Plus 1 -3). An online search of the 411 Directory Assistance found no information available for that number.

Phones Plus 1

Name: SUND, JESSICA
Address: 6138 PARK AVE, RICHMOND, CA 94805-1229
Phone Number: 510-206-5436 - PST
Phone Type: Mobile
Carrier: NEW CINGULAR WIRELESS - (OAKLAND , CA)

Phones Plus 2

Name: SUND, JESSICA
Address: 633 ALMA AVE APT 5, OAKLAND, CA 94610-3857
Phone Number: 510-206-5436 - PST
Phone Type: Mobile
Carrier: NEW CINGULAR WIRELESS - (OAKLAND , CA)

Phones Plus 3

Name: SUND, JESSICA
Address: 886 CLEVELAND ST APT 11, OAKLAND, CA 94606-1536
Phone Number: 510-206-5436 - PST

NEILSON AND MACRITCHIE
INVESTIGATORS
SINCE 1953

Phone Type: Mobile
Carrier: NEW CINGULAR WIRELESS - (OAKLAND , CA)

DMV RECORDS:

A search of California Department of Motor Vehicle driving records identified a current California license for Jessica Maggie Sund, issued 01/03/2013, expiration – 01/06/2023. One violation was noted, a 10/12/2016 - Driving while using wireless telephone. The citation was issued while driving vehicle license plate - 3JBL110 (Record #1).

An inquiry of California DMV vehicle registration records keyed to the subject address identified a 1994 Toyota – license plate 3JBL110 registered to Jessica Sund at 633 Alma Avenue, Oakland, CA (Record #2). A record keyed to 3024 California Street, Oakland, CA identified no vehicle registered to Jessica Sund (Record #3). NOTE: The current registration expiration date for Ms. Sund’s 1994 Toyota is 6/2/2108, indicating that the vehicle was renewed on 6/2/2017.

Record #1

SEQ: 5970570 REF:
2580386 - SC AGENT: THERESA VU REC DATE: 12/05/2017

OVER NIGHT DRIVER RECORD FOR THE STATE OF CA

LIC: A8501284 BD:01/XX/76 AGE:41 SEX:F HT:506 WT:120 EYES:BLUE HAIR:BROWN

SUND, JESSICA MAGGIE CLASS: C ISS:01/03/13 EXP:01/06/23

RESTRICTIONS: EXT:RB1
APPROXIMATE YEAR OF ISSUE: 90

VIOL/DT CONV/DT SECTION VIOL DCKT/CIT/FR RPT-LOCN VEH LIC
ABS 10/12/16 11/09/16 VC 23123A 1193963 OAKLAND 3JBL110
DRIVING WHILE USING WIRELESS TELEPHONE
DMV POINT COUNT 0

SUBJECT ISSUED ID CARD 06/13/94 EXPIRES 01/06/00

DEPT ACT: ORD/MD EFF/DT SECTION THRU REASON
NONE TO REPORT

=====END OF RECORD=====

Record #2

NEILSON AND MACRITCHIE
INVESTIGATORS
SINCE 1953

D M V VEHICLE REGISTRATION INFORMATION
AUTOMATED NAME INDEX

MACRITCHIE INVESTIGATORS
THERESA VUONG
PO BX 410187
SAN FRANCISCO, CA 94141

LIST DATE: 12/05/17
ATTN: BC
INFO CODE: 5 W

DATE/TIME OF RESPONSE: 12/05/17 13:28
NAME: SUND JESSICA

633 OAKLAND

REG VALID FROM: 00/00/00 TO 06/02/18
LIC#: 3JEL110 YRMD: 94 MAKE: TOYT BTM : 40
VIN : 1NXAE99R0RZ191284
SOLD: 00/00/94 CLAS: DL
TYPE: 11 VEH : 12 BODY: 0 PWR: 6 LOCD: 9

OWNER ISS: 10/01/94

MORE

DATE/TIME OF RESPONSE: 12/05/17 13:28
NAME: SUND JESSICA
REG ISS: 04/20/17
R/O : SUND JESSICA MAGGIE,
CITY: C.C.: ZIP :

633 OAKLAND

CLEARANCE INFORMATION RECORDS:

| OFFICE | WORK DATE | TECH/ID | SEQ # | VALUE | FICHE DATE | TTC |
|--------|-----------|---------|-------|----------|------------|-----|
| RI5 | 05/24/10 | 44 | 7132 | 00092.00 | 05/24/10 | FOT |
| RI5 | 04/15/11 | 41 | 7221 | 00103.00 | 04/15/11 | FOT |
| RI5 | 06/01/12 | 41 | 7415 | 00104.00 | 06/01/12 | FOT |
| RI5 | 03/29/13 | 42 | 7450 | 00104.00 | 03/29/13 | FOT |
| RJ9 | 05/23/14 | 41 | 7604 | 00105.00 | 05/23/14 | FOT |
| RJ1 | 05/11/15 | 42 | 7595 | 00105.00 | 05/11/15 | FOT |
| RJ7 | 04/18/16 | 40 | 7760 | 00105.00 | 04/18/16 | FOT |
| RJ9 | 04/17/17 | 40 | 7161 | 00117.00 | 04/17/17 | FOT |

MORE

D M V VEHICLE REGISTRATION INFORMATION
AUTOMATED NAME INDEX

PAGE: 02

DATE/TIME OF RESPONSE: 12/05/17 13:28
NAME: SUND JESSICA
REC STATUS:
04/18/16 SMOG DUE 06/02/18
07/14/94 PREV LIC 8805000

633 OAKLAND

09/21/1994-ODMETER: 3,221 MILES ACTUAL MILEAGE
END OF DATA

Record #3

NEILSON AND MacRITCHIE
INVESTIGATORS
SINCE 1953

PAGE 17

CONFIDENTIAL ATTORNEY WORK PRODUCT

000036

D M V VEHICLE REGISTRATION INFORMATION
AUTOMATED NAME INDEX

MACRITCHIE INVESTIGATORS
THERESA VUONG
PO BX 410187
SAN FRANCISCO, CA 94141

LIST DATE: 12/05/17
ATTN: EC
INFO CODE: 5 W

DATE/TIME OF RESPONSE: 12/05/17 13:28
NAME: SUND JESSICA

302 OAKLAND

NO RECORD FOR CRITERIA GIVEN
END OF DATA

VEHICLE SIGHTINGS:

A nationwide search of the license plates keyed to abovementioned license plate numbers identified eight sightings of license plate 3JBL110 between February 28, 2011 and October 18, 2015. One sighting was in El Sobrante, CA on October 18, 2015 (Record #1); one sighting was in Alameda, CA on August 1, 2013 (Record #4); three sightings were in Oakland, CA between February 28, 2012 and October 31, 2013 (Records #3, 6 & 8); and the remaining three sightings were in the immediate vicinity of 633 Alma Avenue, Oakland, CA between March 11, 2013 and March 20, 2014. The sightings were between the hours of 10:31pm and 12:21 am (Records #2, 5 & 7).

Record #1

Sighting Date: 10/18/2015 15:10:35 Sighting State: CA

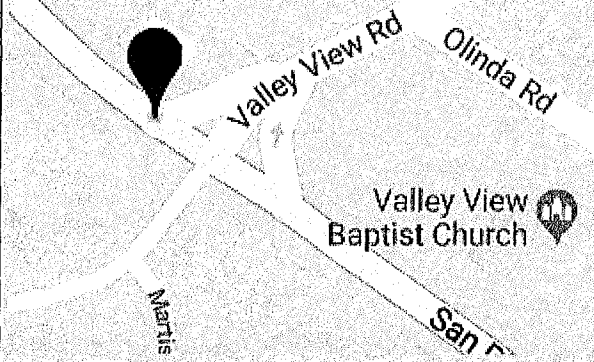
License Plate: 3JBL110
Sighting State: CA
Sighting In or Near: EL SOBRANTE, CA

Sighting Date: 10/18/2015
Sighting Time: 15:10:35



NEILSON AND MACRITCHIE
INVESTIGATORS
SINCE 1953

Latitude: 37.960226
Longitude: -122.283459
View Map



1 of 8 Historical Sightings

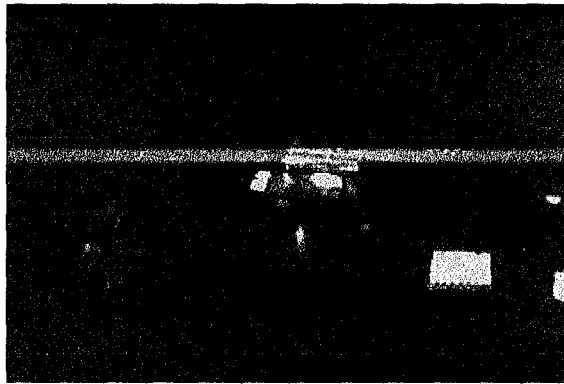
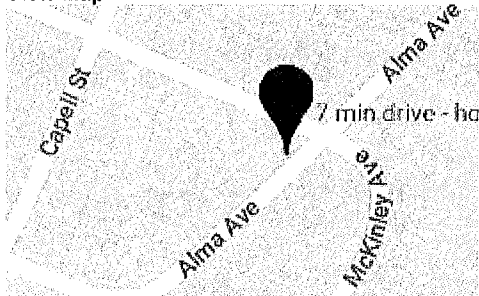
Record #2

Sighting Date: 03/20/2014 00:21:00 Sighting State: CA

License Plate: 3JBL110
Sighting State: CA
Sighting In or Near: OAKLAND, CA

Sighting Date: 03/20/2014
Sighting Time: 00:21:00

Latitude: 37.804783
Longitude: -122.238402
View Map



2 of 8 Historical Sightings

Record #3

Sighting Date: 10/31/2013 20:41:21 Sighting State: CA

NEILSON AND MACRITCHIE
INVESTIGATORS
SINCE 1953

License Plate: 3JBL110
Sighting State: CA
Sighting In or Near: OAKLAND, CA

Sighting Date: 10/31/2013
Sighting Time: 20:41:21

Latitude: 37.809274
Longitude: -122.246547

View Map



3 of 8 Historical Sightings

Record #4

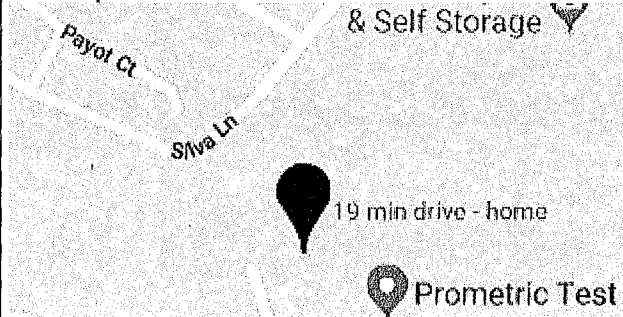
Sighting Date: 08/01/2013 11:28:06 Sighting State: CA

License Plate: 3JBL110
Sighting State: CA
Sighting In or Near: ALAMEDA PT, CA

Sighting Date: 08/01/2013
Sighting Time: 11:28:06

Latitude: 37.727986
Longitude: -122.23265

View Map



4 of 8 Historical Sightings

NEILSON AND MacRITCHIE
INVESTIGATORS
SINCE 1953

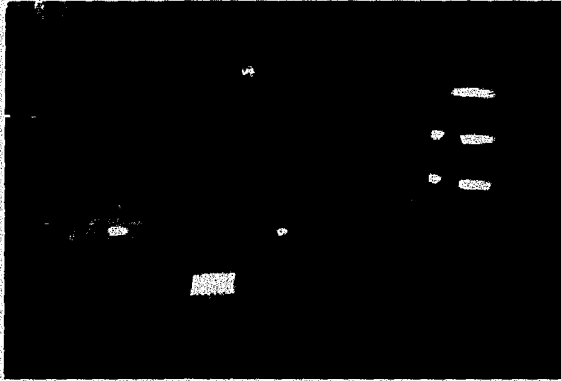
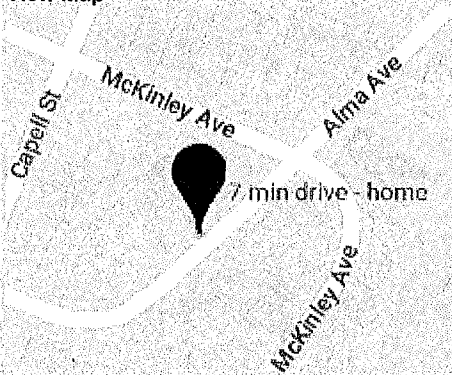
Record #5

Sighting Date: 06/16/2013 23:33:59 Sighting State: CA

License Plate: 3JBL110
Sighting State: CA
Sighting In or Near: OAKLAND, CA

Sighting Date: 06/16/2013
Sighting Time: 23:33:59

Latitude: 37.804563
Longitude: -122.238693
View Map



5 of 8 Historical Sightings

Record #6

Sighting Date: 05/07/2013 21:50:45 Sighting State: CA

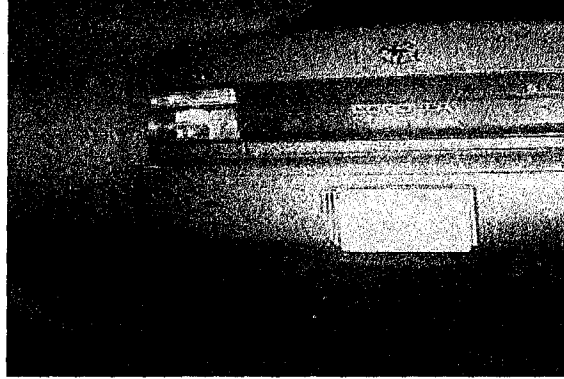
License Plate: 3JBL110
Sighting State: CA
Sighting In or Near: OAKLAND, CA

Sighting Date: 05/07/2013
Sighting Time: 21:50:45



NEILSON AND MacRITCHIE
INVESTIGATORS
SINCE 1953

Latitude: 37.809832
Longitude: -122.244844
View Map



6 of 8 Historical Sightings

Record #7

Sighting Date: 03/11/2013 22:31:23 Sighting State: CA

License Plate: 3JBL110
Sighting State: CA
Sighting In or Near: OAKLAND, CA

Sighting Date: 03/11/2013
Sighting Time: 22:31:23

Latitude: 37.805307
Longitude: -122.23936
View Map



7 of 8 Historical Sightings

Record #8

Sighting Date: 02/28/2011 19:42:19 Sighting State: CA

NEILSON AND MACRITCHIE
INVESTIGATORS
SINCE 1953

PAGE

22

License Plate: 3JBL110
Sighting State: CA
Sighting In or Near: PIEDMONT, CA

Sighting Date: 02/28/2011
Sighting Time: 19:42:19

Latitude: 37.791084
Longitude: -122.198173

[View Map](#)



8 of 8 Historical Sightings

VOTER REGISTRATION:

On December 7, 2017, an online search of Alameda Voter Registration records keyed to Date of Birth: 01/XX/1976 and Last 4 SSN: XXXX; identified no records (Record #1).

On December 7, 2017, an online search of Contra Costa County Voter Registration records keyed to First Name: Jessica; Last Name: Sund and Date of Birth: 01/XX/1976; identified no record (Record #2).

Archived database records identified two voter registrations for Jessica Sund: At 633 Alma Avenue, Apt. 5, Oakland, CA. Date of registration was 10/01/2008 and (Record #3) At 6138 Park Avenue, Richmond, CA. No date of registration was available, however the address is reported in Address History databases for Ms. Sund from 2005 to 2011. (Record #4).

Record #1

NEILSON AND MACRITCHIE
INVESTIGATORS
SINCE 1853

PAGE 23

CONFIDENTIAL ATTORNEY WORK PRODUCT

000042

Registrar of Voters

Registrar, Tim Dupuis

ELECTIONS

POLL
WORKERS

VOTER
REGISTRATION

VOTING

CANDIDATE
INFORMATION

VOTER
EDUCATION

My Voter Profile

*** Required field**

* Date of Birth: (example, 01/01/1900)

01

/

1976

* California Driver License/California ID:

OR

Last 4 digits of your Social Security Number:

Search


Error: Invalid Search

Unfortunately, we could not verify your voter registration based upon the information you provided. Please check the information you entered. The birth date, and drivers license number/SSN number must be valid. You must be a registered voter, in order for the information to be found.

If you believe that the information you entered is accurate, please contact Registrar of Voters Office via [email](#) or by phone at (510) 272-6973 to verify your voter registration

| | |
|---|------------|
| Birth Date (example, 01/01/1900) | 01/01/1976 |
| California Driver License/California ID: | |
| Last 4 digits of your Social Security Number: | XXXX |

Record #2



CONTRA COSTA COUNTY
ELECTIONS DIVISION
JOSEPH E. CANCIAMILLA, County Clerk-Recorder-Registrar

| | | | | | |
|-----------------|------------------|--------------------|--------|-----------------|--------------|
| ELECTION OFFICE | CURRENT ELECTION | VOTER REGISTRATION | VOTING | ELECTED OFFICES | GET INVOLVED |
|-----------------|------------------|--------------------|--------|-----------------|--------------|

NEILSON AND MACRITCHIE
INVESTIGATORS
SINCE 1953

AM I REGISTERED?

Voter Lookup and Sample Ballot Search

You can find your voter registration status and a sample of your ballot by completing the information below.

First Name *

jessica

Last Name *

sund

Birth Date (mm/dd/yyyy) *

01



1976

Search

Clear

AM I REGISTERED?

Voter Lookup and Sample Ballot Search

No results found. please **revise search** and try again. Or you can **Register Online**

Record #3

NEILSON AND MACRITCHIE
INVESTIGATORS
SINCE 1953

PAGE 26

CONFIDENTIAL ATTORNEY WORK PRODUCT

000045

Name: **JESSICA MAGGIE SUND**

Address: **633 ALMA AVE APT 5, OAKLAND, CA 94610 (ALAMEDA COUNTY)**

Date of Registration: **10/01/2008**

DOB: **01/XX/1976 (41)**

Party: **Democrat**

Phone: **5102065436**

Gender: **Female**

Record #4

Name: **JESSICA SUND**

Address: **6138 PARK AVE, RICHMOND, CA 94805 (CONTRA COSTA COUNTY)**

DOB: **01/XX/1976 (41)**

Party: **No Party Affiliation**

Gender: **Female**

BUSINESS ENTITIES/EMPLOYMENT RECORDS:

A search of California Secretary of State Corporation, LLC, and Limited Partnership records, California Fictitious Business Name (FBN) Records, California Board of Equalization Records, Employment and Corporate Affiliation Databases, California Department of Consumer Affairs Professional License Records – including the State Contractors Licensing Board and Uniform Commercial Code (UCC) identified two Employment Association records: 1) An undated record associating Ms. Sund with Stem2Bloom, 633 Alma Ave., Apt 5, Oakland, CA 94610; and 7/31/2012 record associating Ms. s/und with Prudential Penfed Realty, Clarkesville, TN.

EMPLOYMENT ASSOCIATIONS:

Record #1

Name: **JESSICA SUND**

Title: **OWNER**

LexID: **2466498724**

SSN: **556-83-xxxx**

Company: **STEM2BLOOM**

Address: **633 ALMA AVE APT 5, OAKLAND, CA 94610-3857**

Phone:

NEILSON AND MACRITCHIE
INVESTIGATORS
SINCE 1953

PAGE 27

CONFIDENTIAL ATTORNEY WORK PRODUCT

000046

FEIN:
Dates: Nov 13, 2015

Record #2

Name: JESS SUND
LexID: 2466498724
SSN: 556-83-xxxx
Company: PRUDENTIAL PENFED REALTY
Address: 2503 WILMA RUDOLPH BLVD, CLARKSVILLE, TN 37040-5844
Phone: ✓931-503-8000
FEIN:
Dates: Jul 31, 2012

CALIFORNIA SUPERIOR COURT CIVIL RECORDS:

A search of California Superior Court Civil indexes, available on-line, including Jessica Sund's known counties of residence Alameda County and Contra Costa County identified one record in Alameda County – Case Number: RG16842109, Title: Sund v City of Oakland, Filing Date: 12/12/2016. A PI/PD/WD claim that is continuing as status is "Hearing Reset to Civil Pre-Trial Settlement Conference 01/24/2019 09:00 AM"

Record #1

THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF ALAMEDA

NEILSON AND MacRITCHIE
INVESTIGATORS
SINCE 1953

PAGE 28

CONFIDENTIAL ATTORNEY WORK PRODUCT

000047

Case Details

Case Number: RG16842109

Title: Sund VS City of Oakland

| | | | | | |
|-------------------------|--|--------------|-------------------|-----------------|---------|
| Case Summary | Register of Action | Participants | Tentative Rulings | Future Hearings | Minutes |
| Case Number: | RG16842109 | | | | |
| Title: | Sund VS City of Oakland | | | | |
| Case Type: | Civil | | | | |
| Complaint Type: | Other PI/PD/WD Tort | | | | |
| Case Subtype: | General Civil | | | | |
| Filing Date: | 12/12/2016 | | | | |
| Filing Location: | Rene C. Davidson Alameda County Courthouse | | | | |

Case Details

Case Number: RG16842109

Title: Sund VS City of Oakland

- [Case Summary](#)
- [Register of Action](#)
- [Participants](#)
- [Tentative Rulings](#)
- [Future Hearings](#)
- [Minutes](#)

| Date | Description | Pages | Price | Select |
|----------|---|-------|--------|--|
| 5/2/2018 | Hearing Reset to Civil Pre-Trial Settlement Conference 01/24/2019 09:00 AM D- 303 | 1 | \$1.00 | Half Page Preview <input type="checkbox"/> |

NEILSON AND MACRITCHIE
INVESTIGATORS
SINCE 1953

| Date | Description | Pages | Price | | Select |
|-----------|---|-------|--------|---------------------------------------|--------------------------|
| 4/17/2018 | Case Management Conf Continuance 08/28/2018 03:00 PM D- 19 | | | | <input type="checkbox"/> |
| 4/17/2018 | Civil Pre-Trial Settlement Conference 01/24/2019 02:30 PM D- 303 | | | | |
| 4/17/2018 | Case Management Conf Continuance 02/22/2019 02:00 PM D- 19 | | | | |
| 4/17/2018 | Civil Jury Trial 03/01/2019 09:00 AM D- 19 | | | | |
| 4/17/2018 | Case Management Conference Order Issued | 5 | | View | |
| 4/17/2018 | Case Management Conference Commenced and Completed | 3 | | View | |
| 4/13/2018 | Case Management Statement of Jessica Sund Filed | 6 | \$5.50 | Half Page Preview | <input type="checkbox"/> |
| 4/4/2018 | Answer to Complaint Filed for City of Oakland | 5 | \$5.00 | Half Page Preview | <input type="checkbox"/> |

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SINCE 1953

| Date | Description | Pages | Price | | Select |
|------------|---|-------|--------|-----------------------------------|--------------------------|
| 4/4/2018 | Case Management Statement of City of Oakland Filed | 7 | \$6.00 | Half Page Preview | <input type="checkbox"/> |
| 3/7/2018 | Proof of Service on Complaint As to City of Oakland Filed | 2 | \$2.00 | Half Page Preview | <input type="checkbox"/> |
| 2/20/2018 | Hearing Reset to Case Management Conf Continuance 04/17/2018 03:00 PM D- 19 | 1 | | View | |
| 2/9/2018 | First Amended Complaint Filed | 6 | \$5.50 | Half Page Preview | <input type="checkbox"/> |
| 1/23/2018 | Case Management Conf Continuance 04/17/2018 02:30 PM D- 19 | | | | |
| 1/23/2018 | Case Management Conference Order Issued | 2 | | View | |
| 1/23/2018 | Case Management Conference Commenced and Completed | 1 | | View | |
| 12/27/2017 | Notice of Judicial Reassignment for All Purposes Issued | 4 | \$4.00 | Half Page Preview | <input type="checkbox"/> |
| 9/19/2017 | Case Management Conf Continuance | | | | |

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 SINCE 1953

| Date | Description | Pages | Price | | Select |
|------------|---|-------|--------|---------------------------------------|--------------------------|
| | 01/23/2018 02:30 PM D- 19 | | | | <input type="checkbox"/> |
| 9/19/2017 | Case Management Conference Order Issued | 4 | | View | |
| 9/19/2017 | Case Management Conference Commenced and Completed | 2 | | View | |
| 8/23/2017 | Hearing Reset to Case Management Conf Continuance 09/19/2017 02:30 PM D- 19 | 1 | | View | |
| 8/17/2017 | Notice of Judicial Reassignment for All Purposes Issued | 4 | \$4.00 | Half Page Preview | <input type="checkbox"/> |
| 6/2/2017 | Case Management Conf Continuance 09/13/2017 03:00 PM D- 23 | | | | |
| 6/2/2017 | Case Management Conference Order Issued | 1 | | View | |
| 5/23/2017 | Case Management Statement of Jessica Sund Filed | 6 | \$5.50 | Half Page Preview | <input type="checkbox"/> |
| 12/14/2016 | Notice of Assignment of Judge for All Purposes Issued | 4 | \$4.00 | Half Page Preview | <input type="checkbox"/> |

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INVESTIGATORS
SINCE 1953

| Date | Description | Pages | Price | | Select |
|------------|--|-------|--------|-----------------------------------|--------------------------|
| 12/14/2016 | Initial Case Management Conference 06/05/2017 03:00 PM D- 23 | 2 | | View | <input type="checkbox"/> |
| 12/12/2016 | Request Re: Waive Court Fees As to Jessica Sund Granted | | | | |
| 12/12/2016 | Request Re: Waive Court Fees Filed for Jessica Sund | | | | |
| 12/12/2016 | Summons on Complaint Issued and Filed | 1 | \$1.00 | Half Page Preview | <input type="checkbox"/> |
| 12/12/2016 | Civil Case Cover Sheet Filed for Jessica Sund | 2 | \$2.00 | Half Page Preview | <input type="checkbox"/> |
| 12/12/2016 | Complaint - Other PI/PD/WD Tort Filed | 6 | \$5.50 | Half Page Preview | |

INTERNET SEARCHES:

Online search engine inquiries and searches of social and professional networking websites identified the following records re: Jessica Sund:

Record #1: A baby registry – the bump.com - for Jessica Sund identified a due date: Oct 25, 2017 and the location as Oakland, CA. A link at the page, present in December of 2017, but no longer present associated the child with Cory Hamrick – [jgt/gifts/baby-girl-hamrick](https://www.bump.com/jgt/gifts/baby-girl-hamrick). The link is highlighted in the below record.

Record #2: An undated Nwber website listing identifying a number for Jessica M. Sund – (510) 306-5436 with an address of 633 Alma Avenue, Oakland, CA. The site identifies Ms. Sund's previous location as Richmond, CA 94801.

Record #3: A LinkedIn page for Jessica Sund which identified herself as an Intervention Specialist at American Indian Model School in Oakland, CA from July 2016 – Present. The Experience section also identifies here as “Owner & Founder, STEM2Bloom.com, Dec 2015 – Present...San Francisco Bay Area”.

Record #4 & 4A: The website for Stem2Bloom for which Ms. Sund is “Owner & Founder” per her LinkedIn page. The site promotes a Preschool through 3rd grade curriculum developed by Ms. Sund. In a bio page at the site Ms. Sund “I have developed and taught science and nutrition curriculum for the University of CA Agriculture and Natural Resource Division in conjunction with Oakland Unified School District State Preschools and Child Development Centers for their Sustainable Nutrition Urban Garden Program as well as for De Colores Head Start... I've taught middle and high school students in math, helping them reach their goals and move beyond limitations. ... I also integrate my extensive classical training from Oakland Ballet into my lessons as a way to inspire children to build somatic connections to the subject matter, using creative movement as a catalyst...” No residence information is referenced. A Google site map at the website has a pin placement for the business location at 2640 College Ave., Berkeley, CA 94704, the location of the Berkeley Playhouse.

Record #5: The website for American Indian Model Schools. Ms. Sund's LinkedIn page states that she is an “Intervention Specialist at American Indian Model School in Oakland, CA from July 2016 – Present”. A search of the Staff page at the site found no reference to Ms. Sund. The entity is addressed at 171 12th St., Oakland, CA 94607.

Record #1

From: <https://registry.thebump.com/jessica-sund-october-2017/20829917>

NEILSON AND MACRITCHIE
INVESTIGATORS
SINCE 1953

PAGE 34

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000053

DUE DATE: OCT 25, 2017 | LOCATION: OAKLAND, CA

JESSICA SUND'S BABY REGISTRY

Jessica Sund created a baby registry at buybuyBABY and Target Baby. Find a baby shower gift from their baby shower registries below.

buybuyBABY

SHOP JESSICA'S REGISTRY →

TARGET

SHOP JESSICA'S REGISTRY →

jessica's baby registry

print registry

get alerts on prices, promotions, and availability for items on this registry.

[follow registry](#)

expected arrival has passed

October 25

2017

Oakland, CA

6

remaining

11

total items

share this registry

tgt.gifts/baby-girl-hamrick

Record #2

From: <https://nuwber.com/person/563a41fd7686b0176b86983a>

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Number


Jessica Sund


Oakland, CA

 **Jessica M Sund** Age 40–45

 View Jessica Sund's Background & Public Record Information ^{Ada}

Phone


 (510) 306-5436

 5103065436 is a **Mobile** number registered with Verizon Wireless in CA

Address

 633 Alma Ave

 Oakland, CA

 94610-3853

Previous Locations

 Richmond, CA 94801

Record #3

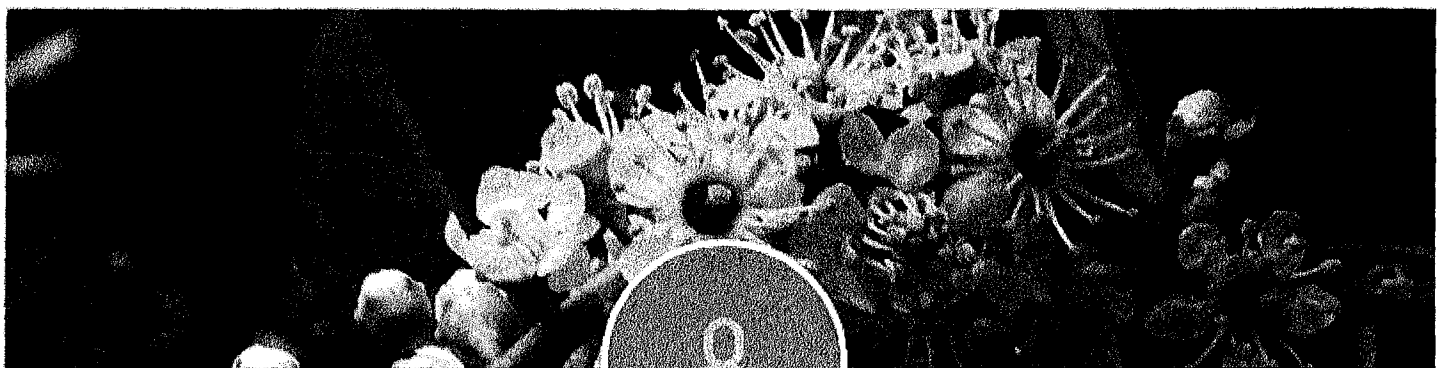
From: <https://www.linkedin.com/in/jessund/>

NEILSON AND MACRITCHIE
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SINCE 1953


PAGE 36

CONFIDENTIAL ATTORNEY WORK PRODUCT

000055



Jessica Sund

Intervention Specialist at American Indian Model School
American Indian Model Schools I & II • California State University-East Bay
San Francisco Bay Area • 88 

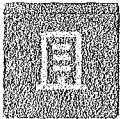
Connect

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Experienced Teacher with a demonstrated history of working in the program development industry. Skilled in Curriculum Development for Nonprofit Organizations, Intervention and Resource in Mathematics and English, ArcGIS and Environmental Education. Strong education professional with a Bachelor's Degree focused in Biological Science.

See less ^

Experience



Intervention/Resource Teacher

American Indian Model Schools I & II

Jul 2016 – Present • 1 yr 6 mos

Oakland, CA

- Administer instruction and services for those pupils whose needs have been identified in an individualized educational program; specialize in instruction of middle & high school Math, ELA and ESL curriculum
- Provide information and assistance to individuals with exceptional needs; monitor student's progress on a regular basis, participating in the review and revision of the instructionalized education programs.
- Implement consultation services and coordination as needed: identification and assessment of behavior patterns in pupils and utilization of evaluation data for the modification of instruction and curriculum

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Test Administration:
CA English Language Development Test (CELDT)
Johns Hopkins Center for Talented Youth (SCAT)



Owner & Founder

STEM2Bloom.com

Dec 2015 – Present • 2 yrs 1 mo

San Francisco Bay Area

A unique and innovative Early Childhood Immersion STEM Curriculum developed to inspire young children to become excited about learning science and math early on in their education. Units include lessons on entomology, chemistry, geometry, physics, geology and ornithology.



STEM Curriculum Developer and Science Teacher

Fountainhead Montessori

2014 – 2015 • 1 yr

Alameda County

Designed and implemented custom Early Childhood STEM curriculum for five campuses
Taught weekly science classes for 300+ students; provided teacher training

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INVESTIGATORS
SINCE 1953

PAGE 39



Project Coordinator/Program Representative

University of California, Agriculture and Natural Resources - UCCE

2013 - 2014 • 1 yr

Alameda, CA

Developed UCANR publications and Garden to Classroom curriculum focused on nutrition, science, math, literacy, environmental education and connected to Dept. of Education Desired Results. Managed UCANR Cooperative Extension Nutrition Education Garden Project consisting of Oakland Unified State Pre-K and Child Development Centers and Head Start, providing outreach and lesson plans and implemented training and support, consultation and educational resources to 108 teachers within OUSD and over 1200 OUSD students



Montessori Teacher

Northern Light School

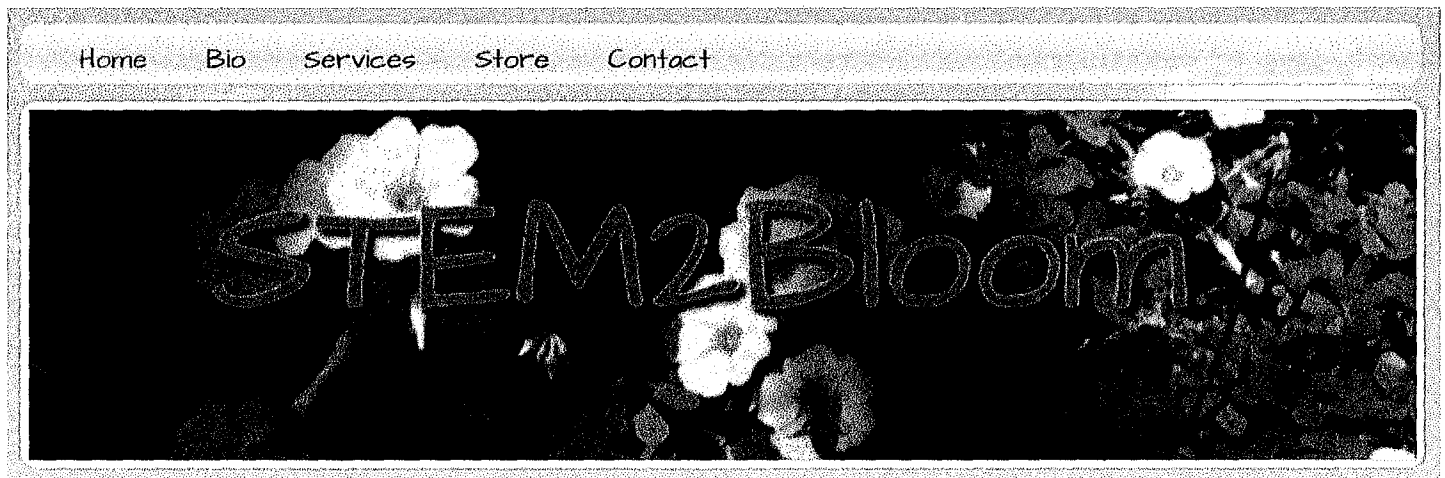
2011 - 2012 • 1 yr

Oakland, CA

Instructor of ECE Montessori curriculum focused on student directed approach facilitating targeted and personalized learning and development exercises

Record #4

From: <http://www.stem2bloom.com/>



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SINCE 1953

PAGE 40

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000059

Curriculum

Preschool/PreK (3-5 years)
TK/Kindergarten (5-6 years)
K/1st Grade (6-7 years)
2nd-3rd Grade (8-9 years)

STEM curriculum developed with customized supplemental Montessori works and materials for extended education. All lessons have related literature, some have additional educational toys. All material under copyright.

Units are typically taught in a sequential order with lessons progressively building upon preceding concepts.

My Background

I have developed and taught science and nutrition curriculum for the University of CA Agriculture and Natural Resource Division in conjunction with Oakland Unified School District State Preschools and Child Development Centers for their Sustainable Nutrition Urban Garden Program as well as for De Colores Head Start. I provided outreach to over 1200 students and professional development to both parents and teachers.

I've developed and implemented a custom science curriculum for a private Montessori school as a Science Immersion teacher. In addition, I've taught middle and high school students in math, helping them reach their goals and move beyond limitations.

I hold a B.S. in Biological Science and have worked and volunteered with two different local chapters of Audubon. I have a passion for environmental conservation, incorporating this underlying theme in all that I do. Trained as a UC Master Gardener, I have an avid interest in ethno-botany, animal physiology and development of educational gardens.

I also integrate my extensive classical training from Oakland Ballet into my lessons as a way to inspire children to build somatic connections to the subject matter, using creative movement as a catalyst. Incorporating art and science, math and music, builds brain plasticity and shapes key connections for a lifetime of learning.

I've been delighted to see children engaged in learning about complex subjects and easily absorbing vocabulary and material. This will give them an incredible head start in any direction they choose.

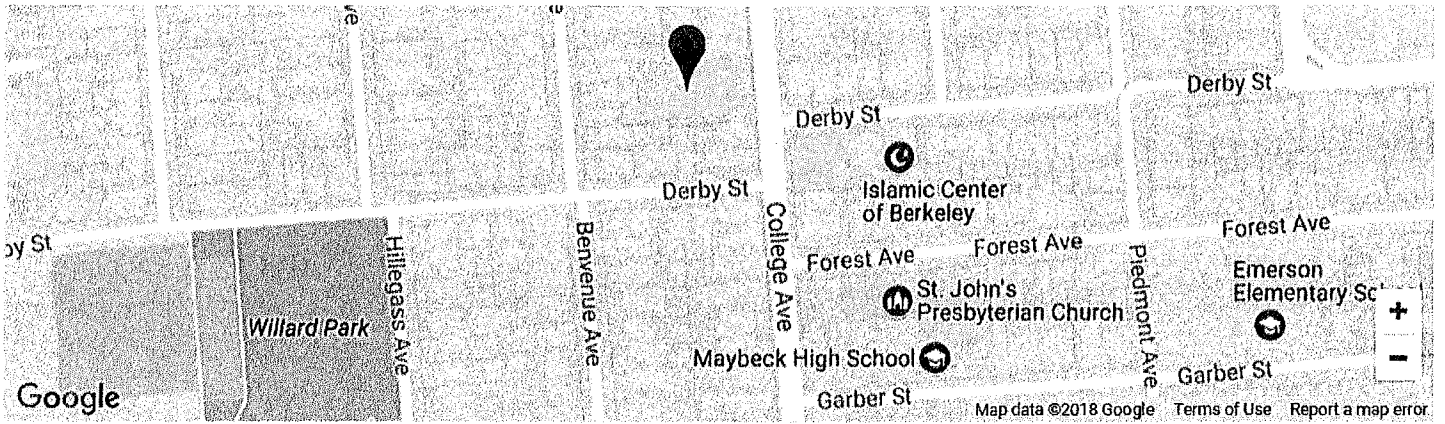
Contact Form

Classes run for 4-5 week sessions. You will receive an email with additional information from stem2bloom@gmail.com

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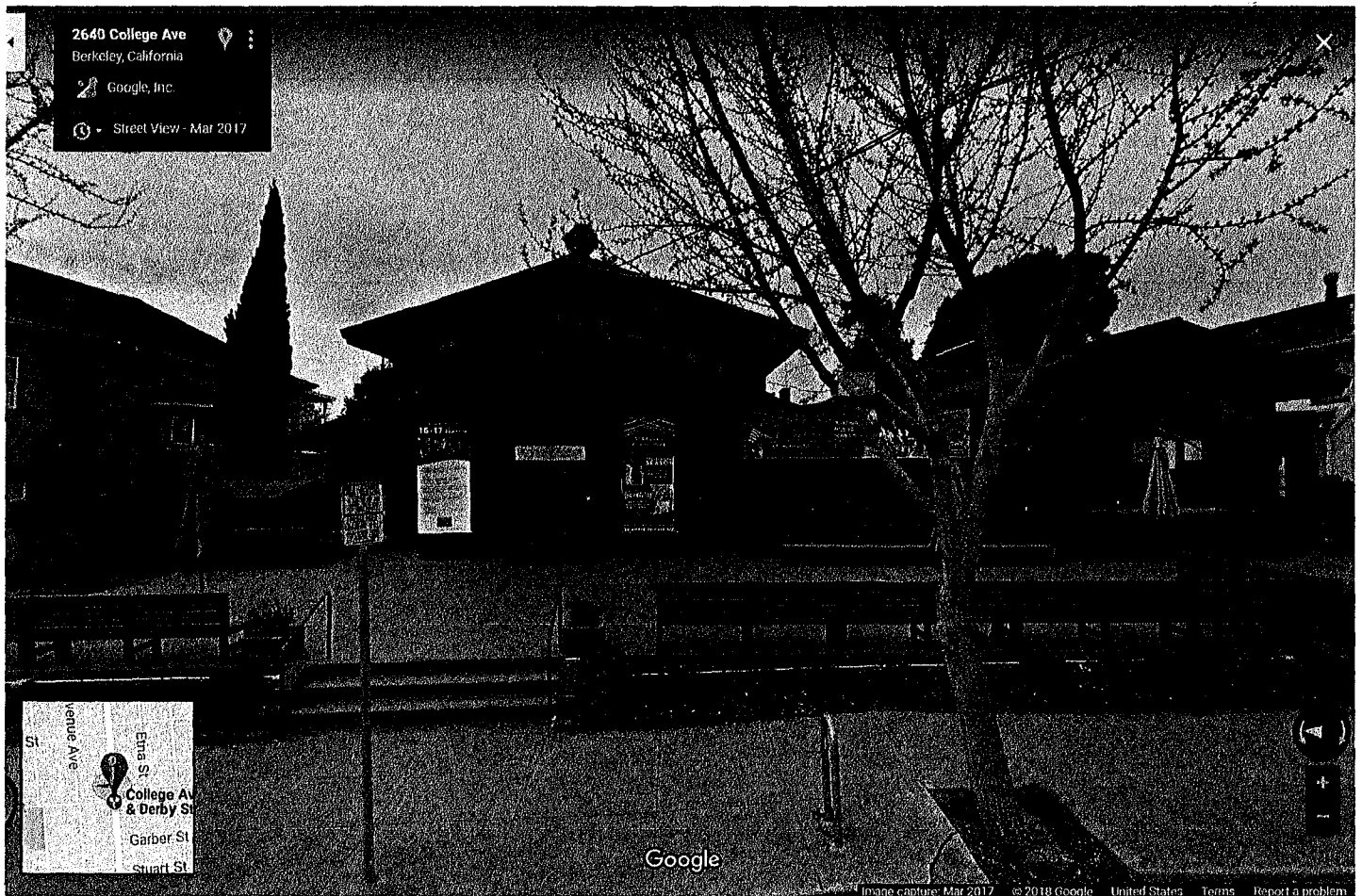
PAGE

41



Record #4A:

Google Street View of 2640 College Ave, Berkeley, CA – the location identified in the above location map for Stem2Bloom. The address is the site of the Berkeley Playhouse.



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Record #5

From: <https://www.aimschools.org/>



American Indian Model Schools

A School At Work!



American Indian
Model Schools

A School At Work!

171 12th Street, Oakland, CA 94607

Phone: (510) 893-8701 | Fax: (510) 893-0345

Powered by  edlio

Our Mission

The American Indian Model of Education focuses on the four tenets of Family, Accountability, High Expectations, and Free-Market Capitalism.

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PAGE 43

CONFIDENTIAL ATTORNEY WORK PRODUCT

000062

RESIDENT HISTORY FOR 633 ALMA AVENUE, #5, OAKLAND, CA 94610:

A search keyed to 633 Alma Avenue, #5, Oakland, CA 94610 identified three residents currently associated with the address.

John S. Schonborn with reported dates of 08/1986-12/05/2017

Therese Karlsson with reported dates of 02/13/2007-12/05/2017

Jessica Sund with reported dates of 10/2005-12/05/2017

Irma Lee Fink with reported dates of 12/1996-12/2017

Database #1

| Name | Address | Phone |
|--|---|---|
| SCHONBORN JOHN S | 4x633 ALMA AV 5 OAKLAND CA 94610-3857 Reported: 04/01/1988 - 12/05/2017 County: ALAMEDA | |
| KARLSSON THERESE | 2x633 ALMA AVE 5 OAKLAND CA 94610-3857 Reported: 02/13/2007 - 12/05/2017 County: ALAMEDA | Landline: (510)923-9530 |
| MS SUND JESSICA M | 5x633 ALMA AVE 5 OAKLAND CA 94610-3857 Reported: 08/28/2008 - 12/05/2017 County: ALAMEDA | Cell: (510)306-5436 Cell: (510)206-5436 Landline: (510)836-0705 |
| STLAWRENCE NICOLE A AKA: LAWRENCE, NICOLE S AKA: SAINT, NICOLE | 3x633 ALMA AV 5 OAKLAND CA 94610-3857 Reported: 12/21/2009 - 04/15/2012 County: ALAMEDA | Landline: (510)839-3537 |
| STEIN KAREN LEIGH AKA: REYNOLDS, KAREN L | 7x633 ALMA AV 5 OAKLAND CA 94610-3857 Reported: 11/13/2000 - 09/15/2011 County: ALAMEDA | |
| NEAL ANNA L AKA: NEIL, ANNA L AKA: MEAL, ANNA | 4x633 ALMA AVE 5 OAKLAND CA 94610-3857 Reported: 07/31/2007 - 04/12/2011 County: ALAMEDA | |
| FINK IRMA L AKA: DALTON, IRMA LEE AKA: IRMA, L | 3x633 ALMA AVE 5 OAKLAND CA 94610-3857 | |

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INVESTIGATORS
SINCE 1953

| | | |
|--|---|--|
| | Reported: 05/20/1998 - 04/11/2010 County: ALAMEDA | |
| STNICOLE A | 2x633 ALMA AV 5 OAKLAND CA 94610-3857 Reported: 12/21/2009 - 12/21/2009 County: ALAMEDA | |
| LAWRENCE NICOLE A AKA: STLAWRENCE, NICOLE A AKA: STLAWRENCE, NICOLE AKA: LAWRENCE, NICOLE S AKA: STNICOLE, A | 3x633 ALMA AV 5 OAKLAND CA 94610-3857 Reported: 12/21/2009 - 12/21/2009 County: ALAMEDA | Landline: (510)839-3537 Landline: (831)657-9126 |
| NEAL ANNA L AKA: NEAL, A | 5x633 ALMA AV 5 OAKLAND CA 94610-3857 Reported: 11/01/2007 - 11/01/2007 County: ALAMEDA | |
| PERCIFIELD JEFF D | 2x633 ALMA AVE 5 OAKLAND CA 94610-3857 Reported: 01/01/2001 - 10/01/2007 County: ALAMEDA | |
| KARLSSON TERES | 1x633 ALMA AVE 5 OAKLAND CA 94610-3857 Reported: 02/15/2007 - 02/15/2007 County: ALAMEDA | |
| MILLER DEVA M | 1x633 ALMA AVE 5 OAKLAND CA 94610-3857 Reported: 02/01/2007 - 02/01/2007 County: ALAMEDA | |
| BRUNSELL JENNIFER L AKA: FINK, JENNIFER AKA: FINK, JENNIFER L | 3x633 ALMA AVE 5 OAKLAND CA 94610-3857 Reported: 05/20/1998 - 08/14/2005 County: ALAMEDA | |
| FINK JENNIFER LEE AKA: FINK, J | 7x633 ALMA AV 5 OAKLAND CA 94610-3857 Reported: 05/20/1998 - 08/14/2005 County: ALAMEDA | Landline: (510)835-8651 |
| FREUND PETER J | 8x633 ALMA AV 5 OAKLAND CA 94610-3857 Reported: 11/13/2000 - 11/15/2000 County: ALAMEDA | |

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SINCE 1953

| | | |
|--|--|--|
| REYNOLDS KAREN L | 6x633 ALMA AV 5 OAKLAND CA 94610-3857 Reported: 11/13/2000 - 11/13/2000 County: ALAMEDA | |
| FINK TERRY G | 2x633 ALMA AVE 5 OAKLAND CA 94610-3857 Reported: 03/31/1998 - 05/12/1998 County: ALAMEDA | |
| GORDON TERRY AKA: FINK, TERRY AKA: FINK, PERRY G AKA: FINK, TERRY G | 1x633 ALMA AVE 5 OAKLAND CA 94610-3857 Reported: 05/12/1998 - 05/12/1998 County: ALAMEDA | |
| MCCAMPBELL THOMAS D | 2x633 ALMA AVE 5 OAKLAND CA 94610-3857 Reported: 12/31/1990 - 12/31/1996 County: ALAMEDA | |
| VONEHRENKROOK SUSAN E | 2x633 ALMA AVE 5 OAKLAND CA 94610-3857 Reported: 08/01/1991 - 12/01/1993 County: ALAMEDA | |
| WOUDSTRA PAMELA K | 9x633 N ALMA AV 5 OAKLAND CA 94610-3857 Reported: 05/01/1981 - 07/31/1993 County: ALAMEDA | |
| KINDBLAD KAREN JEAN | 2x633 ALMA AVE 5 OAKLAND CA 94610-3857 Reported: 08/01/1992 - 08/01/1992 County: ALAMEDA | |
| SAVAGE JEAN G | 1x633 ALMA AVE 5 OAKLAND CA 94610-3857 Reported: 08/01/1992 - 08/01/1992 County: ALAMEDA | |
| VAN EHRENKROOK CAMERON | 2x633 ALMA AVE 5 OAKLAND CA 94610-3857 Reported: 08/01/1991 - 08/01/1991 County: ALAMEDA | |
| VONEHRENKROO SUSAN E | 1x633 ALMA AVE 5 OAKLAND CA 94610-3857 | |

NEILSON AND MACRITCHIE
INVESTIGATORS
SINCE 1953

PAGE

46

CONFIDENTIAL ATTORNEY WORK PRODUCT

000065

| | | |
|---|--|--|
| | Reported: 08/01/1991 - 08/01/1991 County: ALAMEDA | |
| SCHONBORN STEVEN J AKA: SCHONBORN, JOHN S | 6x633 ALMA AV 5 OAKLAND CA 94610-3857 Reported: 04/01/1988 - 02/28/1990 County: ALAMEDA | |
| STEIN KATHERYN L | 1x633 ALMA AVE 5 OAKLAND CA 94610-3857 County: ALAMEDA | |
| MCCAMPBELL TOM D | 1x633 ALMA AVE 5 OAKLAND CA 94610-3857 County: ALAMEDA | |

Database #2

Subject 1 of 20:

IRMA LEE FINK, 65 Years Old (California)

633 ALMA AVE APT 5, OAKLAND, CA 94610-3857 (ALAMEDA COUNTY) (12/1996 to 12/2017)

Subject 2 of 20:

A STNICOLE, 40 Years Old (California, Pennsylvania)

633 ALMA AVE APT 5, OAKLAND, CA 94610-3857 (ALAMEDA COUNTY) (12/21/2009 to 01/08/2010)

Subject 3 of 20:

ANNA L NEAL, 38 Years Old (Illinois, California)

633 ALMA AVE APT 5, OAKLAND, CA 94610-3857 (ALAMEDA COUNTY) (07/28/2007 to 06/2008)

Subject 4 of 20:

DEVA MADHU MILLER (California)

633 ALMA AVE APT 5, OAKLAND, CA 94610-3857 (ALAMEDA COUNTY) (10/2006 to 05/2007)

Subject 5 of 20:

JENNIFER LEE BRUNSELL, 45 Years Old (Texas, California)

633 ALMA AVE APT 5, OAKLAND, CA 94610-3857 (ALAMEDA COUNTY) (05/01/1998 to 12/2006)

Subject 6 of 20:

PETER JULES FREUND, 63 Years Old (California, New York)

633 ALMA AVE APT 5, OAKLAND, CA 94610-3857 (ALAMEDA COUNTY) (09/1988 to 01/23/2003)

Subject 7 of 20:

KAREN LEIGH STEIN, 51 Years Old (California)

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SINCE 1953

633 ALMA AVE APT 5, OAKLAND, CA 94610-3857 (ALAMEDA COUNTY) (11/1985 to 01/23/2003)

Subject 8 of 20:

**PAMELA KAY WOULDSTRA, 59 Years Old (Alameda County, CA, San Joaquin County, CA)
633 ALMA AVE APT 5, OAKLAND, CA 94610-3857 (ALAMEDA COUNTY) (05/1981 to 01/23/2003)**

Subject 9 of 20:

**TERRY GORDON FINK, 66 Years Old (California)
633 ALMA AVE APT 5, OAKLAND, CA 94610-3857 (ALAMEDA COUNTY) (11/01/1997 to 05/12/1998)**

Subject 10 of 20:

**KAREN M STEIN, 54 Years Old (New York, Florida, California, Michigan, Wisconsin, Arizona)
633 ALMA AVE APT 5, OAKLAND, CA 94610-3857 (ALAMEDA COUNTY) (04/17/1997)**

Subject 11 of 20:

**SUSAN ELAINE VONEHRENKROOK, 56 Years Old (Alameda County, CA, Contra Costa County, CA)
633 ALMA AVE APT 5, OAKLAND, CA 94610-3857 (ALAMEDA COUNTY) (09/1991 to 12/1991)**

Subject 12 of 20:

**CHRISTINA J VELLA, 61 Years Old (California, New York, Georgia)
633 ALMA AVE APT 5, OAKLAND, CA 94610-3857 (ALAMEDA COUNTY) (03/1991)**

Subject 13 of 20:

**RUTH ANNE SODERBACK, 50 Years Old (Alameda County, CA)
633 ALMA AVE APT 5, OAKLAND, CA 94610-3857 (ALAMEDA COUNTY) (04/1990 to 12/1990)**

Subject 14 of 20:

**THOMAS D MCCAMPBELL, 52 Years Old (Illinois, California)
633 ALMA AVE APT 5, OAKLAND, CA 94610-3857 (ALAMEDA COUNTY) (08/1990 to 12/1990)**

Subject 15 of 20:

**WILLIAM EDWARD PETTAWAY, 60 Years Old (Nevada, California, Michigan)
633 ALMA AVE APT 5, OAKLAND, CA 94610-3857 (ALAMEDA COUNTY) (02/1985 to 11/1990)**

Subject 16 of 20:

**JESSICA MAGGIE SUND, 42 Years Old (California, Arizona)
633 ALMA AVE APT 5, OAKLAND, CA 94610-3857 (ALAMEDA COUNTY) (10/2005 to 11/03/2017)**

Subject 17 of 20:

**THERESE KARLSSON (Oakland, CA)
633 ALMA AVE APT 5, OAKLAND, CA 94610-3857 (ALAMEDA COUNTY) (02/2007 to 06/2007)**

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SINCE 1953

Subject 18 of 20:

STEVEN JOHN SCHONBORN, 70 Years Old (California)

633 ALMA AVE APT 5, OAKLAND, CA 94610-3857 (ALAMEDA COUNTY) (08/1986 to 01/23/2003)

Subject 19 of 20:

KAREN JEAN KINDBLAD, 58 Years Old (Oakland, CA)

633 ALMA AVE APT 5, OAKLAND, CA 94610-3857 (ALAMEDA COUNTY) (08/01/1992)

Subject 20 of 20:

FREDIERICK K HOWELL (Oakland, CA)

633 ALMA AVE APT 5, OAKLAND, CA 94610-3857 (ALAMEDA COUNTY) (04/1983)

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INVESTIGATORS
SINCE 1953

PAGE 49

CONFIDENTIAL ATTORNEY WORK PRODUCT

000068

RESIDENT HISTORY FOR 3024 CALIFORNIA STREET, OAKLAND, CA 94602:

A search keyed to 3024 California Street, Oakland, CA identified three residents currently associated with the address:

Cory T. Hamrick with reported dates of 05/04/1999-12/05/2017

Erica Winn with reported dates of 11/05/2012-11/28/2017

Jessica M. Sund with reported dates of 07/01/2017-07/01/2017

Database #1

| Name | Address | Phone |
|--|--|--|
| MR HAMRICK CORY T AKA: HAMRUCK, CORY T AKA: HANRICK, CORY | 10x3024 CALIFORNIA OAKLAND CA 94602-3908 Reported: 05/04/1999 - 12/05/2017 County: ALAMEDA | Landline: (510)531-6456 Cell: (510)697-7183 |
| HAMRICK CORY T | 1x3024 CALIFORNIA ST OAKLAND CA 94602-3908 Reported: 11/28/2017 - 11/28/2017 County: ALAMEDA | Landline: (510)531-6456 Cell: (510)697-7183 |
| WINN ERICA E | 3x3024 CALIFORNIA ST OAKLAND CA 94602-3908 Reported: 11/05/2012 - 11/28/2017 County: ALAMEDA | Cell: (305)510-9692 |
| SUND JESSICA M | 1x3024 CALIFORNIA ST OAKLAND CA 94602 Reported: 07/01/2017 - 07/01/2017 County: ALAMEDA | |
| PALLE LESLIE LISA AKA: HIPOLITO, LESLIE | 12x3024 CALIFORNIA ST OAKLAND CA 94602-3908 Reported: 10/2005 - 08/2012 County: ALAMEDA | |
| TRUEMAN TIFFANY J AKA: TRUMAN, TIFFANY J AKA: TRVEMAN, TIFFANY JOY | 2x3024 CALIFORNIA ST AT OAKLAND CA 94602-3908 Reported: 11/30/2009 - 11/30/2009 County: ALAMEDA | |
| COX MILLETT JANIS AKA: COX, JANIS R | 1x3024 CALIFORNIA ST OAKLAND CA 94602-3908 | |

NEILSON AND MACRITCHIE
INVESTIGATORS
SINCE 1953

| | | |
|--|--|-------------------------|
| AKA: MILLETT, JANIS AKA: MILLETT, JANIS C | Reported: 11/18/1998 - 12/15/2004 County: ALAMEDA | |
| MAY LORRAINE C | 2x3024 CALIFORNIA ST OAKLAND CA 94602-3908 Reported: 03/09/2003 - 04/30/2003 County: ALAMEDA | |
| MAY LORRAINE C | 1x3024 CALIFORNIA ST OAKLAND CA 94602 Reported: 03/09/2003 - 04/29/2003 County: ALAMEDA | |
| DEL ROSSO VALENTINE M | 1x3024 CALIFORNIA ST OAKLAND CA 94602 Reported: 11/13/2000 - 11/13/2000 County: ALAMEDA | |
| DELROSSO VALENTINE M AKA: DELROSSO, V | 5x3024 CALIFORNIA ST OAKLAND CA 94602-3908 Reported: 11/13/2000 - 11/13/2000 County: ALAMEDA | Landline: (209)538-4494 |
| LIPSKY RACHEL S | 10x3024 CALIFORNIA ST OAKLAND CA 94602-3908 Reported: 10/01/2000 - 11/08/2000 County: ALAMEDA | |
| LIPSKY RACHEL S | 1x3024 CALIFORNIA ST OAKLAND CA 94602 Reported: 11/08/2000 - 11/08/2000 County: ALAMEDA | |
| SCHERRER MARGARET LOUISE AKA: SCHERRER, MARGARET P AKA: HALL, MARGARET L | 5x3024 CALIFORNIA ST OAKLAND CA 94602-3908 Reported: 03/31/1989 - 05/2000 County: ALAMEDA | Landline: (510)528-2407 |
| MURRAY ANDREA MARGRET AKA: ANDREA, MURRAY AKA: MURRAY, AUDREA | 3x3024 CALIFORNIA ST OAKLAND CA 94602-3908 Reported: 07/01/1994 - 03/02/1999 County: ALAMEDA | |
| MURRAY ANDREA M | 6x3024 CALIFORNIA ST OAKLAND CA 94602-3908 Reported: 05/01/1997 - 04/1998 County: ALAMEDA | Landline: (510)482-8611 |

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INVESTIGATORS
SINCE 1953

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| COX JANIS R | 3x3024 CALIFORNIA ST OAKLAND CA 94602-3908 Reported: 02/02/1991 - 06/1997 County: ALAMEDA | |
| HALL MARGARET L | 2x3024 CALIFORNIA ST OAKLAND CA 94602-3908 Reported: 03/31/1989 - 04/01/1996 County: ALAMEDA | |
| SCHERRER MARGARET L AKA: HALL, MARGARET AKA: SCHERRER, MARGARET LOUISE | 4x3024 CALIFORNIA ST OAKLAND CA 94602-3908 Reported: 12/1993 - 04/01/1996 County: ALAMEDA | |
| MILLETT JANICE C | 1x3024 CALIFORNIA ST OAKLAND CA 94602-3908 Reported: 02/02/1991 - 02/02/1991 County: ALAMEDA | |

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SINCE 1953

(Date)

Re: (Name – Address)

DATA SEARCHES RE: CORY T. HAMRICK
DOB: 101/XX/1967
SSN: 397-XX-1724 ISSUED IN WISCONSI BETWEEN 1983 AND 1987.

CONCLUSIONS:

A preponderance of the evidence supports a conclusion that Jessica Sund’s partner, and the father of her child, Mr. Cory T. Hamrick’s current principle place of residence 3024 California Street, Oakland, CA 94602. Specific evidence supporting this conclusion includes:

- 1) Address History Databases identify 3024 California Street, Oakland, CA 94602 as Mr. Hamrick’s sole current address, with reporting dates 4/1999 – 3/27/2018.
- 2) Cory Hamrick is the current property owner of 3024 California Street, Oakland, CA. A Homestead Exemption is on file and the Tax Assessor’s mailing address of record is the same as the property address - 3024 California St., Oakland, CA 94602.
- 3) Mr. Hamrick is currently registered to vote at 3024 California St., Oakland, CA 94602, registration date – 6/7/2016.

NEILSON AND MACRITCHIE
INVESTIGATORS
SINCE 1953

PAGE

53

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000072

SUBJECT INFO:

Name: Cory T. Hamrick

DOB: 01/07/1967

SSN: 397-90-1724 issued in Wisconsin between 1983 and 1984.

ADDRESS HISTORY

A 3/27/2018 review of an Address History database for Ms. Hamrick identified one current address: 3024 California St., Oakland, CA 94601, reporting dates 4/1999 – 3/27/2018.

3024 CALIFORNIA ST, OAKLAND, CA 94602-3908 (ALAMEDA COUNTY) (04/1999 to 03/27/2018)
4249 ATLAS AVE, OAKLAND, CA 94619-1631 (ALAMEDA COUNTY) (12/1995 to 11/01/2006)
6646 MACARTHUR BLVD, OAKLAND, CA 94605-2172 (ALAMEDA COUNTY) (06/01/2006 to 06/01/2006)
PO BOX 161, OAKLAND, CA 94604-0161 (ALAMEDA COUNTY) (01/01/1993 to 01/23/2003)
4850 W MARQUETTE AVE, FRANKLIN, WI 53132-9400 (MILWAUKEE COUNTY) (01/1989 to 01/23/2003)
7210 EUSTON ST APT 3, GREENDALE, WI 53129-1762 (MILWAUKEE COUNTY) (10/1994 to 03/1997)
6114 LA SALLE AVE, OAKLAND, CA 94611-2802 (ALAMEDA COUNTY) (09/1995 to 09/1995)
3002 N BARTLETT AVE, MILWAUKEE, WI 53211-3214 (MILWAUKEE COUNTY) (05/1995 to 06/1995)
3038 S 84TH ST, MILWAUKEE, WI 53227-3704 (MILWAUKEE COUNTY) (05/1991 to 06/1994)

NEILSON AND MACRITCHIE
INVESTIGATORS
SINCE 1953

PAGE

54

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000073

REAL PROPERTY OWNERSHIP RECORDS

A search of California real property ownership records statewide, and jurisdictions available on-line nationwide, identified one record of current property ownership associated with Mr. Hamrick – 3024 California St., Oakland, CA 94602 (Records #). The database property record and tax assessment records show Mr. Hamrick to currently have a Homestead Exemption on file and to have had the exemption in place since at least 2009. Those records also show the Tax Assessor’s mailing address of record is 3024 California St., Oakland, CA 94602 (Records #1 and #2). On March 27, 2018, a telephone contact of the Alameda County Assessor’s office confirmed Cory Hamrick as the current property owner of 3024 California Street, Oakland, CA.

Record #1:

Purchase Date: 04/09/1999

3024 CALIFORNIA ST, OAKLAND, CA 94602-3908 (ALAMEDA COUNTY)

Homestead

APN: 028-0972-018

APN Sequence Number: 001

Date Subject First Seen as Owner: 04/09/1999

Date Subject Last Seen as Owner: 2017

Subdivision Name: KEY ROUTE ACRES

Building Square Feet: 972

Living Square Feet: 972

Land Square Feet: 3,800

Year Built: 1925

Latest Tax Roll/Assessment Information

Tax Year: 2016

Tax Amount: \$4,033.88

Assessed Year: 2017

Assessed Value: \$237,731

Sale Date: 01/28/2013

Sale Amount: \$176,000

Document Number: 153411

Total Value: \$237,731

Land Value: \$71,319

Improvement Value: \$166,412

Bedrooms: 2

Baths: 1

Most Current Ownership Information - 04/09/1999

Owner: CORY T HAMRICK

Mailing Address: 3024 CALIFORNIA ST, OAKLAND, CA 94602-3908 (ALAMEDA COUNTY)

Seller: JANIS R COX

3024 CALIFORNIA ST, OAKLAND, CA 94602-3908 (ALAMEDA COUNTY)

Owner Relationship Type: Unmarried Man

Sale Date: 04/09/1999

Sale Code: Full Value

Sale Amount: \$176,000

Mortgage

Lender: CASHCALL INCMortgage Amount: \$222,000

Mortgage Loan Type: Conventional

Mortgage Deed Type: Deed of Trust

Mortgage Term: 20 Years

Mortgage Date: 01/28/2013

Mortgage Due Date: 02/01/2033

Mtg Sec Cat: CNV, Fixed, Refinance, Conforming

Refi Flag: Loan to Value is More Than 50%

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INVESTIGATORS
SINCE 1953

Absentee Indicator: **Situs Address Taken From Sales Transaction - Determined Owner Occupied**
Deed Sec Cat: **Residential (Modeled)**
Universal Land Use: **Single Family Residence**
Property Indicator: **Single Family Residence/Townhouse**
Resale New Construction: **Resale**
Residential Model Indicator: **Based On Zip Code and Value Property is Residential**

Mortgage

Lender: **WELLS FARGO BK NAM**Mortgage
Amount: **\$230,000**
Mortgage Loan Type: **Conventional**
Mortgage Deed Type: **Deed of Trust**
Mortgage Term: **30 Years**
Mortgage Date: **07/08/2010**
Mortgage Due Date: **08/01/2040**
Mtg Sec Cat: **CNV, Fixed, Refinance, Conforming**
Refi Flag: **Loan to Value is More Than 50%**

Mortgage

Lender: **CHASE MANHATTAN MTGM**Mortgage
Amount: **\$210,000**
Mortgage Loan Type: **Conventional**
Mortgage Deed Type: **Deed of Trust**
Mortgage Term: **30 Years**
Mortgage Date: **12/03/2003**
Mortgage Due Date: **01/01/2034**
Mtg Sec Cat: **CNV, Fixed, Refinance, Conforming**
Mortgage Interest Rate Type: **Fixed**
Refi Flag: **Loan to Value is More Than 50%**

Mortgage

Lender: **CHASE MANHATTAN MTGM**Mortgage
Amount: **\$190,600**
Mortgage Loan Type: **Conventional**
Mortgage Deed Type: **Deed of Trust**
Mortgage Term: **30 Years**
Mortgage Date: **11/21/2002**
Mortgage Due Date: **12/01/2032**
Mtg Sec Cat: **CNV, Fixed, Refinance, Conforming**
Mortgage Interest Rate Type: **Fixed**
Refi Flag: **Loan to Value is More Than 50%**

Mortgage

Lender: **CMG MTG INC**Mortgage Amount: **\$193,000**

| | |
|--|---|
| | <p>Mortgage Loan Type: Conventional Mortgage Deed Type: Deed of Trust Mortgage Term: 30 Years Mortgage Date: 03/20/2001 Mortgage Due Date: 04/01/2031 Mtg Sec Cat: CNV, Fixed, Refinance, Conforming Refi Flag: Loan to Value is More Than 50%</p> <p><u>Mortgage</u> Lender: BANK OF AMERICA Mortgage Amount: \$167,200 Mortgage Loan Type: Conventional Mortgage Deed Type: Deed of Trust Mortgage Term: 30 Years Mortgage Date: 04/15/1999 Mortgage Due Date: 05/01/2029 Mtg Sec Cat: CNV, Fixed, Conforming Mortgage Interest Rate Type: Fixed</p> |
|--|---|

Previous Ownership Information - 04/10/1999

| | |
|---|--|
| <p>Owner: JANIS MILLETT Mailing Address: 723 ARBOLADO RD, SANTA BARBARA, CA 93103-2031 (SANTA BARBARA COUNTY) Seller: KENNETH MILLETT 3024 CALIFORNIA ST, OAKLAND, CA 94602-3908 (ALAMEDA COUNTY) Owner Relationship Type: Married Woman Sale Date: 04/10/1999 Absentee Indicator: Situs Address Taken From Sales Transaction - Determined Absentee Owner Deed Sec Cat: Interfamily Transfer, Resale, Cash Purchase, Residential (Modeled) Property Indicator: Single Family Residence/Townhouse Inter Family: Yes Resale New Construction: Resale</p> | <p><u>Mortgage</u> No Mortgage</p> |
|---|--|

Residential Model Indicator: Based On Zip Code and Value Property is Residential

Previous Ownership Information - 04/09/1999

Owner: **CORY T HAMRICK**
Mailing Address: **3024 CALIFORNIA ST, OAKLAND, CA 94602-3908 (ALAMEDA COUNTY)**
Seller: **JANIS R COX**
3024 CALIFORNIA ST, OAKLAND, CA 94602-3908 (ALAMEDA COUNTY)
Owner Relationship Type: **Unmarried Man**
Sale Date: **04/09/1999**
Sale Code: **Full Value**
Sale Amount: **\$176,000**
Absentee Indicator: **Owner Occupied**
Universal Land Use: **Single Family Residence**
Property Indicator: **Single Family Residence**
Residential Model Indicator: **Property is Residential**

Mortgage Information not available

Record #2:

Property Tax Assessment Records:

3024 CALIFORNIA ST, OAKLAND, CA 94602-3908 (ALAMEDA COUNTY)
Address: **3024 CALIFORNIA ST, OAKLAND, CA 94602-3908 (ALAMEDA COUNTY)**
APN: **028-0972-018**
APN Sequence Number: **001**
Property Indicator: **Single Family Residence**
Municipality Name: **OAKLAND INCORP**
Municipality Code: **17**
Subdivision Name: **KEY ROUTE ACRES**

Assessment (2012 - 2016)

Owner:
CORY T HAMRICK [View Person Record]

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INVESTIGATORS
SINCE 1953

3024 CALIFORNIA ST, OAKLAND, CA 94602-3908 (ALAMEDA COUNTY)

Seller:

JANIS R COX [View Person Record]

Total Value Calculated: **\$237,731**
Land Value Calculated: **\$71,319**
Improvement Value Calculated: **\$166,412**
Total Value Calculated Flag: **Assessed Value**
Land Value Calculated Flag: **Assessed Value**
Improvement Value Calculated Flag: **Assessed Value**
Assessed Total Value: **\$237,731**
Assessed Land Value: **\$71,319**
Assessed Improvement Value: **\$166,412**
Tax Amount: **\$4,033.88**
Assessed Year: **2017**
Tax Year: **2016**
Tax Code Area: **17001**
Homestead Exempt: **Y**

Total Value Calculated: **\$233,071**
Land Value Calculated: **\$69,921**
Improvement Value Calculated: **\$163,150**
Total Value Calculated Flag: **Assessed Value**
Land Value Calculated Flag: **Assessed Value**
Improvement Value Calculated Flag: **Assessed Value**
Assessed Total Value: **\$233,071**
Assessed Land Value: **\$69,921**
Assessed Improvement Value: **\$163,150**
Tax Amount: **\$4,008.92**
Assessed Year: **2016**
Tax Year: **2015**
Tax Code Area: **17001**
Homestead Exempt: **Y**

Total Value Calculated: **\$229,570**
Land Value Calculated: **\$68,871**
Improvement Value Calculated: **\$160,699**
Total Value Calculated Flag: **Assessed Value**
Land Value Calculated Flag: **Assessed Value**
Improvement Value Calculated Flag: **Assessed Value**
Assessed Total Value: **\$229,570**
Assessed Land Value: **\$68,871**
Assessed Improvement Value: **\$160,699**
Tax Amount: **\$3,980.64**
Assessed Year: **2015**
Tax Year: **2014**
Tax Code Area: **17001**
Homestead Exempt: **Y**

Total Value Calculated: **\$225,073**
Land Value Calculated: **\$67,522**
Improvement Value Calculated: **\$157,551**
Total Value Calculated Flag: **Assessed Value**
Land Value Calculated Flag: **Assessed Value**
Improvement Value Calculated Flag: **Assessed Value**
Assessed Total Value: **\$225,073**
Assessed Land Value: **\$67,522**
Assessed Improvement Value: **\$157,551**
Tax Amount: **\$3,950.02**
Assessed Year: **2014**
Tax Year: **2013**
Tax Code Area: **17001**
Homestead Exempt: **Y**

NEILSON AND MACRITCHIE
INVESTIGATORS
SINCE 1953

Total Value Calculated: **\$224,057**
Land Value Calculated: **\$67,217**
Improvement Value Calculated: **\$156,840**
Total Value Calculated Flag: **Assessed Value**
Land Value Calculated Flag: **Assessed Value**
Improvement Value Calculated Flag: **Assessed Value**
Assessed Total Value: **\$224,057**
Assessed Land Value: **\$67,217**
Assessed Improvement Value: **\$156,840**
Tax Amount: **\$3,800.08**
Assessed Year: **2013**
Tax Year: **2012**
Tax Code Area: **17001**
Homestead Exempt: **Y**

Acres: **0.0872**
Land Square Footage: **3800**
Building Square Feet: **972**
Living Square Feet: **972**
Year Built: **1925**
Effective Year Built: **1925**
Bedrooms: **2**
Total Rooms: **5**
Full Baths: **1**
Construction Type: **Wood**
Garage: **Type Unknown**
Parking Type: **Type Unknown**
Quality: **Average**
Stories: **1.00**
Stories Number: **1**
Style: **Rectangular Design**
Units Number: **1**

Assessment (2008 - 2011)

Owner:
CORY T HAMRICK [View Person Record]
3024 CALIFORNIA ST, OAKLAND, CA 94602-3908 (ALAMEDA COUNTY)
Seller:
JANIS R COX [View Person Record]

Total Value Calculated: **\$219,664**
Land Value Calculated: **\$65,899**
Improvement Value Calculated: **\$153,765**
Total Value Calculated Flag: **Assessed Value**
Land Value Calculated Flag: **Assessed Value**
Improvement Value Calculated Flag: **Assessed Value**
Assessed Total Value: **\$219,664**
Assessed Land Value: **\$65,899**
Assessed Improvement Value: **\$153,765**
Tax Amount: **\$3,784.02**
Assessed Year: **2012**
Tax Year: **2011**
Tax Code Area: **17001**
Homestead Exempt: **Y**

Total Value Calculated: **\$215,358**
Land Value Calculated: **\$64,607**
Improvement Value Calculated: **\$150,751**
Total Value Calculated Flag: **Assessed Value**
Land Value Calculated Flag: **Assessed Value**
Improvement Value Calculated Flag: **Assessed Value**
Assessed Total Value: **\$215,358**
Assessed Land Value: **\$64,607**

NEILSON AND MACRITCHIE
INVESTIGATORS
SINCE 1953

PAGE

60

Assessed Improvement Value: **\$150,751**
Tax Amount: **\$3,566.02**
Assessed Year: **2011**
Tax Year: **2010**
Tax Code Area: **17001**
Homestead Exempt: **Y**

Total Value Calculated: **\$213,750**
Land Value Calculated: **\$64,125**
Improvement Value Calculated: **\$149,625**
Total Value Calculated Flag: **Assessed Value**
Land Value Calculated Flag: **Assessed Value**
Improvement Value Calculated Flag: **Assessed Value**
Assessed Total Value: **\$213,750**
Assessed Land Value: **\$64,125**
Assessed Improvement Value: **\$149,625**
Tax Amount: **\$3,664.00**
Assessed Year: **2010**
Tax Year: **2009**
Tax Code Area: **17001**
Homestead Exempt: **Y**

Total Value Calculated: **\$214,258**
Land Value Calculated: **\$64,277**
Improvement Value Calculated: **\$149,981**
Total Value Calculated Flag: **Assessed Value**
Land Value Calculated Flag: **Assessed Value**
Improvement Value Calculated Flag: **Assessed Value**
Assessed Total Value: **\$214,258**
Assessed Land Value: **\$64,277**
Assessed Improvement Value: **\$149,981**
Tax Amount: **\$3,399.68**
Assessed Year: **2009**
Tax Year: **2008**
Tax Code Area: **17001**
Homestead Exempt: **Y**

Acres: **0.0872**
Land Square Footage: **3800**
Building Square Feet: **972**
Living Square Feet: **972**
Year Built: **1925**
Effective Year Built: **1925**
Bedrooms: **2**
Total Rooms: **5**
Full Baths: **1**
Construction Type: **Wood**
Garage: **Type Unknown**
Parking Type: **Type Unknown**
Quality: **Average**
Stories: **1.00**
Stories Number: **1**
Style: **Rectangular Design**
Units Number: **1**

NEILSON AND MACRITCHIE
INVESTIGATORS
SINCE 1953

PAGE

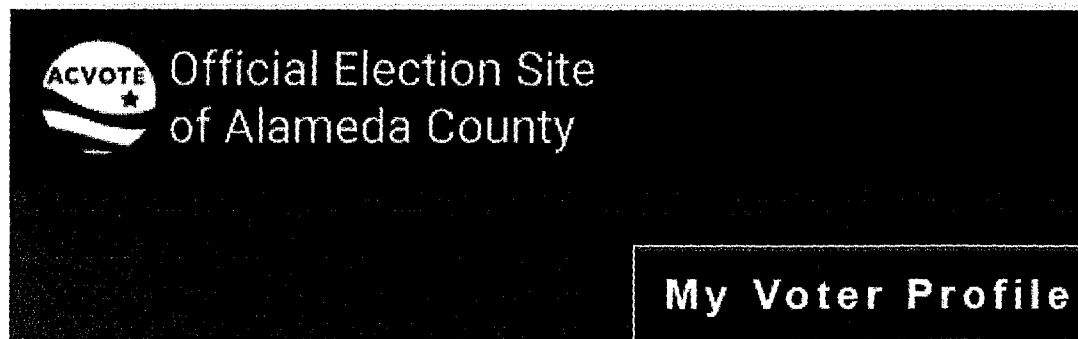
61

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000080

VOTER REGISTRATION:

On October 5/20/1018, an online search of Alameda County Voter Registration records keyed to Mr. Hamrick's Date of Birth and the last four digits of his social security records identified a current registration for Mr. Hamrick at 3024 California St., Oakland, CA 94602, registration date – 6/7/2016.



VOTER INFORMATION

Address: 3024 CALIFORNIA
ST
OAKLAND, CA
94602

Birth Date: January 07 1967

Registration Date: June 07 2016

NEILSON AND MACRITCHIE
INVESTIGATORS
SINCE 1953

PAGE

62

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000081

Vote by mail: You are registered as a permanent vote by mail voter.

Party: Democratic

You will need to re-register to vote when you: change your residential address, change your name, change your political party choice.

If you want to change your Voter Information, you can re-register using our Online Voter Registration form. [Click here to go to Voter Registration form](#) Opens in new window

VOTER PREFERENCES

Preferred language: English
[Click here to change your preferred language](#) Opens in same window

Mail Voter Information Guide: You have chosen to receive your Voter Information Guide by mail. [Change](#) Opens in same window

NEILSON AND MacRITCHIE
INVESTIGATORS
SINCE 1953

PAGE

63

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000082

VERIFICATION OF Onsite MANAGER

I, Ursula Dawkins-Morales, declare as follows:

1. I am an individual over the age of 18 years and the property manager of the building located at 633 Alma street, Oakland, California. Unless otherwise stated, I make this declaration based upon facts personally known to me and if called as a witness, I would testify competently thereto.

2. I have been the property manager of this property since the first week of October 2017.

3. I am the onsite resident manager and I reside in apartment 11 at 633 Alma.

4. At 633 Alma, I collect the rents, clean the building, vacuum the halls, manage the trash, handle maintenance requests as they come in and handle the day to day operations.

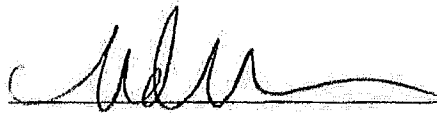
5. I have never met or seen Jessica Sund, the alleged occupant of unit #5 and I am at the building everyday because I do live here.

6. Jessica Sund does not reside/live, sleep, do laundry here because if she did, I would have met her at-least once in passing and this has never happened. I have met all the other residents in the building in passing and know them by name.

7. Jessicas neighbors have also told me that Jessica doesn't live here because they know her well and have not seen her in almost a year now.

8. I have been asked if I have heard or seen a baby in unit 5 and I know for a fact that a baby doesn't not live in unit 5. My unit , # 11 is directly above unit #5 . I have never once heard a baby cry below me and would know if a baby was living below me as I do sleep here every night.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on May 18, 2018 in Oakland, California.



Ursula Dawkins-Morales

DECLARATION OF ONSITE MANAGER

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
-RENT INCREASE NOTICE-

To **Jessica Maggie Sund (original 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:

633 Alma Street, Unit Number 5
City of Oakland, County of Alameda, State of California 94610
--including all associated housing privileges-- (the "Premises")

You are hereby notified that, effective **December 1, 2017**, not less than sixty (60) 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 \$908.67 per month to two thousand ninety five dollars (\$2,095) 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 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, Jessica Maggie Sund, 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

Costa-Hawkins Rent Increase for 633 Alma Street, Unit Number 5, Oakland, CA

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.

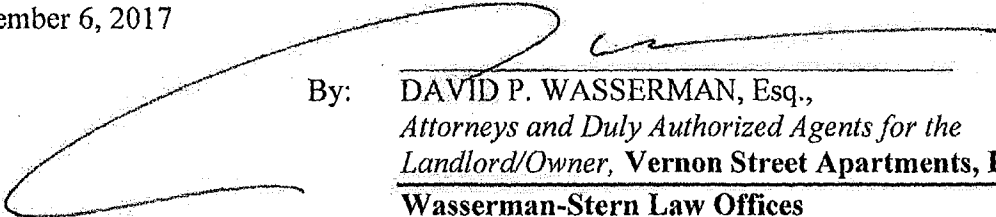
Information regarding this NOTICE may be obtained from the City of Oakland's Rent Adjustment Program. Parties seeking legal advice concerning evictions should consult with an attorney. The Rent Program is located at 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, California 94612, 510.238.3721, website: www.oaklandnet.com. 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 and are not governed by the Rent Adjustment Program..

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

WASSERMAN-STERN

Dated: September 6, 2017

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

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

CITY OF OAKLAND



P.O. BOX 70243, OAKLAND, CA 94612-2043
Department of Housing and Community Development
Rent Adjustment Program

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

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland has a Rent Adjustment Program ("RAP") that limits rent increases...
Starting on February 1, 2017, an owner must petition the RAP for any rent increase...
Contesting a Rent Increase: You can file a petition with the RAP to contest unlawful rent increases...
If you contest a rent increase, you must pay your rent with the contested increase until you file a petition...
Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22)...
Oakland charges owners a Rent Program Service Fee per unit per year...
Oakland has a Tenant Protection Ordinance ("TPO") to deter harassing behaviors by landlords...
The owner ___ 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 ____, 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.

PREMISES ADDRESS 633 Alma St. APARTMENT 5, OAKLAND, CA 946 10 DATE: 7/08/08

Security Deposit: \$ 895.00
Rent Collected: \$ 895.00
For Period: 7/10/08 to 8/10/08
Other: \$ 25.00 Credit report
Total Collected: \$ 1815.00

RESIDENTIAL TENANCY AGREEMENT

1. **INTRODUCTION:** 633 Alma St. Investors ("Owner") leases to Jessica Maggie Sund ("Tenant"), and Tenant hires that certain apartment located at 633 Alma St. #5 Oakland, California, 946 10, (the "Premises"). No other portion of the building wherein the Premises is located is included unless expressly provided for in this Residential Tenancy Agreement ("this Agreement"). This Agreement may be used for both rent controlled and non-rent controlled premises. If the premises being rented not subject to the Oakland Residential Rent Arbitration Program, no reference in this Agreement to the Residential Rent Arbitration Program shall be deemed to represent to Tenant that the Premises is subject thereto, nor shall such reference make the Residential Rent Arbitration Program in any way applicable to the tenancy created by this Agreement.

2. **TERM:** The term of this Agreement shall begin on 7/07/08^{10 RS} and end on 1-10-09 RS^{1-10-09 RS} and shall continue on and thereafter shall be month-to-month on the same terms and conditions as stated herein, save any changes made pursuant to law, until terminated.

3. **PHYSICAL POSSESSION:** If Owner is unable to deliver possession of the Premises at the commencement of the term, Owner shall not be liable for any damage caused thereby, nor shall this Agreement be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. If Owner is unable to deliver possession of the Premises within thirty (30) days of the commencement date of this Agreement for any reason, including, but not limited to, the Owner being unable to deliver the Premises vacant, then either Owner or Tenant may terminate this Agreement and all consideration paid to the Owner shall be returned to the Tenant.

4. **RENT:** The initial monthly base rent for the Premises shall be Eight hundred ninety five dollars 00/100 (\$ 895.00). All rent is due and payable in advance on the first day of each and every month (the "Due Date") without offsets, deductions or credits. The first month's rent of Eight hundred ninety five dollars 00/100 (\$ 895.00) for the period 7/07/08 through 8/10/08 is due and payable on the first. All rent shall be paid to Owner or such other person, as Owner shall designate in writing. Tenant agrees always to pay rent by personal check, cashier's check or money order and not use cash. Rent shall be paid to Owner at the following address: J&R Associates, 364-41ST Oakland, CA 94609; telephone number: (510) 547-8916 or at such other place designated by Owner. Any other sums which may become due from Tenant from time to time pursuant to the terms of this Agreement shall also be considered "rent." and will be due on the Due Date. Tenant bears the risk of loss or delay of any payment made by mail. Owner must receive mailed rent payments on or before the Due Date. Rent for any partial month shall be pro-rated at the rate of 1/30th

of the monthly rent per day. Owner may apply any payment made by Tenant to any obligation of Tenant to Owner notwithstanding any dates or other direction from Tenant that accompanies any such payment. Any attempt by Tenant to allocate a payment in any other way shall be null and void.

5. Security Deposit:

a. Before the commencement of the term, Tenant shall pay a security deposit of Eight hundred ninety five dollars (\$ 895.00) (the "Security Deposit") for the purposes set forth in Civil Code Section 1950.5. No trust relationship between Owner and Tenant is created because of the Security Deposit and Owner may commingle the Security Deposit with other funds of Owner. Owner may retain such amounts of the Security Deposit as allowed by law including, but not limited to, Tenant's obligation to restore the Premises to the condition in which they were delivered to the Tenant, and to restore, replace or return personal property. Owner shall, within the time period allotted by law, refund any balance after such deductions to Tenant after Tenant has vacated the Premises. Tenant shall not be deemed to have vacated the Premises for purposes of this paragraph until (i) Tenant returns to Owner ALL keys to the Premises, and (ii) Tenant has surrendered the Premises to Owner free and empty of all persons claiming any right to possess the Premises and free and empty of all personal property. Any balance of the Security Deposit and an accounting of any deductions therefore will be mailed to Tenant at the Premises unless Tenant provides, in writing to Owner, a mailing address to which the balance, if any, of the Security Deposit and the accounting should be sent. Owner's check or other draft refunding any balance of the Security Deposit may be made in the name of all original tenants regardless of the party who in fact made the deposit and regardless of the identity of the persons then occupying the Premises. Tenant may NOT apply the Security Deposit, or any portion thereof, to the last month's rent. If Owner applies any portion of the Security Deposit to any obligations of Tenant at any time during the tenancy Tenant must, upon 5 days written notice, reinstate the Security Deposit to its full original amount. Tenant agrees and understands that in the event said damages exceed the Security Deposit, Tenant shall be responsible for the total amount of the damages over and above the Security Deposit.

b. So long as any law so requires, commencing with the date Owner received the Security Deposit, Owner shall pay to Tenant simple interest as directed by such law on the amount held as Security Deposit provided this tenancy does not terminate before the Security Deposit has been held for one year. Owner may deduct the amount of the annual Rent Board Rental Fee from the amount of interest due to Tenant. Said payment of interest shall be made once a year commencing with the date the Security Deposit has been held for a year. Upon Tenant's surrender of the Premises, if the Security Deposit is insufficient to remedy Tenant's default in rent, to repair damages caused by Tenant and to clean the Premises, Owner may use from the accrued unpaid interest such amounts as are necessary for those purposes. Accrued unpaid interest or balance thereof, if any, shall be mailed to Tenant at last known address in the same manner as any refund of the Security Deposit.

c. Owner may increase the security deposit up to the maximum allowed by law at any time with notice. The parties agree that the Security Deposit is not rent and therefore not subject to the Rent Ordinance.

d. It is understood that the Premises have been professionally cleaned prior to the commencement of the term. Upon termination of tenancy unit will be professionally cleaned and charges will be deducted from the Security Deposit.

6. LATE PAYMENTS: Tenant and Owner agree that Owner will sustain costs and damage as a result of any late payment of rent, but Owner and Tenant acknowledge that it will be extremely difficult to determine with specificity the actual amount of that damage. Therefore, Tenant agrees to pay, as additional rent, a late charge equal to Fifty Dollars (\$50.00) for any payment of rent not received within five (5) calendar days of the Due Date. The parties agree that this late charge represents a fair and reasonable estimate of the costs and damages that Owner will incur by reason of late payment by Tenant. The provision for payment of a late charge does not constitute a grace period and Owner may serve a 3-day Notice to Pay Rent or Quit for the amount of any unpaid late charge on the day after the Due Date.

7. RETURNED CHECKS: In the event that Tenant makes any payment required hereunder with a check which is not honored by the bank on which it is drawn for any reason, Tenant agrees to pay to Owner as additional rent, the additional sum of Fifty Dollars (\$50.00) as a reimbursement of the expenses incurred by Owner. This charge is in addition to the late charge described in Section 6 herein. A dishonored check shall constitute late payment of rent and shall be subject to late charges as outlined above. Such charges shall be immediately due and payable upon notice to Tenant. Failure to immediately pay the charges shall constitute a default under the terms of this Agreement. Owner reserves the right to demand payment of rent by certified funds, cashier's check or money order for all future payments in the event of any such returned check or any other monetary default by Tenant and rent tendered in any other form may be refused by Owner. Nothing in this paragraph shall limit other remedies available to Owner as a payee of a dishonored check.

8. FAILURE TO PAY: Pursuant to Civil Code Section 1785.26, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit-reporting agency if you fail to fulfill the terms of your credit obligations under the terms of this Agreement.

9. INDIVIDUAL LIABILITY: Each person who signs this agreement, whether or not said person is or remains in possession, shall be jointly and severally responsible for the full performance of each and every obligation of this agreement, including, but not limited to, the payment of all rent due and the payment of costs to remedy damages to the Premises regardless of whether such damages were caused by a Tenant or invitee of Tenant.

10. INSPECTION OF PREMISES: Tenant has inspected the Premises, furnishings and equipment including smoke detectors, where applicable, and has found the same to be satisfactory and in good working order. All plumbing, heating and electrical systems are operative and deemed satisfactory by Tenant if Owner is not notified in writing to the contrary within 48 hours of occupancy of the Premises.

11. USE/OCCUPANCY:

a. The Premises are leased for use as a permanent, principal, and full-time residence, utilizing designated portions of the premises for living, sleeping, cooking and dining purposes, and for no other purpose by the following named person(s) and no others:

1. Name: Jessica Maggie Sund

2. Name: _____

3. Name: _____

4. Name: _____

b. This Agreement is between Owner and each named Tenant who is signatory to this Agreement, individually and severally. The named signatory Tenants are jointly and severally responsible for the performance of their obligations under this Agreement, including the payment of rent until such time as the tenancy in its entirety is terminated and the premises relinquished to Owner, regardless of whether the named Tenant occupies the Premises.

c. No retail or commercial or professional use of the Premises shall be made unless such use conforms to applicable zoning laws and the prior written consent of Owner is first obtained. As a condition for granting such permission, Owner may require that Tenant obtain liability insurance for the benefit of Owner.

d. Tenant may have guests on the Premises for not over fifteen consecutive days or thirty days in a calendar year, and no more than two guests per bedroom at any one time. Persons staying more than fifteen consecutive days or more than thirty days in any calendar year shall NOT be considered original tenants of the unit. Tenant must obtain the prior written approval of Owner if an invitee of Tenant will be present at the Premises for more than fifteen consecutive days or thirty days in a calendar year. Violation of the provisions of this section shall be deemed a substantial and material breach of this Agreement and is agreed to be a just cause for eviction.

12. PETS: NO pets, dogs, cats, birds or other animals are allowed on or about the Premises, even temporarily or with a visiting guest, without Owner's prior written consent, excepting guide, service or signal dogs pursuant to California Civil Code Sections 54.1 and 54.2. Any such consent is conditioned upon Tenant completing and signing Owner's Pet Agreement which shall become part of this Agreement. Strays shall not be kept or fed in or around the building. Strays can be dangerous and Owner must be notified immediately of any strays in or around the building. If a pet has been in a Tenant's apartment or allowed into the building, even temporarily (with or without Owner's permission), Tenant may be charged for cleaning, de-fleaing, deodorizing or shampooing any portion of the building or Premises at the discretion of the Owner.

13. WATERBEDS: Waterbeds and/or liquid filled furniture are PROHIBITED in accordance with Civil Code Section 1940.5. If the Premises are located in a structure for which the original Certificate of Occupancy was issued after January 1, 1973, then such furniture may be permitted only upon written consent of Owner, upon the completion of a Waterbed Agreement which shall become part of this Agreement, and subject to continued compliance by Tenant of all provisions therein.

14. ROOF/FIRE ESCAPES: Use of the roof and/or the fire escapes by tenants and/or guests is limited to emergency egress ONLY. No other use is permitted, including but not limited to, the placement of personal property.

15. ASSIGNMENT AND SUBLETTING: Tenant(s) may NOT assign this Agreement nor sublet the whole or any portion of the Premises. This is a blanket Prohibition which means that Tenant may not have any other person reside at the Premises: that even if one tenant leaves, no other tenant(s) will be permitted and no additional tenant or occupant will be allowed in the unit. Said prohibition on assignment and subletting shall apply equally to any parking space, garage, storage area or other rented space made available to Tenant(s). The Owner expressly intends not to waive this prohibition unless such waiver is specifically put in writing and signed by Owner. The parties agree that

unless the absolute prohibition against subletting is waived in writing and signed by Owner it shall be conclusively presumed that there has been no waiver.

16. **STORAGE:** Storage space described as: N/A is hereby provided. The monthly charge for said storage space shall be \$ 0 in addition to the monthly rent. Tenant agrees that the charge indicated herein plus any allowable increase represents the maximum reasonable value of the service throughout the term of the tenancy. Tenant releases Owner from any liability for loss or damage to Tenant's property while stored on the Premises. Any property stored in designated storage areas shall be removed on or before the date of termination of tenancy. In the event such property is not so removed, Owner may dispose of same without any liability to Tenant whatsoever and Tenant hereby specifically waives any rights as defined in Civil Code Section 1980 et. seq. Owner reserves the right to inspect all such storage areas and require necessary removal or clean up as it deems necessary for the health and safety of the Premises, the building and/or its occupants. No storage of any kind will be permitted on fire escapes or in other common areas.

17. **PARKING:**

a. Parking space described as: Assigned by Manager is hereby provided. The monthly charge for said parking space shall be \$ 0 in addition to the monthly rent. Tenant agrees that the charge indicated herein plus any allowable increase represents the maximum reasonable value of the service throughout the term of the tenancy. Tenant agrees to use the parking space(s) exclusively for the parking of motor vehicles; excluding trailers of any kind, boats, campers, buses, or trucks larger than a one-ton pickup. Absolutely NO automotive cleaning, washing, maintenance or repair work of any kind and NO storage of any kind shall be permitted in or about the parking space(s).

b. Tenant acknowledges that Owner has not made any representations concerning the safety of parking Tenant's vehicle in the assigned parking space. Tenant acknowledges that Tenant will be parking his vehicle in the assigned space at Tenant's own risk and that Tenant agrees to release Owner for any liability for any damage to Tenant's vehicle or the loss of any personal property from Tenant's vehicle. The terms of this paragraph shall apply to any other vehicle parked in Tenant's assigned parking space, whether with or without the consent of Owner or of Tenant. For any vehicle parked with Tenant's consent in Tenant's assigned parking space, Tenant agrees to defend and hold Owner harmless for any damage to any vehicle parked in Tenant's assigned parking space and for the loss of any personal property from any vehicle parked in Tenant's assigned parking space.

18. **INVENTORY:** In the event the property is to be furnished by Owner and an inventory is required, said inventory shall be furnished by Owner and approved by Tenant concurrently with the signing of this Agreement and made a part hereof. (See Addendum A.)

19. **UTILITIES:**

a. Tenant shall pay directly for all utilities, services and charges provided to the Premises EXCEPT for those listed as follows: WATER AND GARBAGE. Tenant agrees to comply with any energy or water conservation programs implemented by Owner. Tenant understands that the rent paid by all residents is partially determined by the cost of utilities. Nothing contained herein prevents Owner from passing through to Tenant utility costs as provided by law.

b. In accordance with local regulations, Owner shall provide one working telephone line and one working telephone jack into the Premises. It is Tenant's responsibility to maintain and to repair all

said lines. Unlike the local gas and electric company, the telephone company charges for time required to repair telephone lines, wall jacks, etc. Therefore, Tenant agrees to obtain and keep in force an Inside Wiring Repair Plan with the telephone company that will defray the costs of any necessary repairs.

c. Tenant shall be provided access to the building and the Premises for the installation of utility and communication lines and services ONLY as required by law and ONLY upon prior written consent by Owner.

20. MAINTENANCE AND REPAIRS:

a. Tenant shall, at Tenant's expense, at all times maintain the Premises, furnishings and appliances, if any, in a clean and good condition and shall surrender the same upon termination of tenancy in the same condition as received (excepting normal wear and tear). Tenant understands that Tenant is responsible for the cost of repair of ALL damages in and/or about the PREMISES whether caused by Tenant, Tenant's guests or invitees.

b. Except in an emergency, maintenance and repair requests must be made in writing and *or call office* delivered to Owner or its Agent. Such notice shall also be deemed permission to enter the Premises to perform such maintenance or repairs in accordance with Civil Code Section 1954 and Paragraph 24 ("Entry and Inspection") unless otherwise specifically requested, in writing, by Tenant. Tenant, however, may not place any unreasonable restrictions upon such access or entry. Owner believes the Premises are in a safe and habitable condition and the Premises shall be rebuttably presumed to be in a safe and habitable condition unless and until written notice to the contrary is received by Owner.

c. In the event that Premises is provided with hardwood floors or other non-carpeted surfaces, Tenant hereby agrees to keep at least 80% of such areas covered with floor rugs or similar coverings. It is also hereby understood that Tenant shall not change or replace any window coverings or other dressings visible from outside the Premises or building without the prior written consent of Owner.

d. Tenant acknowledges that the Premises and the building from time to time may require renovations or repairs to keep them in good condition and repair and that such work may result in temporary loss of use of portions of the building or Premises and may inconvenience Tenant. Tenant agrees that any such loss shall not constitute a reduction in housing services or otherwise warrant a reduction in rent.

21. ALTERATIONS:

a. Tenant shall NOT redecorate, paint, refinish floors, or otherwise alter the Premises, common areas, or any other parts of the building in any way; Tenant shall not apply adhesive paper to any cabinets, walls, or doors; nor shall Tenant hang any plants, planters or lighting fixtures from ceilings or walls; nor shall Tenant tack, nail or glue any coverings to floors or walls without prior written consent of Owner. Tenant shall not install nor operate any washing machines, clothes dryers, portable dishwashers, deep-freeze units (or other such appliances), pianos, organs, or outside antennae on the Premises without the Owner's prior written consent. No plants, planters or plant boxes may be placed directly on floors or on carpets, on window ledges or on fire escapes.

b. Satellite Dishes: Resident may, ONLY upon prior written consent of Owner, install satellite dishes within the Premises. However, such installation shall be subject to all of the following rules and conditions: (i) Dish must be installed WITHIN the exterior boundaries of the Premises or inside balcony railings or windows. (ii) Satellite dish may not exceed one (1) meter in diameter. (iii) Dish must be securely and properly mounted in a workman-like manner by a licensed contractor. (iv) Installation must not damage unit, unit walls or other appurtenances. (v)

Tenant remains strictly liable for any injury or damage to persons or property caused by the satellite dish and Tenant MUST maintain sufficient liability coverage against any such injury or damage. Proof of such insurance MUST BE provided to Owner, with Owner listed as an "additional insured;" prior to approval of installation and upon each renewal of coverage.

c. Upon termination of tenancy, owner shall have the option, at owners' sole discretion, to require tenant to restore the Premises to the original condition as received excepting normal wear and tear.

22. LOCKS: Tenant shall NOT change any lock or place additional locking devices upon any door or window of the Premises without the prior written consent of Owner. In the event of such installation Tenant shall provide Owner with keys to such lock or device within 48 hours. Once installed, an approved lock may not be removed even when the unit is vacated. Keys to the Premises are the exclusive property of Owner. Tenant shall not consign keys to the Premises to any other person without the prior written consent of Owner. In the event that any keys to the Premises are lost, Tenant shall be liable for the entire cost of all key and lock replacement, at the discretion of Owner, as required for the security of the Premises, the building and its occupants. All keys must be returned to Owner Men Tenant vacates. Tenant shall be charged for the cost of new locks and keys if all keys are not returned.

23. DAMAGES TO PREMISES: If the Premises are damaged by fire, flood, earthquake, or from any other cause so as to render them uninhabitable and therefore destroyed, the tenancy is terminated.

24. ENTRY AND INSPECTION:

a. Owner shall have the right to enter the Premises pursuant to California Civil Code Section 1954, in addition Landlord shall have the right upon reasonable notice to enter the unit to inspect for possible health risks, defects, code violations, necessary repairs or maintenance or to exhibit the unit to real estate professionals for purposes of sale. Owner shall give Tenant reasonable notice of its intention to enter the Premises and shall enter only during normal business hours, unless otherwise agreed by Tenant. For purposes of this paragraph, normal business hours shall be defined as 7:00 AM to 7:00 PM, everyday of the week. Tenant may not place any unreasonable restrictions upon such entry. If, however, Owner reasonably believes that an emergency exists (such as a fire or flood) which requires immediate entry, such entry may be made without prior notice to Tenant.

b. If the Premises or the building is required by any government agency, lender or insurer to undergo repairs or alterations Tenant agrees to cooperate fully with Owner so that all such repairs or alterations are made in as expeditious and efficient a manner as possible.

25. NOTICES: Any notice which either party may or is required to give, may be made by mailing the same by first-class mail to Tenant at the Premises, and to Owner at 364- 41th St. Oakland, Ca 94609, or such other address designated by Owner. If any Tenant vacates the Premises, Owner may send to the Premises any notice to the vacating Tenant unless the vacating Tenant notifies Owner of a new address.

26. INTERRUPTION OF SERVICES: Owner shall not be liable to Tenant or to any other person in damages or otherwise, nor shall Owner be in default under this Agreement for any interruption or reduction of utilities or services caused by someone other than the Owner, or by Owner due to circumstances beyond Owner's reasonable control.

27. TERMINATION:

a. If the Tenant intends to vacate at the end of the original term of this agreement, Tenant MUST give owner at least 30 days prior, written notice of Tenants intention to vacate. After the expiration of the original term of this Agreement, Owner or Tenant may terminate the tenancy, in accordance with applicable law, by giving at least 30 days prior, written notice to the other party. Upon termination Tenant shall completely vacate the Premises and any parking or storage areas; give written notice of Tenant's forwarding address; and deliver all keys, furnishings, if any, and the Premises to Owner in the same condition as received excepting normal wear and tear. Rent shall be due and payable through the end of the notice period. Tenant may rescind said notice within 5 calendar days after it is served on Owner without incurring liability to any person. Such rescission must be in writing delivered to Owner. Thereafter, if Tenant fails to vacate the Premises on or before the date set forth in Tenant's notice, Tenant shall be liable for any costs incurred by Owner or any third parties who relied on Tenant's notice terminating the tenancy. Tenant further agrees to defend, protect, indemnify and hold Owner harmless from any and all damages, lost rents, costs, expenses, losses, claims and liabilities, including attorney's fees, arising in any way out of Tenant's failure to comply with the provisions of Tenant's notice. Tenant's failure to pay any such sums within 20 days after demand shall be deemed a material breach of this Agreement.

b. Any attempt by Tenant to terminate this rental agreement prior to the end of the original term shall be deemed to be a breach of this agreement and Owner shall be entitled to recover all damages occasioned thereby including leasing commissions, advertising expenses and utilities maintained to show the unit.

28. HOLDING OVER: Tenant agrees to vacate the Premises by 7:00 P.M. on the termination date of this tenancy. Should Tenant fail to vacate by said time, the hold-over shall be presumed to be willful and deliberate and Owner shall be entitled to damages for the hold-over period, as provided by law, plus such other expenses incurred due to breach of this condition of the Agreement.

29. NUISANCE: Tenant shall not commit, nor permit to be committed, any waste or nuisance upon or about the Premises. Tenant shall not disturb other tenants in the building containing the Premises or others in adjoining properties. Three complaints in any twelve-month period shall constitute a substantial interference with other tenants' comfort, safety and enjoyment, and shall be deemed a just cause for eviction. Tenant shall also be liable for the actions of their guests and/or invitees.

30. HOLD HARMLESS: Owner shall not be liable for any damages or injury to Tenant, or any other person, or to any property, occurring on the Premises or any part thereof, or in common areas thereof, unless such damage is the proximate result of the intentional or unlawful act of Owner, its Agents or its employees. Tenant shall indemnify, defend and hold Owner and its bents harmless from all claims of loss or damage to property and of injury to or death of any person or persons caused by the intentional acts or negligence of Tenant, his guests, licensees, or invitees occurring in or about the Premises including other areas of the building, adjacent sidewalks, streets, etc. Tenant hereby expressly releases Owner and/or Agent from any

and all liability for loss or damage to Tenant's property or effects whether in the Premises, garage, storerooms or any other location in or about the Premises, arising out of any cause whatsoever, including but not limited to rain, plumbing leakage, fire or theft, except in the case that such damage has been adjudged to be the result of the gross negligence of Owner, Owners employees, heirs, successors, assignees and/or Agent's.

31. INSURANCE: Owner's insurance does NOT provide for coverage of Tenant's personal belongings unless any such damage is caused by a direct and proximate result of Owner's negligence. Furthermore, Owner's insurance does NOT provide for any liability coverage to Tenant. Therefore, Owner strongly urges and recommends to each Tenant that each Tenant secure sufficient insurance to protect against losses such as fire, flood, theft or vandalism, personal injury or other casualty to Tenant, to others, or to the Premises and building. Owner will NOT accept liability or responsibility for any losses not cause by its own proximate negligence.

32. ARBITRATION: Any controversy or claim arising out of or relating to this Agreement, the tenancy between the Owner and Tenant, or any breach thereof, including the scope of this Arbitration clause shall be settled by binding arbitration administered by the Judicial Arbitration & Mediation Service or the American Arbitration Association, which service may be chosen by Owner at its sole discretion, and judgment on the award rendered by the arbitrator(s) may be entered into any court having jurisdiction thereof. There shall be no award of attorney's fees and costs for any contract action brought by Owner and/or Tenant. Expressly excluded from this Arbitration clause are claims by Landlord against Tenant relating to possession of the Premises (e.g. evictions, ejectment and/or unlawful or forcible detainers). The parties to the arbitration shall have the right to limited discovery as is determined necessary by the arbitrator.

a. Tenant's Initials: JMS

33. LEAD DISCLOSURE: Many homes and apartments built before 1978 have paint that contains lead (called lead-based paint). Lead from paint chips and dust can pose serious health hazards if not taken care of properly. The law requires that Tenants receive certain information before renting pre-1978 housing. By signing this Agreement, Tenant represents and agrees that Owner has provided Tenant with such information, including, but not limited to, the EPA booklet entitled "Protect Your Family From Lead In Your Home," and the "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards." Any known lead-based paint or lead hazards at the Premises, if any, are hereby disclosed as follows: Based on the age of the building at 633 Alma St. . Oakland, Ca. there is a high probability that this older building contains lead in old paint or other building materials.

34. MOLD NOTIFICATION: Tenant agrees to maintain the Premises in a manner that prevents the occurrence of, and infestation of mold or mildew in the Premises. Tenant agrees to uphold this responsibility in part by complying with the list of responsibilities in the addendum entitled Mold Notification. By signing this Agreement, Tenant represents and agrees that Owner has provided Tenant with such information, including, but not limited to:

- a. Addendum - Mold Notification
- b. Mold/Mildew Disclosure Form
- c. California Department of Health Services Air Quality Information Sheet

35. **MEGAN'S LAW.** The California Department of Justice, sheriffs departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. The Department of justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

36. **HAZARDOUS MATERIALS DISCLOSURE:** Pursuant to the regulations of Proposition 65, enacted by the voters of California, Owner hereby makes the following required disclosure: "Warning - The premises contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm."

37. **GENERAL:** The invalidity of any provision of this Agreement shall not render the remainder of this Agreement invalid or unenforceable. Violation by Tenant of any applicable ordinance or statute shall be deemed sufficient cause for termination of tenancy. This Residential Tenancy Agreement constitutes the entire agreement between Owner and Tenant, and neither party is relying on any representation which is not set forth herein. No oral agreements have been entered into. This Agreement shall not be modified unless reduced to writing and signed by both Owner and Tenant. Time is of the essence of this Agreement.

38. **NO WAIVER:** No failure of Owner to enforce any term of this Agreement will be deemed a waiver of that term or of any other term of the Agreement. The waiver by Owner of any term of this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term of this Agreement, nor will any custom or practice which may develop between the parties be construed to waive or to lessen the right of Owner to insist upon performance by Tenant of all the provisions of this Agreement. The subsequent acceptance of rent by Owner will not be deemed to be a waiver of any preceding breach by Tenant of any term of this Agreement regardless of Owner's knowledge of such preceding breach at the time of acceptance of such rent. Owner's acceptance of a partial payment of rent will not constitute a waiver of Owner's right to the full amount due nor will Owner's acceptance of rent paid late ever constitute a waiver of Owner's right to evict Tenant for habitual late payment of rent.

39. **ESTOPPEL CERTIFICATES:** Tenant and each of them, within ten (10) days after notice from Owner, shall execute and deliver to Owner a certificate or statement signed by Tenant and each of them providing such information that may be reasonably requested by Owner under penalty of perjury, including, but not limited to, the amount of base rent currently paid, Tenant's move-in date, the date of any last rent increase, the identity of furniture or fixtures that belong to Tenant, whether the rent includes any parking space or storage space, and the amount of any damage deposit or prepaid rent and whether interest on said deposit has been paid and when. In addition, Tenant(s) shall disclose, upon request, any information which Tenant believes would prevent any purchase of the Premises or would prevent Owner or potential owner from moving into the Premises. Failure to deliver the certificate within the ten (10) days shall be a material breach of this Agreement.

40. APPLICATION: Any Rental Application or related form submitted by Tenant is incorporated herein as though set forth in full. Any misrepresentations contained therein shall be considered a material breach of this Agreement and may subject Tenant to eviction.

41. HOUSE RULES: Tenant agrees to abide by any and all house rules, whether made known before or after the date of this Agreement, including, but not limited to, rules with respect to noise, odors, disposal of refuse and use of common areas. Tenant has read, understands and agrees to be bound by the existing House Rules attached to and made part of this Agreement.

42. SMOKE DETECTOR(s): Tenant shall maintain in proper working order and test monthly all smoke detectors in the Premises, and shall not remove their batteries or disable them, or otherwise interfere with their normal operation.

43. OAKLAND RESIDENTIAL RENT ARBITRATION PROGRAM. The Residential Rent Arbitration Program may govern the tenancy created under this Agreement. Tenant may contact the Oakland Housing, Residential Rent and Relocation Board ("Rent Board") to determine if the Residential Rent Arbitration Program governs the tenancy or if federal, state, or local laws have exempted, in whole or in part, the tenancy from the Residential Rent Arbitration Program. As of the date of this Agreement, you may obtain information from: City of Oakland Housing and Community Development Division, Community and Economic Development Agency, 250 Frank Ogawa Plaza Suite 5313, Oakland, CA 94612 (510) 238-3501

44. Use of or possession of illegal drugs is prohibited and grounds for eviction and will be reported to authorities.


45. ENTIRE AGREEMENT: This Agreement consists of 47 consecutively numbered paragraphs, the House Rules, Addendum A — Appliance Listing, **A mold addendum and a lead base paint addendum.** The foregoing constitutes the entire Agreement between the parties and may be modified only in writing signed by all parties except that Owner may change the terms of the tenancy and this Agreement pursuant to Civil Code Section 827.

46. CAPTIONS: The captions in this Agreement are to assist the parties in reading this Agreement and are not a part of the terms or provisions of this Agreement.

47. ADDITIONAL: The invalidity or partial invalidity of any provision of this Agreement shall not render the remainder of the Agreement invalid or unenforceable. Violation by Tenant of any applicable ordinance or statute shall be deemed sufficient cause for termination of tenancy. Notwithstanding any other provision of this agreement, each and every expressed term and condition is deemed material by the parties.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

BY SIGNING BELOW TENANT HEREBY ACKNOWLEDGES READING AND UNDERSTANDING THE TERMS OF THIS AGREEMENT AND FURTHER ACKNOWLEDGES RECEIVING A COPY OF THIS AGREEMENT

OWNER:  **DATE:** 7/10-2008
(Owner Representative)

TENANT: Sound **DATE:** 7/10/2008

TENANT: _____ **DATE:** _____

TENANT: _____ **DATE:** _____

HOUSE RULES

To protect your comfort, safety, and enjoyment, and that of your neighbors, Owner has adopted the following rules concerning your conduct while Tenant of the Premises. Owner reserves the right to make changes or adopt additional rules. Failure to comply with the rules will constitute material breach of the Tenancy Agreement and may constitute a just cause for eviction.

NOISE/CONDUCT

1. Tenant shall not make or permit any noise, or engage in or permit any other conduct, which disturbs or offends other residents or neighbors.
2. Special consideration must be exercised before 8:00 AM and after 10:00 PM. Tenants must comply with the directions of Owner and Owner's determination shall be final.
3. Tenant is responsible for ensuring that disturbing noises are not caused by Tenant's family, guests or invitees.
4. Social gatherings of Tenants and their guests are welcomed and encouraged provided that such gatherings do not become loud, boisterous, or generally objectionable, as judged in Owner's sole discretion, so as not to interfere with the right of quiet enjoyment of other residents and neighbors. Hosting a loud, boisterous party in violation of the rule may lead to Tenant's eviction.
5. Consumption of alcoholic beverages, by Tenants or their guests, is prohibited in the common areas of the Premises.
6. Residents are expected to cooperate with each other in resolution of any potential disputes, and are encouraged to use the services of a local dispute resolution service if they are having difficulty at dispute resolution on their own. Tenant recognizes and agrees that Owner is not in position to be an arbiter of disputes between Tenant and other residents or neighbors of Tenant, and that it is unfair and impractical to demand that Owner take sides between them or use Owner's authority against one resident for the benefit of another. Therefore, Tenant agrees that until no circumstance will Owner be required to take any sort of action whatsoever as between Tenant and other resident to resolve disputes, nor shall Owner be required to evict, or threaten to evict, any resident because of a dispute with or demand by Tenant, and Owner's failure to do so shall not give rise to a claim against Owner for breach of Tenant's quiet enjoyment or any other cause.

PARKING (if provided by agreement)

7. Tenants shall park in their assigned place ONLY and shall not permit
8. Only vehicles may be parked in parking areas.
9. Tenant shall not allow their children to play soccer, bicycles, scooters, etc. in parking areas, playing sports could damage residents' vehicles.
10. Motorcycles, motor-driven cycles, bicycles, etc., shall not be stored in hallways, common areas or other non-parking areas.
11. Vehicles should not be washed in parking areas or off street, it can create a mess.
12. The vehicle to be parked in each stall must have current registration.
13. Authorized vehicles must be in running condition.
14. The owner or management will not be responsible for any theft, vandalism, or damage to vehicles while parked in the parking lot.

3 A units

J M S

BUILDING APPEARANCE

15. Alterations that will affect the building's appearance, such as window coverings, shall not be permitted without Owner's prior written approval. 12. No signs, advertisements, posters or similar displays, except burglary prevention notices, may be affixed to the exterior of any door or window or to any exterior wall without Owner's prior written approval.

16. Garbage cans, brooms, mops, cardboard boxes and similar articles are to be kept inside the Tenant's Premises. 17. Towels, rugs, clothing and other articles are not to be hung from windows, railings or balconies.

LOCKOUTS

18. Tenants should take care not to lock themselves out of their apartments. If Owner is required to assist any Tenant in gaining entry to Tenant apartment, Owner may charge Tenant \$ 0 for each successive lockout or may require Tenant to contract with a professional locksmith.

INSURANCE

19. Tenants are advised to carry sufficient insurance on their personal property and to protect themselves from losses due to fire, flood, theft personal injury or injury to others, or other casualty. Owner will not be responsible for replacement of any items or for Tenant's losses unless as direct and proximate result of Owner's negligence.

REFUSE

20. In order to preserve the appearance and cleanliness of your building, Tenants shall take care to prevent waste from dropping or spilling on carpeting, concrete, walkways, and on other common areas.

21. Tenants are required to cooperate with any recycling programs in effect.

22. Items too large to fit in any trash chute or refuse container must be carried to a designated area or disposed of by Tenant at Owners direction. 20. Refuse is to be placed inside designated containers or chutes. Doors and lids should be closed properly and not slammed.

23. Tenants are responsible for the general cleanliness and sanitation of the building. Please keep that in mind at all times.

24. Cardboard boxes and other large refuse must be broken down or folded before being placed in the designated containers.

DELIVERIES

25. Owner is not responsible for the delivery, acceptance or receipt of, damage to or loss of messages, packages, mail or other material left in the entrances to the building or elsewhere in the Building.

UNIT CARE

26. Before washing or cleaning walls, drapery or carpet, Tenant must consult Owner for the appropriate method or for recommended vendors perform such work.

27. Tenant shall be responsible for any damage caused by the employment of any improper method or vendor and for the cost of redoing the work or restoring damaged articles or property to the Owner's satisfaction, if the method applied or the vendor employed was unsatisfactory.

28. Tenant may not install air conditioners, ventilators or window screening devices without Owner's prior written approval.

29. Tenant shall not paint the premises or any portion thereof without prior written consent of Owner. In the event such permission is given, Tenant shall restore the original paint colors prior to vacating the Premises. Tenant shall be responsible for all costs involved in such repainting.

30. Any accessories such as towel bars, coat hooks or built-in closet shelves, etc., may not be added without the prior written consent of Owner Once installed they may not be removed even upon vacating the Premises.

31. Garbage disposals, dishwashers and other appliances must be used only for the intended purpose for which they were designed and constructed.

WALL HANGINGS

32. Adhesive picture hangers of any kind are prohibited. Picture hangers employing a thin nail or pin are permitted. However, Tenant is responsible for the cost of any repairs or painting required as a result of the hanging of pictures or other objects.

LAUNDRY FACILITIES (if provided)

33. Heavy articles are not allowed in the laundry machines or dryers.

34. Tenant must remove contents from machine promptly when cycle is complete.

35. Owner assumes no responsibility in the use of laundry equipment or for items lost, stolen or damaged therein.

36. Laundry facilities are for the exclusive use of Tenant's for their own clothing ONLY.

Acknowledged:

TENANT: Joana DATE: 7/10/08

TENANT: _____ DATE: _____

TENANT: _____ DATE: _____

Addendum to the residential tenancy agreement
Mold notification

It is our goal to maintain the highest quality living environment for our Tenants. Therefore, know that the Owner/Agent has inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold or mildew contamination. Tenant is hereby notified that mold, however, can grow if the premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the unit, it can cause mildew and mold to grow. It is important that Tenants regularly allow air to circulate in the apartment. It is also important that Tenants keep the interior of the unit clean and that they promptly notify the Owner/Agent of any leaks, moisture problems, and/or mold growth.

Tenant agrees to maintain the premises in a manner that prevents the occurrence of an infestation of mold or mildew in the premises. Tenant agrees to uphold this responsibility in part by complying with the following list of responsibilities:

1. Tenant agrees to keep the unit free of dirt and debris that can harbor mold.
2. Tenant agrees to immediately report to the Owner/Agent any water intrusion, such as plumbing leaks, drips, or "sweating" pipes.
3. Tenant agrees to notify owner/agent in writing of overflows from bathroom, kitchen, or unit laundry facilities; especially in cases where the overflow may have pleated walls or cabinets.
4. Tenant agrees to report to the Owner/Agent any mold growth on surfaces inside the premises. Any mold growth larger than Owner will repair 6 inches x 6 inches.
5. Tenant agrees to allow the Owner/Agent to enter the unit to inspect and make necessary repairs.
6. Tenant agrees to use bathroom fans while showering or bathing and to report to the Owner/Agent any non-working fan.
7. Tenant agrees to use exhaust fans whenever cooking, dishwashing, or cleaning.
8. Tenant agrees to use all reasonable care to close all windows and other openings in the premises to prevent outdoor water from penetrating into the interior unit.
9. Tenant agrees to clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible. (Note: Mold can grow on damp surfaces within 24 to 48 hours.)
10. Tenant agrees to notify the Owner/ Agent of any problems with any air conditioning or heating systems that are discovered by the Tenant.
11. Tenant agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses; that the Owner/Agent may sustain or incur as a result of the negligence of the Tenant or any guest or other person living in, occupying, or using the Premises.
12. Tenant agrees not to put furniture or beds closer than 4" away from walls.
13. Tenant will not put boxes or suitcases closer than 4" away from walls.

TENANT: Sound DATE: 7/10/08

TENANT: _____ DATE: _____

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a - - federally approved pamphlet on lead poisoning prevention

Owner's Disclosure (Owner to initial and check appropriate boxes)

(a) Presence of lead-based paint or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing:

Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Lessor (check one below):

Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents). _____

Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment (Tenant to initial as acknowledgement)

(c) Lessee has received copies of all information, if any, listed above.

(d) Lessee has received the pamphlet, "Protect Your Family from Lead in Your Home."

Agent's Acknowledgment (Agent, if applicable, to initial as Owner Representative)

(e) Agent has informed the Owner of the Owner's obligations under 42 U.S.C. §4582(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

 _____
Owner or Agent for Owner Date 7-10-08

 _____ 7/10/08 _____
Lessee Date Lessee Date

633 Alma St. #5, Oakland, Ca. 94610
Address of Premises

ADDENDUM A

(Leasing Agent shall list make and model of all appliances, i.e. refrigerator, stove, dishwasher, washer, dryer, etc.)



CALIFORNIA
ASSOCIATION
OF REALTORS®

TENANT ESTOPPEL CERTIFICATE
(C.A.R. Form TEC, Revised 4/11)

Tenant: Jessica Maggie Sund
Premises: 633 Alma Avenue, Oakland, CA 94610
Unit #5

To whom it may concern: The undersigned is the Tenant of the above premises and makes the following representations:

1. LEASE TERMS:

- A. If checked) A copy of the Lease is attached hereto.
- B. Date of the Lease: July 7, 2008 *lease dated & signed 7/10/2008*
- C. Name of the current Landlord: J&R / Lapham Company
- D. Name of the current Tenant: Jessica Maggie Sund
- E. Current monthly base rent: \$ 888.24, paid through: May 31, 2017
- F. Security deposit: \$ 895.00 Other deposits: \$ _____
- G. Expiration date of current term: Month-to-Month
- H. Number and Location of Parking Spaces: _____
- I. Number and Location of Storage Spaces: _____
- J. Who pays utilities services: Water: Landlord Tenant; Electric: Landlord Tenant; Gas: Landlord Tenant; Waste Disposal: Landlord Tenant; Gardener: Landlord Tenant; Sewer: Landlord Tenant; Other: Landlord Tenant;
- K. Who owns appliances: Stove: Landlord Tenant; Refrigerator: Landlord Tenant; Washer/Dryer: Landlord Tenant; Microwave: Landlord Tenant; Other: Landlord Tenant.

2. The Tenant represents that the original Lease remains in full force and effect and constitutes the entire agreement between Tenant and Landlord, except for the following modifications, amendments, addendums, assignments, extensions, and/or preferential rights or options to purchase/lease:

There are no verbal or written agreements or understandings between Landlord and Tenant with respect to the Premises, except as set forth above.

- 3. Tenant is the actual occupant and is in possession of the Leased Premises. Tenant has not assigned, transferred or hypothecated its interest under the Lease. Any construction, build-out, improvements, alterations, or additions to the Premises required under the Lease have been fully completed in accordance with the plans and specifications described in the Lease.
- 4. All obligations of Landlord under the Lease have been fully performed and Landlord is not in default under any term of the Lease. Tenant has no defenses, off-sets or counterclaims to the payment of rent or other amounts due from Tenant to Landlord under the Lease.
- 5. Tenant has not been given any free rent, partial rent, rebates, rent abatements, or rent concessions of any kind, except as follows:
- 6. Tenant has not filed and is not the subject of any filing for bankruptcy or reorganization under federal bankruptcy laws or similar state laws.
- 7. Tenant represents that Tenant: (a) is not in default of the performance of any obligations under the Lease; (b) has not committed any breach of the Lease; and (c) has not received any notice of default under the Lease, which has not been cured.
- 8. The correct address for notices to Tenant is the Premises above unless otherwise specified in writing.
- 9. The person signing below represents that he/she is duly authorized by Tenant to execute this Statement in Tenant's behalf.
- 10. Tenant understands that: (a) a lender may make a loan secured in whole or part by the Premises, and that if Lender does so, Lender's action will be in material reliance on this Estoppel Certificate; and/or (b) a buyer may acquire the Premises or the building in which the Premises is located, and if buyer completes the purchase, buyer will do so in material reliance on this Estoppel Certificate.

Date: 5/30/2017
Tenant: Jessica Maggie Sund *J Sund*

Tenant _____
By J&R / Lapham Company Title _____
Landlord or Manager

Receipt Acknowledged
Date: _____
By _____ Title _____

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Reviewed by _____ Date _____



TEC REVISED 4/11 (PAGE 1 OF 1)

TENANT ESTOPPEL CERTIFICATE (TEC PAGE 1 OF 1)

00010586

June 7, 2017

I made a mistake about paragraph 4 on the first form I gave you so I am submitting a corrected form.

Thank you.

Sincerely,
Jessica Sund



CALIFORNIA
ASSOCIATION
OF REALTORS®

Amended

TENANT ESTOPPEL CERTIFICATE
(C.A.R. Form TEC, Revised 4/11)

Tenant: Jessica Maggie Sund
Premises: 633 Alma Avenue, Oakland, CA 94610
Unit #5

To whom it may concern: The undersigned is the Tenant of the above premises and makes the following representations:

1. LEASE TERMS:

- A. If checked) A copy of the Lease is attached hereto.
- B. Date of the Lease: July 7, 2008 lease dated & signed on 7/10/2008
- C. Name of the current Landlord: J&R / Lapham Company
- D. Name of the current Tenant: Jessica Maggie Sund
- E. Current monthly base rent: \$ 888.24, paid through: May 31, 2017
- F. Security deposit: \$ 895.00 Other deposits: \$ _____
- G. Expiration date of current term: Month-to-Month
- H. Number and Location of Parking Spaces: _____
- I. Number and Location of Storage Spaces: _____
- J. Who pays utilities services: Water: Landlord Tenant; Electric: Landlord Tenant; Gas: Landlord Tenant; Waste Disposal: Landlord Tenant; Gardener: Landlord Tenant; Sewer: Landlord Tenant; Other: Landlord Tenant.
- K. Who owns appliances: Stove: Landlord Tenant; Refrigerator: Landlord Tenant; Washer/Dryer: Landlord Tenant; Microwave: Landlord Tenant; Other: Landlord Tenant.

2. The Tenant represents that the original Lease remains in full force and effect and constitutes the entire agreement between Tenant and Landlord, except for the following modifications, amendments, addendums, assignments, extensions, and/or preferential rights or options to purchase/lease:

There are no verbal or written agreements or understandings between Landlord and Tenant with respect to the Premises, except as set forth above.

- 3. Tenant is the actual occupant and is in possession of the Leased Premises. Tenant has not assigned, transferred or hypothecated its interest under the Lease. Any construction, build-out, improvements, alterations, or additions to the Premises required under the Lease have been fully completed in accordance with the plans and specifications described in the Lease.
- 4. ~~All obligations of Landlord under the Lease have been fully performed and Landlord is not in default under any term of the Lease. Tenant has no defenses, off-sets or counterclaims to the payment of rent or other amounts due from Tenant to Landlord under the Lease.~~
- 5. Tenant has not been given any free rent, partial rent, rebates, rent abatements, or rent concessions of any kind, except as follows:

- 6. Tenant has not filed and is not the subject of any filing for bankruptcy or reorganization under federal bankruptcy laws or similar state laws.
- 7. Tenant represents that Tenant: (a) is not in default of the performance of any obligations under the Lease; (b) has not committed any breach of the Lease; and (c) has not received any notice of default under the Lease, which has not been cured.
- 8. The correct address for notices to Tenant is the Premises above unless otherwise specified in writing.
- 9. The person signing below represents that he/she is duly authorized by Tenant to execute this Statement in Tenant's behalf.
- 10. Tenant understands that: (a) a lender may make a loan secured in whole or part by the Premises, and that if Lender does so, Lender's action will be in material reliance on this Estoppel Certificate; and/or (b) a buyer may acquire the Premises or the building in which the Premises is located, and if buyer completes the purchase, buyer will do so in material reliance on this Estoppel Certificate.

Date: 06/07/2017

Tenant Jessica Maggie Sund

Tenant

By J&R / Lapham Company Title _____
Landlord or Manager

Receipt Acknowledged

Date: _____ By _____ Title _____

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TEC REVISED 4/11 (PAGE 1 OF 1)

TENANT ESTOPPEL CERTIFICATE (TEC PAGE 1 OF 1)

0001078

Alma Apartments, LP

633 Alma Ave.
Oakland, CA 94610

August 22, 2017

Jessica Sund
633 Alma Apt. 5
Oakland, CA 94610

Dear Jessica Sund,

In the short time that we have taken over the management and ownership of the building, the managers have noticed and received complaints regarding an overwhelming amount of random visitors coming and going from unit 5. These visitors seem to have access and keys to come and go freely, yet you are not around. What is also troubling is that some of them have been disturbing your neighbors and this is their home.

Your neighbors and your landlord require cooperation and performance of the lease in place. This lease is in your name only. Your lease does not allow for you to sublet or assign any part of the premise.

Please review section 11. USE/OCCUPANCY and also Section 15. ASSIGNMENT AND SUBLETTING in your lease as we believe these are very clear and you have already exceeded the days.

Thank you in advance
Sincerely yours,

Management

89
000108

jesssund@gmail.com

[Click here to enable desktop notifications for Gmail](#)

Gmail

Move to Inbox

COMPOSE

Update Inbox x

Inbox (2)

Starred

Sent Mail

Drafts (11)

More

 Alma Street +



J. Sund <jesssund@gmail.com>

to me

August 24, 2017

Jessica Sund
633 Alma Ave. #5
Oakland, CA 94610
jesssund@gmail.com

Thomas Preston, Property Supervisor
Alma Apartments, LP
633 Alma Ave.
Oakland, CA 94610
(510) 775-1081
633alma@gmail.com

Dear Mr. Preston,

Please accept this email as written notice that my significant other will be moving 25th or 26th, 2017. Also, I am pregnant and my baby is expected in October 2017

Thank you.

Sincerely,
Jessica Sund
(510) 206-5436



J. Sund (jesssund@gmail.com)

Sans Serif

000109⁹⁰

googel voicemail

[Click here to enable desktop notifications for Gmail](#)

Gmail

Move to Inbox

COMPOSE

New voicemail from (510) 206-5436 at 9:32 AM Inbox x

Inbox (33)

Starred

Sent Mail

Drafts (9)

[Imap]/Drafts

[Imap]/Outbox

[Imap]/Sent (11)

[Imap]/Trash (12)

Junk

Notes

Snoozed

More



Google Voice <voice-noreply@google.com>

to me



Hi,, Thomas.. This is Jessica son giving you another call.. It's Tuesday am still calling to confirm receipt of the email that was sent on Friday.. appreciate a call back today.. My phone number is 510 206 5436 again the last name is bond and I'm from 63 Alma Avenue apartment numbe really appreciate a call or some type of response back today,, so I know received the email that we sent on Friday 8:24.. Thank you very much.

PLAY MESSAGE



Lakeshore



[YOUR ACCOUNT](#) [HELP CENTER](#) [HELP FORUM](#)

To edit your email preferences for voicemail, go to the [Email notification settings](#) in your account.

Google

Google inc.
1600 Amphitheatre Pkwy
Mountain View CA 94043 USA



Click here to [Reply](#) or [Forward](#)

000110⁹¹

Alma Apartments LP

633 Alma
Oakland , CA

Jessica Sund
633 Alma # 5
Oakland, Ca

August 28, 2017

RE: 633 Alma #5 demand.

Dear Ms. Sund:

Thank you for your email and voicemail.

The fundamental problem with your "request" is that it has been couched as a demand. As you know, the operative lease has a "no subletting/no assignment" clause and a "use/occupancy" provision. Nevertheless, this landlord is typically amendable to accommodate tenants who, in good faith, approach the landlord with a particular need which may justify a relaxation or suspension of a lease covenant. However, you did everything but make a reasonable and proper request. Rather, instead of making a request well in advance of the requested move-in date, and thereafter providing necessary information and documentation to management, you unilaterally stated that your significant other will be moving in the next day.

Please be advised that if he does move in, or has already moved in, your lease and tenancy will be terminated for unlawful subletting. If you would like to re-visit this issue down the road in a more appropriate fashion, then management may be more receptive. Until then however, the "no subletting" clause in the lease will not be waived and shall be strictly enforced.

This is written confirmation that your request has been denied. Should you have any further questions, please review the lease in which you signed and abide by it in its entirety.

Sincerely,

Thomas Preston

Property Supervisor

92

000111

2018 JUL 23 PM 4:47

ORB Case Number T18-0018

In re: 633 Alma Avenue #5

Tenant-Petitioner: Jessica Sund

Tenant Representative: Paul L. Kranz, SBN 114999

Please note that Ms. Sund intends to present an additional item of evidence at arbitration, which consists of an email thread between tenants concerning on-site manager Ursula Morales's presence at 633 Alma Avenue. The existence of this email thread was discovered only as of today's date (5/23/18) and a copy has yet to be obtained.

Paul L. Kranz 5/23/18

Paul L. Kranz, Esq.

Attachment 1

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
-RENT INCREASE NOTICE-

To **Jessica Maggie Sund (original 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:

633 Alma Street, Unit Number 5
City of Oakland, County of Alameda, State of California 94610
--including all associated housing privileges-- (the "Premises")

You are hereby notified that, effective **December 1, 2017**, not less than sixty (60) 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 \$908.67 per month to two thousand ninety five dollars (\$2,095) 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 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, Jessica Maggie Sund, 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

Costa-Hawkins Rent Increase for 633 Alma Street, Unit Number 5, Oakland, CA

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.

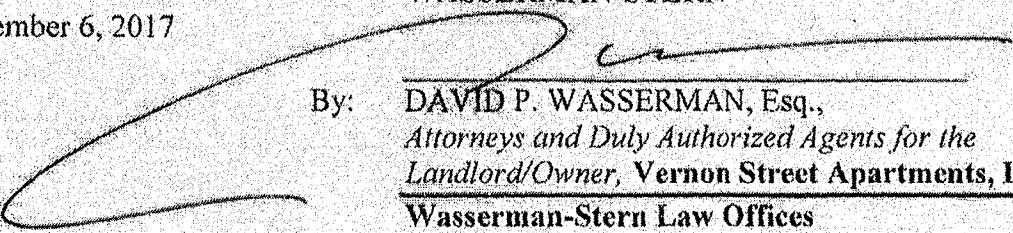
Information regarding this NOTICE may be obtained from the City of Oakland's Rent Adjustment Program. Parties seeking legal advice concerning evictions should consult with an attorney. The Rent Program is located at 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, California 94612, 510.238.3721, website: www.oaklandnet.com. 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 and are not governed by the Rent Adjustment Program.

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

Dated: September 6, 2017

WASSERMAN-STERN

By: 
DAVID P. WASSERMAN, Esq.,
Attorneys and Duly Authorized Agents for the
Landlord/Owner, Vernon Street Apartments, LP
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

CITY OF OAKLAND



P.O. BOX 70243, OAKLAND, CA 94612-2043
Department of Housing and Community Development
Rent Adjustment Program

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

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland has a Rent Adjustment Program ("RAP") that limits rent increases...
Starting on February 1, 2017, an owner must petition the RAP for any rent increase...
Contesting a Rent Increase: You can file a petition with the RAP to contest unlawful rent increases...
If you contest a rent increase, you must pay your rent with the contested increase until you file a petition...
Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22)...
Oakland charges owners a Rent Program Service Fee per unit per year...
Oakland has a Tenant Protection Ordinance ("TPO") to deter harassing behaviors by landlords...
The owner ___ 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 ____, 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.

| | | | | |
|---|---------------|----------------------|--------------------|--------------|
| Attorney Or Party Without Attorney (Name and Address) | | Telephone: | FOR COURT USE ONLY | |
| DAVID P. WASSERMAN, ESQ. (1/23) | | (415) 567-9600 | | |
| WASSERMAN-STERN LAW OFFICES 2960 Van Ness Avenue, Suite B San Francisco, California 94109 | | | | |
| Attorneys for: 633 ALMA STREET | | Ref. No. Or File No. | W2683460 | |
| Insert name of court, judicial district and branch court, if any: | | | | |
| Plaintiff: 633 ALMA STREET | | | | |
| Defendant: JESSICA MAGGIE SUND (original occupant) | | | | |
| POS BY MAIL | Hearing Date: | Time: | Dept./Div: | Case Number: |

At the time of service I was at least 18 years of age and not a party to this action.
On September 6, 2017, I served the within:

NOTICE TO CHANGE TERMS OF TENANCY - RENT INCREASE NOTICE; NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

on the defendant in the within action by placing a true copy in a sealed envelope with postage fully prepaid for first class in the United States mail at San Francisco, California, addressed as follows:

JESSICA MAGGIE SUND (original occupant); ANY/ALL UNNAMED OCCUPANTS
633 Alma Avenue, Unit 5
Oakland, CA 94610

Person serving:
Scott Lane
Wheels of Justice, Inc.
52 Second Street, Third Floor
San Francisco, California 94105
Phone: (415) 546-6000

a. Fee for service:
d. Registered California Process Server
(1) Employee or independent contractor
(2) Registration No.: 1126
(3) County: San Francisco

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

Date: September 6, 2017

Signature: _____
Scott Lane



Printed on recycled paper

Judicial Council form, rule 982(a) (23)

000117

Attachment 2

(Attachment 1 is included with petition)



Jessica Sund <jesssund@gmail.com>

Update

1 message

J. Sund <jesssund@gmail.com>
To: 633alma@gmail.com

Thu, Aug 24, 2017 at 10:10 AM

August 24, 2017

Jessica Sund
633 Alma Ave. #8
Oakland, CA 94610
jesssund@gmail.com

Thomas Preston, Property Supervisor
Alma Apartments, LP
633 Alma Ave.
Oakland, CA 94610
(510) 775-1081
t.preston@alma.com

Dear Mr. Preston,

Please accept this email as written notice that my significant other will be moving into my apartment at 633 Alma Ave. #8, Oakland, CA 94610 this weekend, on August 25th or 26th, 2017. Also, I am pregnant and my baby is expected in October 2017. I am sending this out to you because I do not have a mailing address for you.

Thank you.

Sincerely,
Jessica Sund
(510) 206-5436

8/24/17 T. Preston sent email (above) no reply

8/28/17 T. Preston left vmessage re: did you receive email sent 8/24/17? no reply

8/29/17 T. Preston left vmessage " no reply

Attachment 3

Alma Apartments LP

633 Alma
Oakland, CA

Jessica Sund
633 Alma # 5
Oakland, Ca

August 28, 2017

RE: 633 Alma #5 demand.

Dear Ms. Sund:


Thank you for your email and voicemail.

The fundamental problem with your "request" is that it has been couched as a demand. As you know, the operative lease has a "no subletting/no assignment" clause and a "use/occupancy" provision. Nevertheless, this landlord is typically amendable to accommodate tenants who, in good faith, approach the landlord with a particular need which may justify a relaxation or suspension of a lease covenant. However, you did everything but make a reasonable and proper request. Rather, instead of making a request well in advance of the requested move-in date, and thereafter providing necessary information and documentation to management, you unilaterally stated that your significant other will be moving in the next day.

Please be advised that if he does move in, or has already moved in, your lease and tenancy will be terminated for unlawful subletting. If you would like to re-visit this issue down the road in a more appropriate fashion, then management may be more receptive. Until then however, the "no subletting" clause in the lease will not be waived and shall be strictly enforced.

This is written confirmation that your request has been denied. Should you have any further questions, please review the lease in which you signed and abide by it in its entirety.

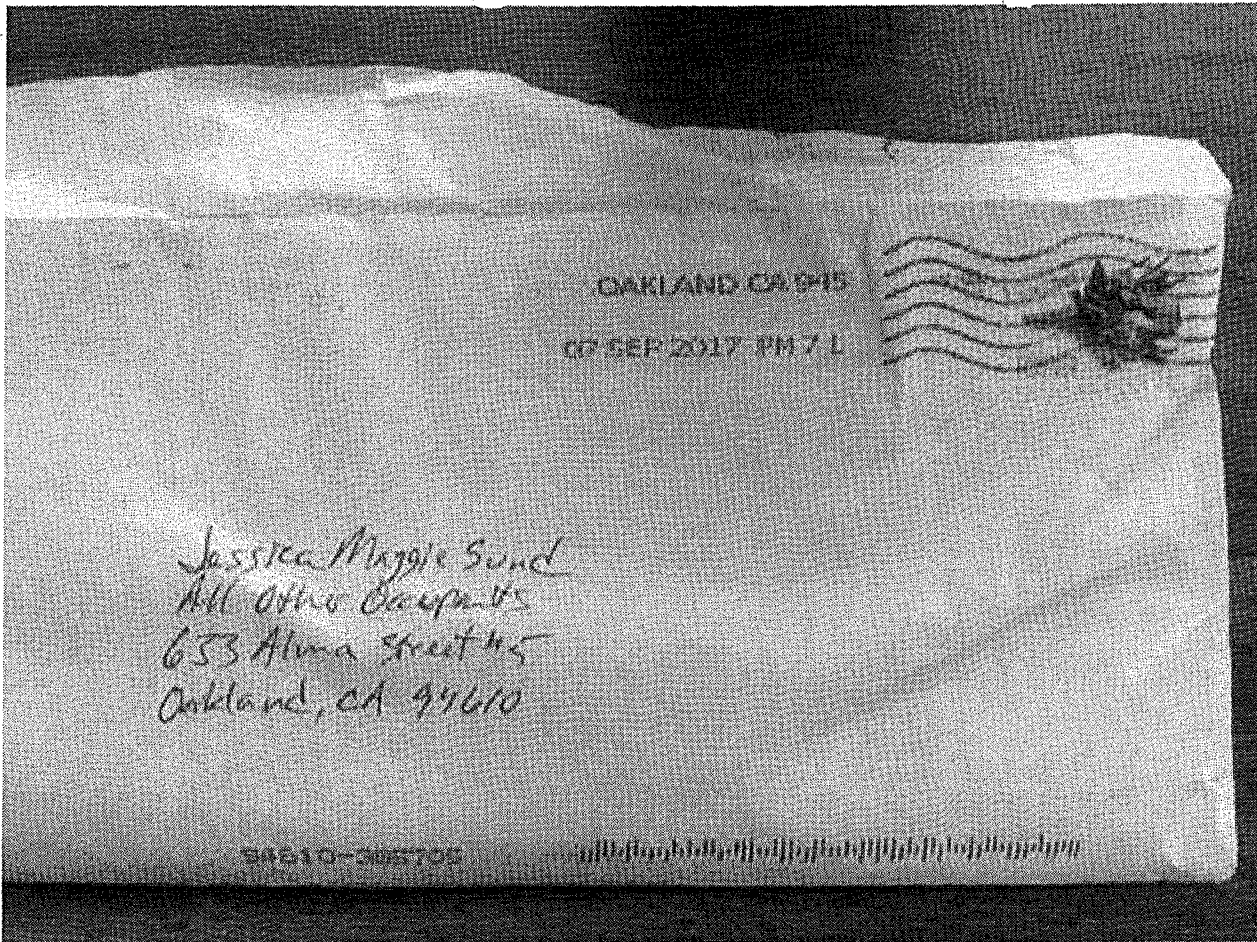
Sincerely,



Thomas Preston

Property Supervisor

000122



Attachment 4

STATE OF CALIFORNIA

DEPARTMENT OF HEALTH CARE SERVICES

OFFICE OF CLERK-RECORDER

COUNTY OF ALAMEDA

OAKLAND, CALIFORNIA

CERTIFICATE OF LIVE BIRTH
STATE OF CALIFORNIA
USE BLACK INK ONLY

| | | | | | | | |
|------------------------------------|------------------------------|------------------------------|---------|--------------------------------|--------------|---------------------------|------------------------------------|
| 1. NAME OF CHILD (PRINT) | | 2. SEX | | 3. RACE | | 4. LOCAL RESIDENCE COUNTY | |
| [REDACTED] | | [REDACTED] | | [REDACTED] | | [REDACTED] | |
| 5. SEX | 6. THE BIRTH DATE TIME (TTT) | 7. PLACE OF BIRTH (PRINT) | 8. CITY | 9. COUNTY | 10. ZIP CODE | 11. HOSPITAL ACR NUMBER | 12. HOSPITAL IDENTIFICATION NUMBER |
| FEMALE | SINGLY | RAISER HOSPITAL, OAKLAND | OAKLAND | ALAMEDA | [REDACTED] | [REDACTED] | [REDACTED] |
| 13. DATE OF BIRTH (MM/DD/YYYY) | | 14. PLACE OF BIRTH (PRINT) | | 15. CITY | | 16. COUNTY | |
| 10/31/2017 | | RAISER HOSPITAL, OAKLAND | | OAKLAND | | ALAMEDA | |
| 17. NAME OF FATHER (PRINT) | | 18. NAME OF MOTHER (PRINT) | | 19. FATHER'S SIGNATURE | | 20. MOTHER'S SIGNATURE | |
| [REDACTED] | | [REDACTED] | | [REDACTED] | | [REDACTED] | |
| 21. FATHER'S SIGNATURE | | 22. MOTHER'S SIGNATURE | | 23. DATE OF BIRTH (MM/DD/YYYY) | | 24. TIME OF BIRTH (HH:MM) | |
| [REDACTED] | | [REDACTED] | | 10/31/2017 | | [REDACTED] | |
| 25. NAME OF CLERK-RECORDER (PRINT) | | 26. CLERK-RECORDER SIGNATURE | | 27. CLERK-RECORDER TITLE | | 28. DATE (MM/DD/YYYY) | |
| [REDACTED] | | [REDACTED] | | [REDACTED] | | 10/31/2017 | |

CERTIFIED COPY OF VITAL RECORD
STATE OF CALIFORNIA, COUNTY OF ALAMEDA

This is a true and exact reproduction of the document officially registered and placed on file in the office of the Alameda County Clerk-Recorder.

MAY 07 2018



Step Manning



000125

Attachment 5

RESIDENTS: 633 ALMA

Thank you for your patience while we are making improvements of some of the units in the building.

Construction will continue until complete from the hours of Monday thru Friday 8-5pm.
(wknds if needed)

Thank you again,
Ursula Morales

Res

92

705-3461

Outgo
Mai

December 10, 2017

Dear Residents @ 633 Alma Apts.

RE: Final Fire Testing

This is a courtesy notice letting you know that I myself Ursula Morales Resident Manager with Meridian Management Group, Security Engineers Inc. and the Oakland Fire Department will be testing all units on:

Tuesday December 12, 2017 between 1-4PM.

We will be entering all units and Alarms will be sounding off.

This should take 5-10 minutes per unit.

Thank you in advance for your cooperation and we apologize for any inconvenience. Any further questions please call me @ 925.705.3461

Resident Manager,

Ursula Morales

Meridian Management Group

000128

TWENTY-FOUR HOUR NOTICE TO ENTER DWELLING UNIT/PREMISES

Pursuant to California Civil Code Section 1954, Owner/Agent hereby gives notice to 633 Alca Apt Residents and all persons in the

premises located at 633 Alca Ave Unit # (if applicable): 1-17
(Street Address) (City)

Oakland CA 94610
(City) (Zip)

Owner/Agent or Owner's/Agent's employee(s) will enter said premises on or about 12/12/17 1:45 PM
(Date/Time)
 during normal business hours for the reason checked below

- 1. To make necessary or agreed repairs
- 2. To do necessary or agreed decorating
- 3. To make necessary or agreed alterations or improvements
- 4. To supply necessary or agreed services
- 5. To exhibit the rental unit to prospective or actual purchasers
- 6. To exhibit the rental unit to prospective or actual mortgagees
- 7. To exhibit the rental unit to prospective tenants
- 8. To exhibit the rental unit to workmen or contractors
- 9. Pursuant to Court Order
- 10. To inspect any area where the tenant is engaging in personal agriculture pursuant to Civil Code Section 1840.10
- 11. To inspect waterbed or liquid filled furniture
- 12. To install, repair, test, and/or maintain the smoke detector and/or carbon monoxide detector
- 13. In case of abandonment/surrender
- 14. Other: Fire Inspection w/ Oakland Fire Dept

Date: 12-10-17 Owner/Agent: Ursula Morales

Proof of Service

I, the undersigned, being at least 18 years of age, declare that I served this notice, of which this is a true copy, on the 10th day of December (month) 2017 (year), on the above mentioned residence(s) in possession, in the manner indicated below:

BY DELIVERING the notice personally to the Resident or to someone of suitable age and discretion at the premises at least 24 hours prior to the intended entry.

BY LEAVING a copy of the notice at, near, or under the usual entry door of the premises at least 24 hours prior to the intended entry in a conspicuous place where a responsible person would discover the notice.

BY MAILING a copy of the notice addressed to the Resident at least 5 days prior to intended entry.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct and if called as a witness to testify thereto, I could do so competently.

Executed this 10 day of December 2017 at Oakland Ca
(month) (year) (city) (state)

Ursula Morales [Signature]
Name of Declarant (Print) (Signature of Declarant)



California Apartment Association Approved Firm
 www.caaref.org
 Form 28-B - Revised 12/15 - ©2015 - All Rights Reserved
 Page 1 of 1



ALMA APARTMENTS

December 19, 2017

Re: WATER SHUT OFF

Dear Residents,

Due to Emergency Maintenance in multiple units:

WATER WILL BE SHUT OFF 12/20/2017
Wednesday between 10AM -5PM

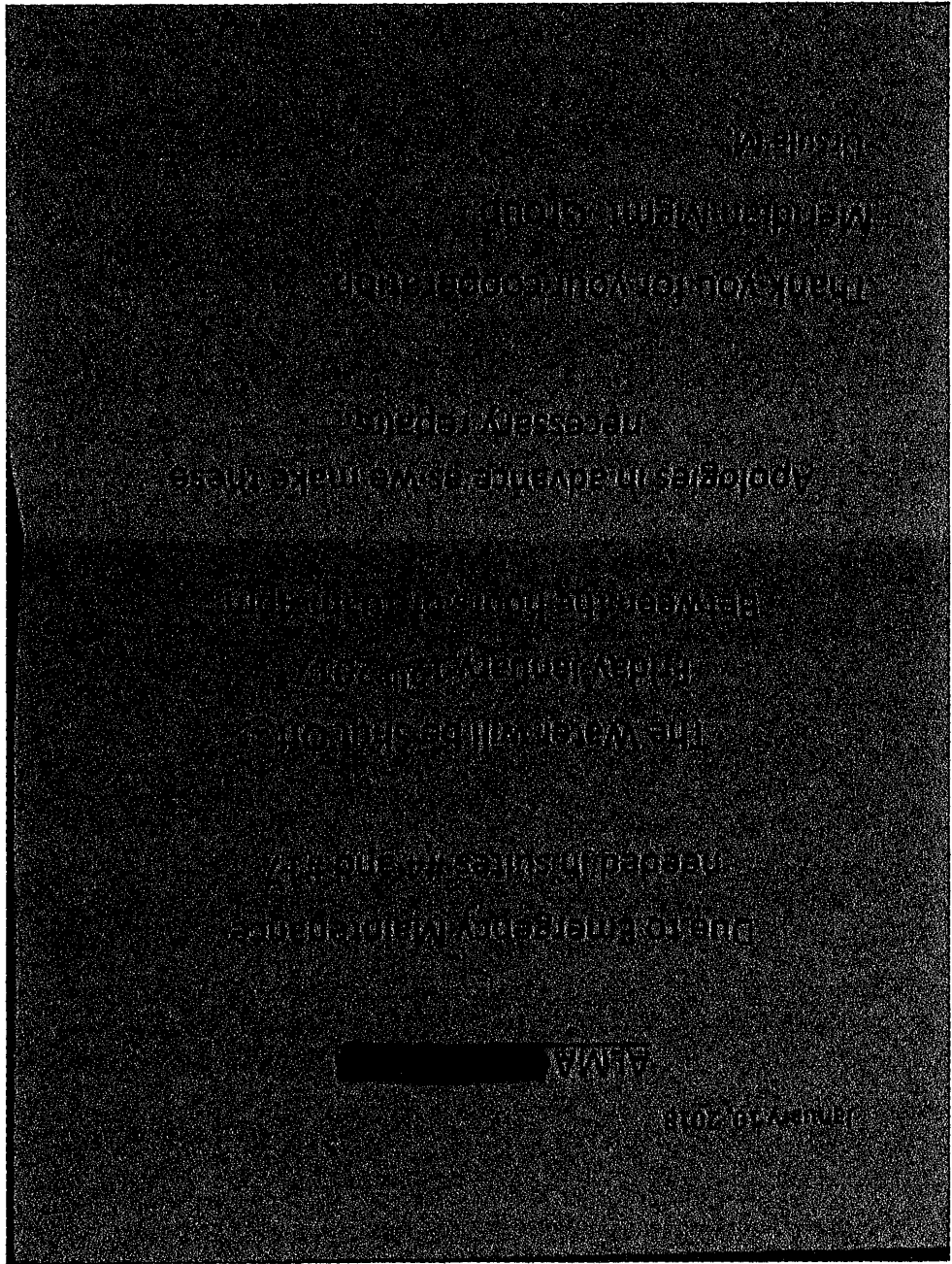
Apologies in advance for any inconvenience.

Ursula Morales

925.705.3461

Meridian Mgmt.

000130



Alma Apts

Please Note:

Intercom was
repaired 1/4/19

If you're still having
trouble please email
me and I will schedule
service. Entry will be
needed. Thank you!
Vivian

Alma Apts

Please Note:

Construction

Noise Compliance

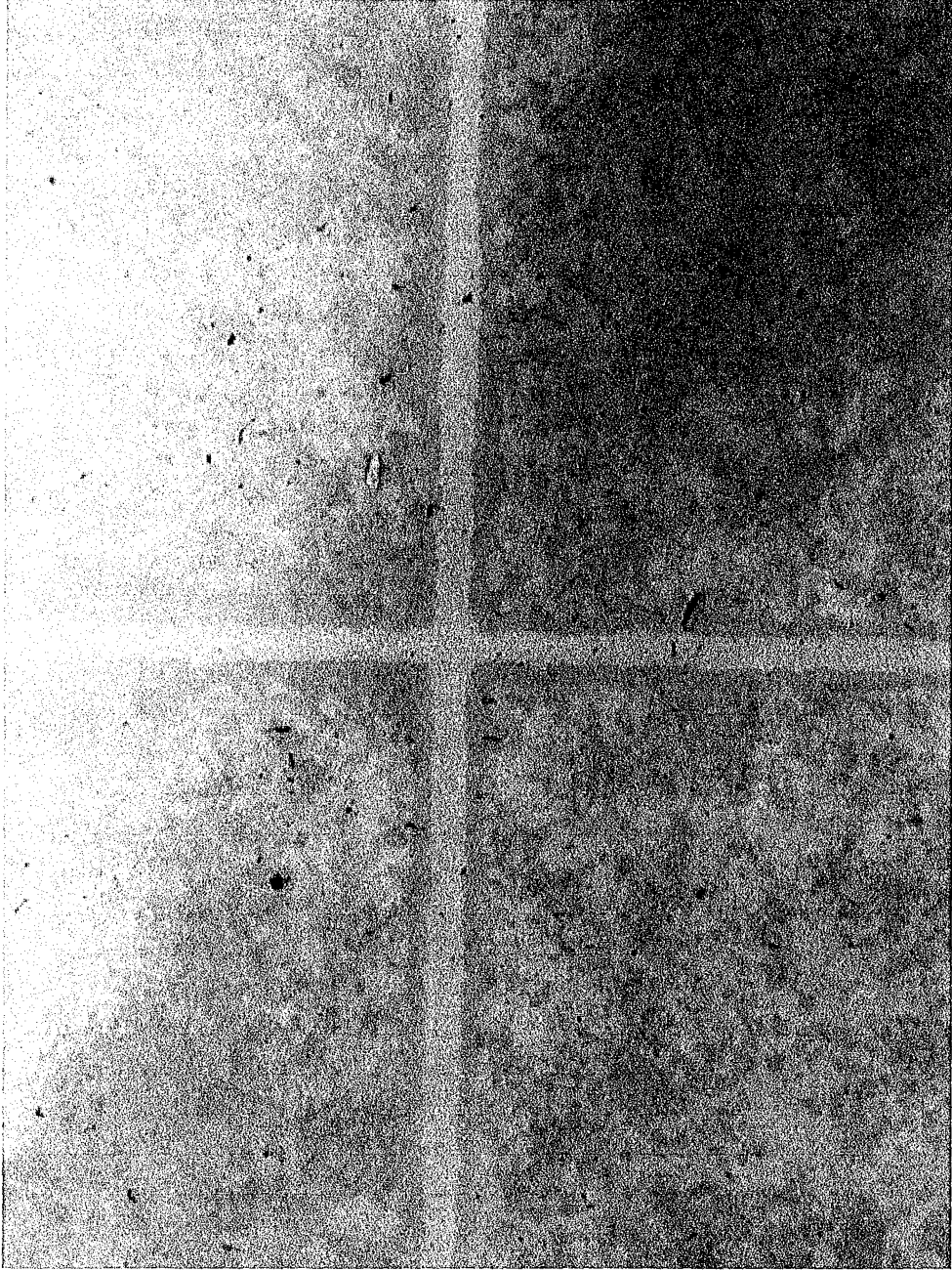
is from 7am - 7pm
7 Day x wk.

Apologies - Ursula

Attachment 6



000135



000136

**LETTER
SIZE**

Perma-Stor®

**PRODUCT
#0171**

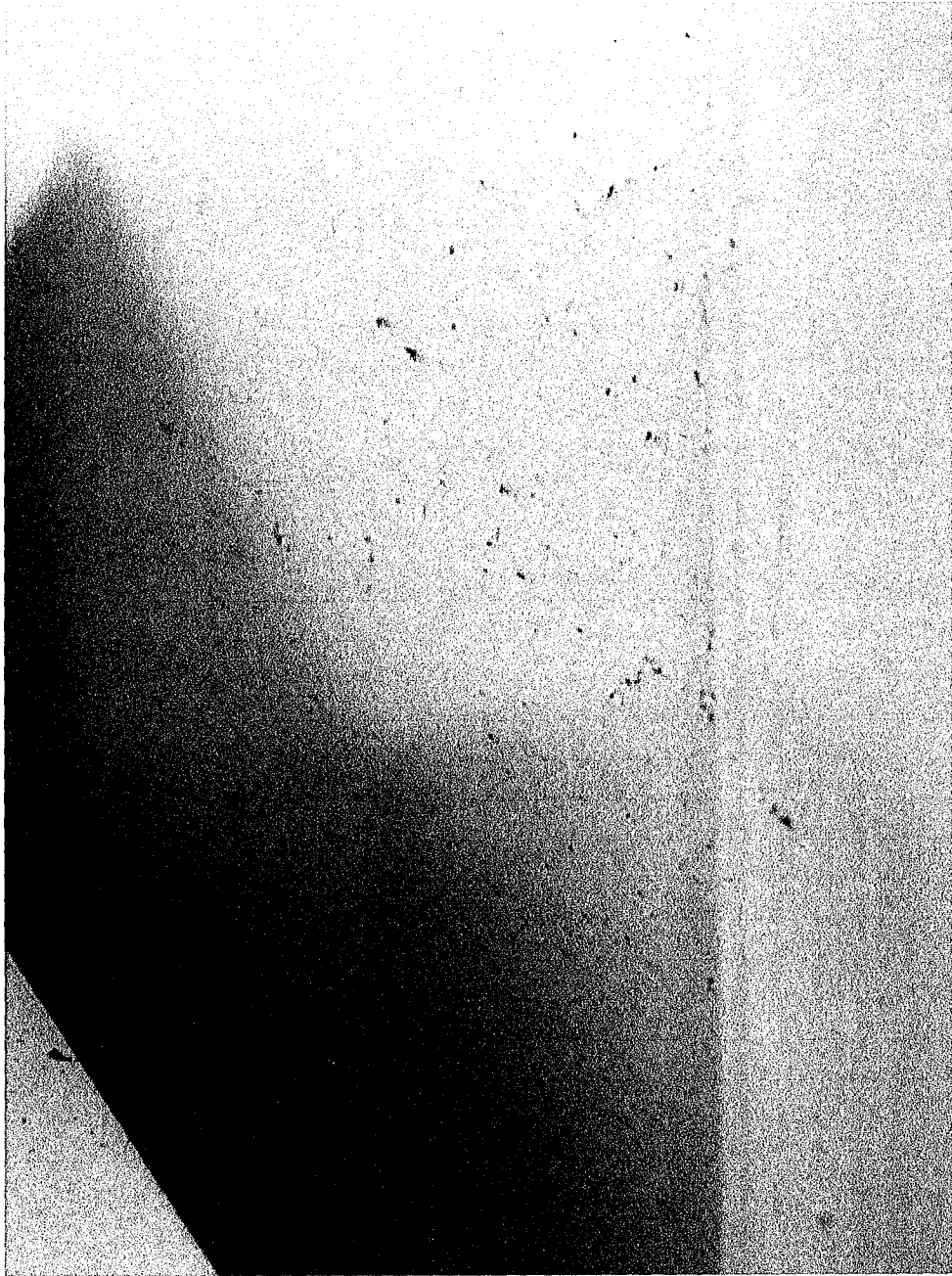
BOX NUMBER

FROM

TO

DESTROY DATE

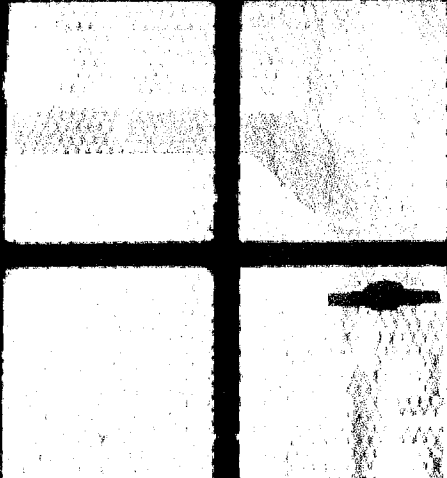
Perma Products

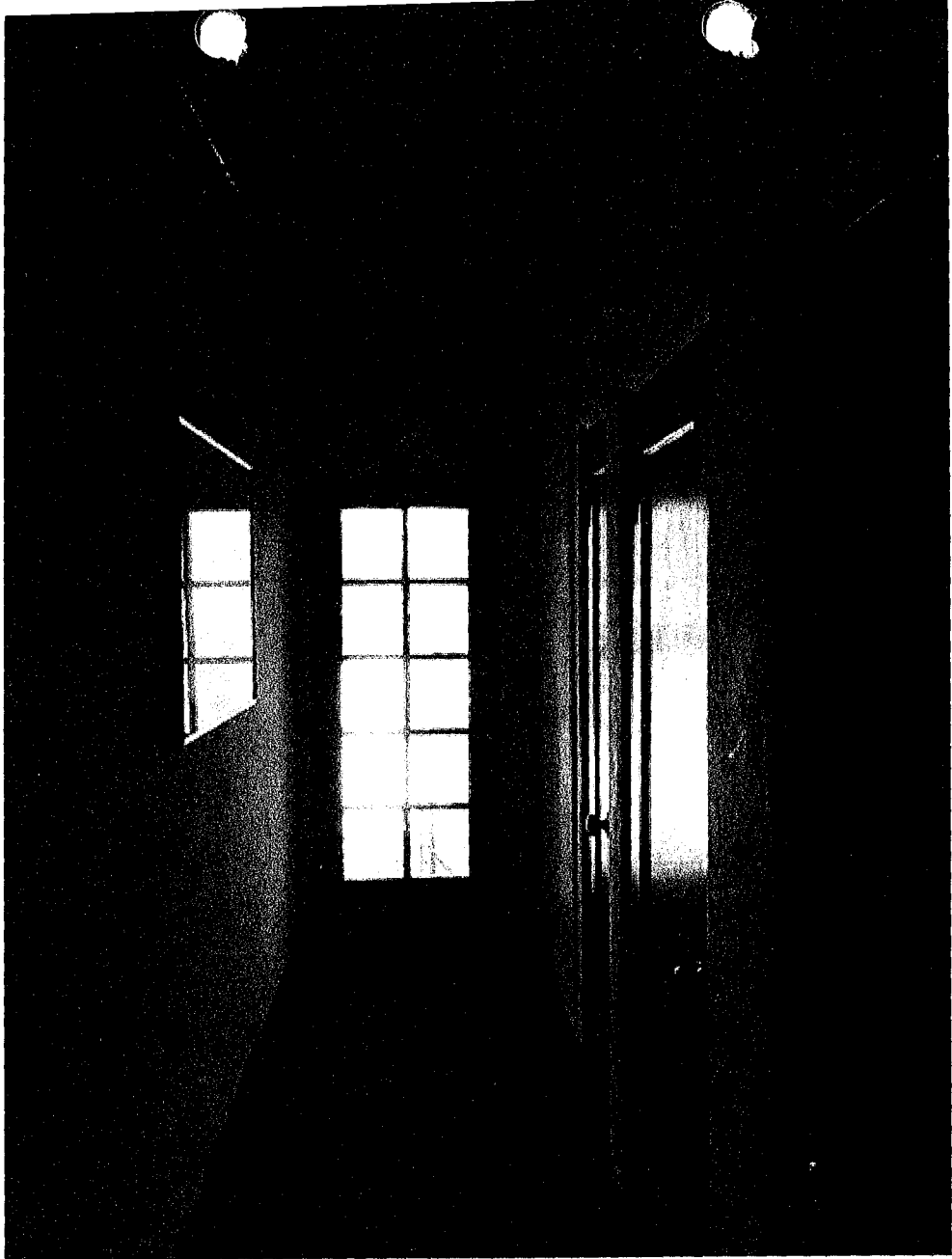


000138

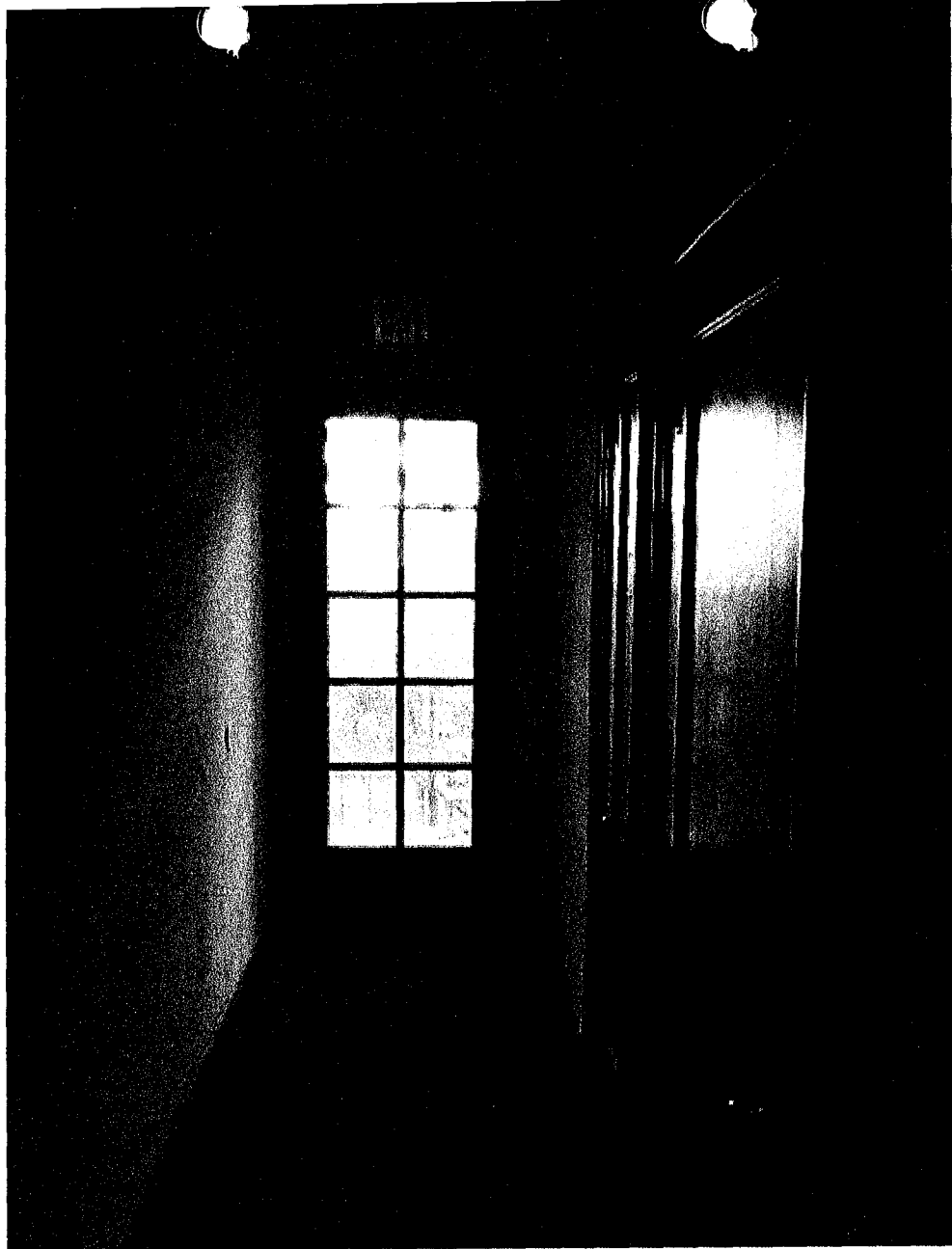
Attachment 7

EXIT





000141



000142



Attachment 8
(USB device containing videos)



CITY OF OAKLAND

250 FRANK OGAWA PLAZA, SUITE 5313, OAKLAND, CA 94612-2043

Housing and Community Development Department
Rent Adjustment Program

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

HEARING DECISION

CASE NUMBER: T18-0018 Sund v. Vernon Street Apartments, LP

PROPERTY ADDRESS: 633 Alma Avenue, Unit 5, Oakland, CA

HEARING DATE: May 30, 2018
June 4, 2018

SITE INSPECTION : June 4, 2018

DECISION DATE: December 20, 2018

| | | |
|---------------------|--------------------------|---------------------------------|
| APPEARANCES: | Jessica Sund | Petitioner |
| | Paul Kranz | Attorney for Petitioner |
| | Kim Rohrbach | Paralegal for Petitioner |
| | Greg McConnell | Owner Representative |
| | JR. McConnell | Owner Representative |
| | Don MacRitchie | Witness for Owner |
| | Ursula Morales | Property Manager |
| | Jessica Vernaglia | Property Supervisor |
| | Dave Wasserman | Owner Representative |
| | Lucky Stewart | Agent for Owner |

SUMMARY OF DECISION

The petitioner's petition is DENIED.

INTRODUCTION

Petitioner Jessica Sund filed a tenant petition on November 29, 2017, which contests a proposed monthly rent increase from \$908.67 to \$2,095.00 effective December 1, 2017 on the following grounds:

1. The increase exceeds the CPI Adjustment and is unjustified or is greater than 10%;
2. The proposed rent increase would exceed an overall increase of 30% in 5 years; and
3. I wish to contest an exemption from the Rent Adjustment Ordinance because the exemption was based on fraud or mistake.

The owner filed a timely response to the petition and contends that the contested rent increase is a Costa Hawkins rent increase. The petitioner, who was the original occupant, no longer resides at the subject property as her primary place of residence.

ISSUES PRESENTED

1. Is the contested rent increase limited by the Rent Adjustment Ordinance?

EVIDENCE

Petitioner's Status as a Tenant

Testimony of Jessica Sund - Petitioner

The petitioner testified that she moved into the subject unit in July 2008, at an initial monthly rent of \$895.00. She testified that on September 6, 2017, she was served a rent increase notice proposing to increase her rent from \$908.67 to \$2,095.00 monthly.¹ She further testified that she is currently paying \$908.67 in rent monthly and has continued to pay that amount since the effective date of the rent increase.

Ms. Sund testified that on August 24, 2017, she emailed the property supervisor at the time, Thomas Preston, to notify him that her boyfriend, Cory Hamrick, would be moving in with her the following weekend, and that they were expecting a baby in October of 2017.² In response to her email, she received a letter from Thomas Preston, dated August 28, 2017, stating that her lease had a "no subletting/no assignment clause", and a "use/occupancy" provision, therefore, her request to sublet the unit to her boyfriend was denied.³ The letter also stated that if her boyfriend did move in, her lease and tenancy would be terminated for unlawful subletting. She testified that she received this letter in early September, around the same time as the rent increase notice dated September 6, 2017.

¹ Exhibit 1

² Exhibit 2

³ Exhibit 3

Ms. Sund testified that because the property manager refused to allow her boyfriend to move in with her, and instead issued an exorbitant rent increase, she decided to stay with her boyfriend temporarily, who resides at 3024 California Street in Oakland, California. She moved to the California street address in early October, 2017, right before the birth of her daughter on October 24, 2017.⁴ She testified that she moved because she believed that if she continued to reside at the Alma street apartment, she would have to pay the rent increase, and she could not afford it. She also moved because she wanted the support of her boyfriend to care for her newborn child, who had medical issues requiring full time care. She also did not want to deal with the stress of being in an adversarial relationship with her landlord. Ms. Sund testified that as of the date of the hearing, she was still residing primarily at the California street address. She testified that she visits the Alma street apartment once or twice a week to check on her plants, and the apartment generally, but is staying at the California street address with her boyfriend and baby for now.

On cross examination, Ms. Sund testified that she has not moved back into the Alma street apartment because of excessive construction noise that began in November of 2017 and is still ongoing. She submitted copies of construction notices issued by the property manager.⁵ She further testified that her carpet was damaged when the property manager replaced her refrigerator and the dirty carpet is another reason she has not moved back into the Alma street unit. Finally, she testified that she has been receiving mail at the California street address since October of 2017.

Testimony of Lucky Stewart – Agent for Owner

Lucky Stewart is an agent for the owner. He testified that he is employed by an ownership group that acquires different properties in the bay area and he acts as an asset manager for the ownership group. He is tasked with managing the takeover of properties and overseeing general operations. He testified that he acquired the subject property, 633 Alma Street, in June of 2017.

Shortly after he acquired the subject property, he received reports from other tenants in the building that the petitioner was subletting her unit. Specifically, he was told that there were strangers going in and out of the petitioner's unit freely and had possession of keys to the unit but the petitioner was no longer there. He also personally observed an international couple, with luggage, coming out of the petitioner's unit, sometime in early August. Both individuals were tall, blonde, and speaking a foreign language, and when he attempted to speak to them, they ignored him. Based on the reports from other tenants, and his own observations, he decided to investigate the petitioner's whereabouts. He did an internet search and asked his attorney, Dave

⁴ Exhibit 4

⁵ Exhibit 5

Wasserman, to do a LexisNexis search to see if the petitioner was still living in the Alma street apartment. His own internet search revealed a baby registry under the petitioner and her boyfriend Cory Hamrick's name, as well as couch surfing listings placed by Cory Hamrick, the petitioner's boyfriend, advertising an unspecified unit as available for rent. Mr. Stewart testified that he was advised by his attorney that the LexisNexis search revealed two addresses linked to the petitioner, the 633 Alma street address and the 3024 California street address, and that the petitioner was likely no longer living at the 633 Alma street address.

Based on his findings, he issued a warning letter to the petitioner on August 22, 2017, which was posted on the door of the petitioner's unit and mailed to the petitioner.⁶ In the letter, he informed her that he had "received complaints regarding an overwhelming amount of random visitors coming and going from unit 5 at 633 Alma street. The visitors seem to have access and keys to come and go freely, yet you are not around. What is also troubling is that some of them have been disturbing your neighbors and this is their home."⁷ The letter went on to warn the petitioner that the lease was in her name only and that her lease did not allow for her to sublet or assign any part of the premises. A copy of the lease with the provision prohibiting subletting and assignment was received into evidence.⁸ The petitioner denied ever receiving the August 22, 2017, letter.

After he issued the warning letter, on August 24, 2017, the property supervisor at the time, Thomas Preston, received the email from the petitioner announcing that she was pregnant and that her boyfriend would be moving in the next day. Mr. Stewart testified that he viewed the petitioner's email as a demand and not a request to sublet. He also believed that the petitioner was using the request to sublet to her boyfriend as ruse so she could continue renting out the unit to short-term tenants. He testified that he directed the property supervisor to respond by issuing the letter dated August 28, 2017, which denied the petitioner's request to sublet to her boyfriend and informed her that if her boyfriend did move in her lease and tenancy would be terminated for unlawful subletting. The letter further stated that "if the petitioner had made a reasonable and proper request well in advance of the move-in date, instead of unilaterally stating that her boyfriend was moving in, the landlord would have been amenable to accommodating her request... and... if the tenant wished to revisit this issue down the road in a more appropriate fashion, then management may be more receptive".⁹ This letter was posted on the petitioner's door and mailed on August 28, 2017. Mr. Stewart testified that the petitioner never followed up her request to sublet to her boyfriend, and to his knowledge, Cory Hamrick, the petitioner's boyfriend, never moved into the Alma street unit.

⁶ Exhibit 12

⁷ Exhibit 12

⁸ Exhibit 11

⁹ Exhibit 2

After this letter was sent, the tenants in unit 1 reported that strangers were still coming and going from the petitioner's unit. This prompted the property management to issue a Costa Hawkins rent increase. On September 6, 2017, the property management issued a notice of rent increase to Jessica Sund and all subtenants in possession of the subject unit, stating that the original occupant, Jessica Sund, was no longer permanently residing in the unit and the rent was being increased pursuant to California Civil Code Section 1954.50, *et seq.* (Costa Hawkins Rental Housing Act).¹⁰ Finally, Mr. Stewart testified that since the Costa Hawkins rent increase, he has not received reports of anyone entering or leaving the petitioner's unit.

Testimony of Property Manager – Ursula Morales

Ursula Morales is the onsite property manager for 633 Alma Street. She has held that position since October 1, 2017. She testified that she knows all the tenants in the building and she has never met or seen the petitioner before. She testified that she lives in unit 11, which is directly above the petitioner's unit and she has never heard a baby cry in the petitioner's unit. She further testified that sometime in November or December of 2017, she received a complaint about strangers coming in and out of the petitioner's unit as well as noise and smoke coming from the petitioner's unit. She testified that these complaints were made by the tenant in unit 6, Marissa Williams. Ms. Williams is the tenant in the unit directly across from the petitioner's unit. In response to these complaints, she went to the hallway downstairs to check on the petitioner's unit. She heard some noise, but nothing out of the ordinary, just the sound of television. Finally, she testified that she has never personally observed anyone, including the petitioner, coming in and out of the petitioner's unit.

Testimony of Don MacRitchie - Private Investigator

Don MacRitchie testified that he was retained to investigate the tenancy of the petitioner. He is a licensed private investigator who is licensed to gather this type of information for administrative proceedings and the data he obtains originates with the original consumer. His investigation encompassed searches of various address history databases, social media outlets, voter registration records and other public records. He has performed this type of investigation thousands of times and has been qualified to testify as an expert in court proceedings regarding false testimony about where people live and has testified as an expert in over seventy matters before the San Francisco Rent Board. He has also testified as an expert in prior proceedings before the Rent Adjustment Program.¹¹

Mr. MacRitchie testified that during his investigation, he completed two database searches, one in December of 2017, and one in May of 2018. He

¹⁰ Exhibit 1

¹¹ T16-0707 *Brown v. Wasserman*

prepared two Investigator Reports based on his findings, one for the petitioner, Jessica Sund, and one for her boyfriend, Cory Hamrick.¹²

His investigation of the petitioner, Jessica Sund, indicated that she first reported 633 Alma Street, Unit 5, as her current address on August 28, 2008. The database searches show that she subsequently reported 3024 California Street as her current address for the first time on July 1, 2017, and again in August of 2017. The California street address continued to be reported as her current address as recently as May 2018. On the other hand, the most recent reporting date for the Alma street address in any of the databases was December 5, 2017.

His investigation of Cory Hamrick indicated that Mr. Hamrick's current place of residence is 3024 California Street. Mr. Hamrick first reported the California street address as his address in April of 1999. The California street address continued to be reported as his sole current address as recently as March 27, 2018. Mr. Hamrick is the current owner of the California street property. The property is a two bedroom, one bathroom, single family home. Mr. Hamrick also claims a Homestead Exemption for the property. Mr. MacRitchie testified that a Homestead Exemption applies if the property is the owner's principal place of residence, and it allows the owner to claim a property tax deduction. The Tax Assessor's office also confirmed that the mailing address of record for the property is the California street address. His investigation also indicates that Mr. Hamrick is currently registered to vote at 3024 California Street. Finally, the database searches did not show any reports of the Alma street address as being associated with Mr. Hamrick.

In addition to the database searches, Mr. MacRitchie testified that he also interviewed other tenants at 633 Alma street. He interviewed the tenants after the first day of hearing in this case, and prior to the second day of hearing. He testified that he spoke to four tenants, three of them were current tenants, and one was a former tenant. The current tenants were the tenants in unit 3, 4, and 6 who all believed the petitioner had lived elsewhere for quite a while. The former tenant was also the former property manager, Kathy Espinoza, who also believed the petitioner had been living elsewhere for quite some time.

Based on his investigation Mr. MacRitchie opined that a preponderance of the evidence supports a conclusion that Jessica Sund's permanent place of residence is not the subject property, 633 Alma Street, Unit 5, but rather 3024 California Street.

Site Inspection

The Hearing Officer conducted a site inspection on June 4, 2018. She noted that the unit was a studio apartment, consisting of one large room, a

¹² Exhibits 7 and 8

kitchen, bathroom, and a closet. There was one queen size bed in the unit and a portable rock and play. There was no crib in the unit. The Hearing Officer did not observe any toys in the unit. There were two diapers, one baby lotion bottle, and a onesie laid out on a counter. The refrigerator and closets were empty.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Petitioner's Status as a Tenant

The owner has established by a preponderance of the evidence that the petitioner no longer permanently resides at 633 Alma street, Unit 5, in Oakland but rather, 3024 California street.

The agent of the owner, Lucky Stewart, testified credibly that shortly after acquiring the Alma street property in June of 2017, he received multiple complaints from tenants about strangers going in and out of the petitioner's unit freely, with keys to the unit, while the petitioner herself was nowhere to be seen. He also personally observed a blonde couple exiting the petitioner's unit with luggage, speaking a foreign language, and ignoring his attempts to communicate. Based on this information, he did an internet search that revealed a baby registry for the petitioner and her boyfriend, Cory Hamrick, as well as listings by Mr. Hamrick, purporting to rent out an unspecified unit on couch surfing sites. He testified that this search further fueled his suspicions that the petitioner did not reside in the subject unit and that instead, the petitioner was unlawfully subletting her unit to short-term tenants. This testimony is corroborated by the investigator, Don MacRitchie, who testified that records show the tenant first began listing the California street address as her current address on July 1, 2017. Based on this evidence, it is more likely than not that the petitioner was no longer permanently residing at the Alma street address since at least July 1, 2017.

The petitioner's testimony that she temporarily moved from the Alma street address to the California street address in October of 2017, after her request to have her boyfriend move into her unit was denied, is simply not credible. The Hearing Officer finds it implausible that the petitioner's boyfriend, Cory Hamrick, would leave his two-bedroom house, that he owns and claims a homestead exemption for, to move into the petitioner's studio apartment, especially considering that the couple was expecting a baby in October of 2017. Choosing to move in together into a small studio apartment in anticipation of a newborn baby when the option of a two-bedroom house was readily available does not seem reasonable.

The tenant herself testified that she has been staying at the California street address since October of 2017, and has no immediate plans to move back into the Alma street apartment. She further testified that she only visits the Alma street apartment once or twice a week, to water the plants and check on the

apartment, but she does not carry out daily living activities in the Alma street unit. She does not sleep there, or cook there on a regular basis. Although it is undisputed that the petitioner has been paying her rent for the Alma street apartment, paying rent alone is not sufficient to establish that the unit is being occupied as a permanent residence.

The owner argued that the petitioner has no intention of occupying the unit as her primary residence. She is holding on to the unit at a below market rate so she can rent it out to short-term tenants. He further argued that the petitioner's boyfriend never intended to move into the Alma street address and instead the request by the petitioner to have her boyfriend move in was merely a ruse to allow her to continue renting out her unit to short-term tenants for her own financial advantage. The Hearing Officer finds this argument persuasive.

Additionally, the testimony of Don MacRitchie, the investigator, is substantial evidence of the fact that the petitioner has not occupied 633 Alma Street, Unit 5, as her permanent place of residence since July 1, 2017.

Finally, the Hearing Officer's onsite inspection of the Alma street apartment indicates that the petitioner does not live there. The apartment was sparse and the closet and refrigerator were empty. In addition, the apartment did not have any evidence of a child residing in the unit, aside from the rock and play and some diapers strategically laid out on a counter. The apartment did not have toys or any other children's furniture.

Based on the evidence and testimony, it is more likely than not that the petitioner has not occupied the subject unit as her primary residence since at least July 1, 2017.

Costa-Hawkins

California Civil Code Section 1954.53(d) states in part:

(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 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....

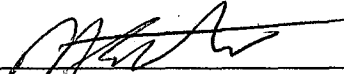
The testimony and documentary evidence constitute substantial evidence that the petitioner no longer permanently resides in the subject unit and therefore lacks standing to file this petition.

ORDER

1. The petitioner lacks standing to file this petition because she no longer resides at 633 Alma Street, Unit 5, Oakland, California, and has not resided at this address since July of 2017.
2. Petition T18-0018 is DENIED.

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

Dated: December 20, 2018



MAIMOONA SAHI AHMAD
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE
Case Number T18-0018

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 of it in a sealed envelope in a City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California, addressed to:

Documents Included

Hearing Decision

Manager

Thomas Preston
633 Alma Avenue
Oakland, CA 94619

Manager

Ursula Morales
633 Alma Avenue
Oakland, CA 94619

Owner

Vernon Street Apartments, LP aka Flynn Family Holdings, LLC
1717 Powell Street #300 c/o Russell B. Flynn
San Francisco, CA 94133

Owner Representative

Gregory McConnell, The McConnell Group
300 Frank Ogawa Plaza Suite # 460
Oakland, CA 94607

Owner Representative

JR McConnell, The McConnell Group
300 Frank Ogawa Plaza Suite #460
Oakland, CA 94607

Tenant

Jessica Sund
633 Alma Avenue #5
Oakland, CA 94610

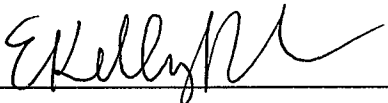
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Tenant Representative

Paul Kranz
639 San Gabriel Avenue
Albany, CA 94706

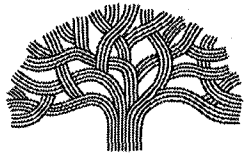
I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first 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 December 20, 2018 in Oakland, CA.



Esther K. Rush

Oakland Rent Adjustment Program



CITY OF OAKLAND

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

For date stamp

RECEIVED

JAN 09 2019

RENT ADJUSTMENT PROGRAM
OAKLAND, CALIF.

| | | | |
|---|--|---|--|
| Appellant's Name Jessica Sund | | <input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant | |
| Property Address (Include Unit Number) 633 Alma Avenue # 5 Oakland, California 94610 | | | |
| Appellant's Mailing Address (For receipt of notices) 633 Alma Avenue # 5 Oakland, California 94610 | | Case Number T18-0018 | Date of Decision appealed 12/20/2018 |
| Name of Representative (if any) Paul Kranz, Esq. | | Representative's Mailing Address (For notices) 639 San Gabriel Avenue Albany, California 94706 | |

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

- 1) There are math/clerical errors that require the Hearing Decision to be updated. *(Please clearly explain the math/clerical errors.)*
- 2) **Appealing the decision for one of the grounds below (required):**

- a) **The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations or prior decisions of the Board.** *(In your explanation, you must identify the Ordinance section, regulation or prior Board decision(s) and describe how the description is inconsistent.)*
- b) **The decision is inconsistent with decisions issued by other Hearing Officers.** *(In your explanation, you must identify the prior inconsistent decision and explain how the decision is inconsistent.)*
- c) **The decision raises a new policy issue that has not been decided by the Board.** *(In your explanation, you must provide a detailed statement of the issue and why the issue should be decided in your favor.)*
- d) **The decision violates federal, state or local law.** *(In your explanation, you must provide a detailed statement as to what law is violated.)*
- e) **The decision is not supported by substantial evidence.** *(In your explanation, you must explain why the decision is not supported by substantial evidence found in the case record.)*

For more information phone (510) 238-3721.

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

Submissions to the Board must *not* exceed 25 pages from each party, and they must be received by the Rent Adjustment Program with a proof of service on opposing party within 15 days of filing the appeal. Only the first 25 pages of submissions from each party will be considered by the Board, subject to Regulations 8.22.010(A)(5). Please number attached pages consecutively. Number of pages attached: _____. Please see attachments

• 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 _____, 20____, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows: Please see Proof of Service separately enclosed

| | |
|------------------------|--|
| <u>Name</u> | |
| <u>Address</u> | |
| <u>City, State Zip</u> | |
| <u>Name</u> | |
| <u>Address</u> | |
| <u>City, State Zip</u> | |

| | |
|--------------|------------|
| Paul L. Kunz | 01/09/2019 |
|--------------|------------|

SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE

DATE

For more information phone (510) 238-3721.

ATTACHMENT 1

Petitioner will further submit a brief not to exceed twenty-five (25) pages.

Petitioner also does not waive her right to contest the time lines for her appeal on the ground that the date indicated on the proof of service (December 20, 2018) attached to the subject Hearing Decision is inaccurate. The dates stamped by the postage meter on each of the envelopes in which the Hearing Decision was separately and respectively mailed to Petitioner and to her attorney show that postage was affixed on December 26, 2018—not six days earlier, on December 20, 2018, as declared on the proof of service. Copies of the envelope received by Petitioner and of the envelope received by her attorney are attached as Attachment 2.

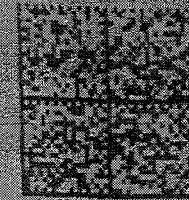
ATTACHMENT 2

CITY OF OAKLAND



HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT
RENT ADJUSTMENT PROGRAM
250 FRANK H. OGAWA PLAZA
SUITE 5313
OAKLAND, CA 94612-0234

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FIRST CLASS



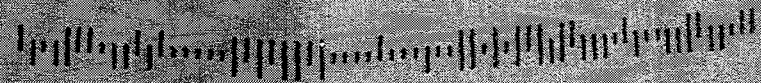
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Jessica Sund
633 Alma Avenue #5
Oakland, CA 94610

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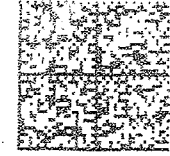


CITY OF OAKLAND



HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT
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SUITE 5313
OAKLAND, CA 94612-0234

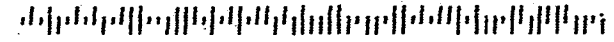
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Paul Kranz
639 San Gabriel Avenue
Albany, CA 94706

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OKLAND CA 946

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Justice Maggie Savel
Att. Gen. Oregon vs.
633 Alameda Street
Oakland, CA 94610

04610-388705

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Update
1 message

Thu, Aug 24, 2017 at 10:10 AM

J. Sund <jesssund@gmail.com>
To: 6326ma@gmail.com

August 24, 2017

Jessica Sund
853 Alma Ave. #5
Oakland, CA 94610
jesssund@gmail.com

Thomas Preston, Property Supervisor
Alma Apartments, LP
603 Alma Ave.
Oakland, CA 94610
(415) 775-1081
T.Preston@pmal.com

Dear Mr. Preston,

Please accept this email as written notice that my significant other will be moving into my apartment at 603 Alma Ave. #5, Oakland, CA 94610 this weekend, on August 25th or 26th, 2017. Also, I am pregnant and my baby is expected in October 2017. I am sending this email to you because I do not have a mailing address for you.

Thank you

Sincerely,
Jessica Sund
(415) 206-6436

8/24/17 T. Preston sent email (above), no reply

8/28/17 T. Preston left vmessage re: did you receive email sent 8/24/17? no reply

8/29/17 T. Preston left vmessage "

no reply

Attachment 2

Jessica Sund v. Vernon Street
Apartments, LP

T18-0018
633 Alma Street

#5

Petitioner Jessica Sund appeals from the decision of Hearing Officer Maimoona Sah Ahmad. Petitioner notes for the record that her petition was filed on November 29, 2018. The hearing commenced six months later, on May 30, 2018, and concluded on June 4, 2018. The decision was not issued for more than six months, on December 20, 2018. According to the proof of service, it was mailed on December 20, 2018, but the envelope containing has a December 26, 2018 postmark.

Petitioner also notes for the record that the attachments hereto (other than the attachments which are excerpts from the witnesses' testimony on May 30th and June 4th, 2018) were submitted at the hearing, either by her counsel or Respondent's counsel or both, but have been renumbered. for expediency's sake. As for the excerpts from the witnesses' testimony are concerned, these are marked according to where each begins and ends in the audio recording the initial day of testimony, May 30th.

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INTRODUCTION

Petitioner Jessica Sund brought the petition because, within days of notifying her landlord that she was pregnant and that her boyfriend and father of her child would begin to stay in the unit, her landlord served her with notice that her rent was being more than doubled. Unable to pay the increased rent, and after consulting with an attorney, she filed this petition and then began to stay in her boyfriend's residence.

Because Ms. Sund's newborn daughter had serious health conditions requiring 24-hour monitoring, it was necessary for her and the baby's father's to live together; moreover, the necessity for monitoring was ongoing. It was absolutely unreasonable for Ms. Sund to consider residing in her apartment under these conditions. Ms. Sund testified on the first day of the hearing that she did and does not know whether the relationship with her daughter's father would be permanent. For this reason, staying with at her boyfriend's home with their child has been intended as "temporary".

The landlord did not present any evidence to contradict these facts. The landlord contrived the story that Ms. Sund was residing with her boyfriend because she was subletting her unit in order to take advantage of its below-market rent and make a profit. But the landlord did not present an iota of credible and competent evidence to support its claim. With the exception of a single claimed sighting by the landlord's "asset manager"—who claimed he once saw a

Petitioner's Brief in Support of Appeal
000165

tall, blonde couple speaking German exiting her unit with luggage—the landlord had no other evidence to support subletting. Indeed, the decision relies heavily on this purported sighting by the asset manager, Lucky Stewart. But Mr. Stewart also testified that this alleged one-time sighting was not the cause of the attempted rent increase. He said it was later sightings, observed by property managers he never identified, and by certain tenants, none of whom testified. Nonetheless, the tenants reported nobody coming and going from Ms. Sund's unit, according to testimony of the landlord's private investigator who had interviewed them. And the only property manager who testified—the landlord's own 24/7 on site property manager—stated that she *never* saw any other persons using Ms. Sund's unit and knew of no evidence of subletting. Finally, the private investigator, who the landlord (and the hearing officer) characterized as a qualified "expert" on such matters, opined that Ms. Sund was *not* subletting; i.e., that there was not evidence to support his client's contention.

That a hearing officer could find that Ms. Sund's pregnancy, and her request for her baby and her baby's father to be able to stay in her unit, was "merely a ruse to allow her to continue renting¹ out her unit to short-term rentals for her own financial advantage", is simply incredulous and offensive, and in blatant disregard of the evidence.

STATEMENT OF FACTS

Jessica Sund is a 41-year old single woman. She has lived at the subject premises, 663 Alma Street #5, since 2008. She has worked as an elementary and middle school science teacher, and is currently earning a graduate degree in water resource management. On Friday, August 24, 2017, she notified her landlord by written email that she was expecting a baby in October and that her boyfriend and father of her expected newborn, as well as the newborn, would be staying in her unit. (See Attachment 1.) In a letter dated August 28, 2017, which Ms. Sund actually received about a week later (it was postmarked September 7), property manager Thomas Preston rejected her request because it had been "couched as a "demand". (See Attachment 2.) Per Mr. Preston, any request had to be made "well in advance of the requested move-in date, and thereafter providing necessary information to and documentation to

¹The landlord's "asset manager", Lucky Stewart, testified that the [alleged] subletting stopped shortly after Ms. Sund received the rent increase notice in early September, 2017

management.” (*Ibid.*) On that same day and on the following day, August 29, 2017, Ms. Sund called Preston three times to further discuss her request. (See Attachment 5, pp. 1–2.) Neither Preston or anyone else on behalf of the landlord responded; Preston did not return her phone messages; he did not respond by email or by letter. (See *ibid.*) Instead, the next communication Ms. Sund received from the landlord was on or about September 6, 2017, when the landlord personally served Ms. Sund with a Notice of Change Terms of Tenancy-Rent Increase Notice [Costa-Hawkins], increasing her rent from \$908.67 to \$2,095, and stating that “Jessica Maggie Sund no longer resides at the Premises and that all current occupants are subsequent occupants and subleases” (See Attachment 3; Attachment 5, p. 3.) In fact, there were no other current or subsequent occupants and subleases (Ms. Sund testimony cite) at the subject premises and Ms. Sund still resided there by herself (See Attachment 5, p. 2.)

Ms. Sund’s reaction to the notice was “fear” because she could not afford that rent and was about to have a baby. (See Exhibit 5, p. 4.) Around that time, she began staying with her boyfriend. (See Exhibit 5, pp. 7, 11–12.) She believed that if she continued to stay at the subject premises, she would have to pay the increased rent, and she also wanted the support of her boyfriend and father of her expected newborn. (See Exhibit 5, pp. 4, 6, 7.) She was 41 years old and this was going to be her first birth. She also retained counsel and the subject petition was filed.

Ms. Sund also continued to stay with her boyfriend after the baby was born because of medical issues the baby suffered that required 24-hour monitoring. (See Exhibit 5, P. 4.) These were serious medical problems; potentially life-threatening. (See *ibid.*)

The Hearing Officer’s Decision and Findings

The hearing officer’s decision relies on testimony from the landlord’s “asset manager” Lucky Stewart stating that: the subject property was acquired by his employer in June 2017; that shortly thereafter, he received reports from tenants that Ms. Sund was subletting and strangers with keys to her unit were entering the unit and the Ms. Sund was no longer there²; that he personally observed a tall blond couple with luggage coming out of the unit, speaking a foreign

²See Exhibit 6, pp. 1–2

language, who ignored him when he tried to speak to them³; that, based on this information, he had counsel conduct an investigation involving LexisNexis, which identified a second address (the California Street address) "linked to" Ms. Sund and which prompted his attorney to say, "Yeah, she's no longer living there."⁴ He also testified this led to an internet search and to him locating a baby registry connected to Ms. Sund and Cory Hamrich, her boyfriend⁵; as well as to him locating on-line "couchsurfing[.com]" listings "from them renting out apartments in, under her or Cory's name."⁶ And that, based on this information, he issued a letter dated August 22, 2017, warning her not to sublet.

In the August 22 letter, signed "The Management," Mr. Stewart claimed that property managers had noticed and received complaints of an "overwhelming amount of random visitors coming and going from [her] unit, and with keys to the unit." (See Attachment 4.) Ms. Sund testified that she never received the letter. (See Attachment 5, p. 10.) With the exception of Lucky Stewart's testimony that he had personally observed what he believed to be an "international" couple (tall, blonder, speaking a foreign language), nothing else he testified to was supported by admissible evidence. There was no admissible evidence of any internet search conducted by him or the landlord's attorney; no evidence of "managers" noticing any suspected sublessees⁷; no evidence of an "overwhelming amount of random visitors." (Cite basically all attachments consisting of the owner's testimony.) As for the "couchsurfing"⁸ posts, Stewart later

³See Attachment 6, p. 2

⁴See Attachment 6, pp. 2-3

⁵See Attachment 6, pp. 3, 24,

⁶See Attachment 6, p. 3; see also pp. 10-11, 7-8

⁷Lucky Stewart was the only "manager" who claimed to have seen any potential sublessees, and he only claimed to have seen on one occasion the German or "international" couple. Moreover, the landlord called the on-site property manager, who testified that she is on site about "24/7", and had never seen *any* such sublessees connected to Ms. Sund's unit.

⁸A couchsurfing profile for Cory Hamrich remains available at <https://www.couchsurfing.com/people/coryhamrick> . It indicates Mr. Hamrick has not even logged into his account for about three years; i.e., since around 2016.

changed his testimony, saying that he didn't recall or see any reference to any specific address; that the listings don't typically refer to any specific address. (See Attachment 6, pp. 8–10.) He further testified that he saw no couchsurfing listing pertaining to Ms. Sund. (See Attachment 6, pp. 7–8.) The couchsurfing testimony was also hearsay.

Stewart characterized the August 22nd letter, sent after his claimed "international" couple sighting, as a "warning". (See Exhibit 6, pp. 4, 7.) Stewart went on to explain, "Then when we saw that it [subletting and/or assignment] was still continuing, and it was observed that there were still people coming and going and not the tenant, we resorted to serving the Costa-Hawkins." (See *id.*, p. 4.) Not only were there no documents or declarations or notes (including the landlord's private investigator's reports) to support any subletting (persons "coming and going" from Ms. Sund's unit) after August 22 or at any time, but there were *no firsthand accounts of any person(s) coming and going whatsoever*, other than the "international" couple Mr. Stewart claimed he'd seen. (See Attachments 6–7, inclusive.) The only property manager who testified—the landlord's 24/7 on-site property manager Ursula Morales—stated that *she never saw anyone coming and going from Ms. Sund's unit, either*. (See Attachment 7, p. 7.) Yet, the lack of evidence of anybody coming and going is nowhere cited or acknowledged in the hearing officer's decision.

Also, after initially testifying that she'd been informed of "strangers coming in and out of" Ms. Sund's unit, Ms. Morales later testified that she'd received just one such complaint from a single tenant, in around November or December 2017. (See Attachment 7, inclusive.) The complaining tenant had reported "smoke and noise," apparently attributed to Ms. Sund's unit. (See Attachment *id.*, p. 2.) When Ms. Morales went downstairs to investigate, she found "nothing out of the ordinary" and just some TV noise. (See Attachment *id.*, p. 3.) The purported single-tenant complaint is inadmissible; it's hearsay. Although Morales testified that it was sent to her by email (See Attachment *id.*, p. 5), no email was offered as evidence. And on cross-examination, Morales testified that the complaint was "more about" noise than anything else. (See Attachment 7, p. 5.) Finally, when asked by the hearing officer if it amounted to "just that one complaint over the holidays about the smoke and noise, Ms. Morales replied, "M-hm" (See *id.*, p. 6.). None of these inconsistencies or lapses in the testimony are cited or acknowledged in the hearing officer's decision.

Thus, between the time that the August 22 "warning" letter was purportedly sent and September 6, when the Costa-Hawkins rent increase notice issued, *nothing new had happened— except that, on August 24th, the owner was notified by Ms. Sund that she was pregnant, and that Mr. Hamrick, the baby's father, would be moving in.*

Here it should also be noted that the hearing officer in her decision incorrectly quotes the landlord's responsive letter dated August 28th as stating: "[I]f [you] had made a reasonable and proper request well in advance of the move-in date, instead of unilaterally stating that [your] boyfriend was moving in, the landlord would have been amendable to accommodating [your] request...and...if the [you wish] to revisit this issue down the road in a more appropriate fashion, then management may be more receptive". The letter does not say that. (See Attachment 4.) It says that the landlord is *typically* "amenable" and that "down the road...management *may* be more receptive" [emphasis added]. Hardly reassuring to a soon-to-be new mother expecting a baby in the 4-6 weeks, whose phone calls to further discuss the issue are ignored, and who then receives a rent increase she cannot afford.

/ / /

Returning to Mr. Stewart's testimony, it should be noted that there are surveillance cameras at the property. According to Stewart's testimony, at the time of the hearing there were about five cameras total. (See Attachment 6, p. 18.) These included a camera at the back of the first floor, where Ms. Sund's unit is located, near an emergency exit. (See *ibid.*) Also, there were multiple cameras in front of the building. (See *ibid.*) Mr. Stewart further testified that he never checked any cameras for recordings of the people he'd claimed have keys to Ms. Sund's apartment. (See Attachment 6, pp. 21-21.) When asked why, his incredible answer was, "If I thought it was an important issue, I would have produced the footage." (See *id.*, p. 21.) The hearing officer omits in her decision *any reference to the fact that there were cameras, and to the fact that no footage was produced at all.*

Apart from the hearing officer's misplaced reliance on Mr. Stewart's testimony, she also relied on the testimony Don MacRitchie, the private investigator hired by the owner through counsel. Her summary of this testimony concludes, "MacRitchie opined that a preponderance of the evidence supports a conclusion that Ms. Sund's permanent place of residence is not the

subject property . . [.]."⁴ (See Hearing Decision ("Decision"), p. 6.)

"Permanent place of residence" in the context of Costa-Hawkins is a legal issue, and an expert is prohibited from testifying as to a legal conclusion. "There are limits to expert testimony, not the least of which is the prohibition against admission of an expert's opinion on a question of law. This limitation was recognized by this court in *Ferreira v. Workmen's Comp. Appeals Bd.* (1974) 38 Cal.App.3d 120 [112 Cal. Rptr. 232]." (*Summers v. A.L. Gilbert Co.* (1999) Cal. App. 4th 1155, 1178.) What the hearing officer's decision failed to cite or even mention is that the *landlord's expert, MacRitchie—who'd conducted extensive data-base searches in the course of investigating Ms. Sund's status— testified that he was unable to identify a single individual who'd ever sublet Ms. Sund's unit. (27: 13-). And he admitted that he knew of no evidence that she was subletting. Therefore, his opinion was Ms. Sund was not subletting.*

After the first day of testimony, MacRitchie was asked to interview four tenants from the subject premises. (The first day of testimony was Friday, May 30th.) He did so. None of them knowledge of any other persons associated with Ms. Sund's unit, according to his testimony as follows:

MR. KRANZ: DID ANY OF THEM TELL YOU THAT PERSONS OTHER THAN MS. SUND WERE STAYING THERE?

MACRITCHIE: THEY DIDN'T. THEY THOUGHT IT POSSIBLE.

MR. KRANZ: OKAY. AND WHICH PERSONS TOLD YOU THEY THOUGHT IT POSSIBLE?

MACRITCHIE: ALL DIDN'T HAVE DEFINITE KNOWLEDGE, AND THEY ALL WERE AWARE THAT THERE WERE PEOPLE THAT WERE THERE IN THE BUILDING THAT WEREN'T ASSOCIATED WITH APARTMENTS, AND THEY DIDN'T KNOW FOR CERTAIN WHICH APARTMENT THEY WERE ASSOCIATED WITH. SO THEY THOUGHT THEY WERE SOME TYPE OF SUBTENANTS, BUT THEY COULD NOT DEFINITELY ASSOCIATE WITH MS. SUND'S APARTMENT.

⁴This opinion was offered in Mr. MacRitchie's investigative report on Ms. Sund, rather than during testimony.

MR. KRANZ: AND DID YOU ASK THEM FOR — IF THEY HAD ANY INFORMATION ABOUT THESE ALLEGED SUBTENANTS ?

MACRITCHIE: YES.

MR. KRANZ: AND WHAT DID THEY TELL YOU ?

MACRITCHIE: WHAT I JUST TOLD YOU.

ARGUMENT

I. There Was Not Substantial Evidence To Support the Decision.

Substantial evidence means more than a mere scintilla; it means such relevant evidence as a reasonable mind might accept as adequate to support a conclusion. (See *Richardson v. Perales* (1971) 402 U.S. 389, 401; *Gebhart v. SEC*, 595 F.3d 1034, 1043 (9th Cir. 2010); *Howard ex rel. Wolff v. Barnhart* (Howard) (9th Cir. 2003) 341 F. 3d 1006, 1011.) The records as a whole must be considered, weighing both the evidence that supports and the evidence that detracts from the agency's decision. (See *Mayes v. Massanari* (9th Cir. 2001) 276 F.3d 453, 459; see also *Int'l Union of Painter & Allied Trades v. J & R Flooring, Inc.* (9th Cir. 2011) 656 F.3d 860, 865; *Hawaii Stevedores, Inc. v. Ogawa*, (9th Cir. 2010) 608 F.3d 642, 652 ("The ALJ is expected to consider the record as a whole, including all witness testimony and each medical report, before entering findings"). The court must affirm where there is such relevant evidence as reasonable minds might accept as adequate to support a conclusion, even if it is possible to draw contrary conclusions from the evidence. (See *Howard*, 341 F.3d at 1011.)

When the record as a whole is reviewed, reasonable minds cannot find that there was adequate evidence to support the conclusions of the hearing officer. Reasonable minds could not differ as to whether the conclusions drawn by the hearing officer were justified by the evidence, because they were not. The decision was not supported by substantial evidence.

II. The Decision Constitutes An Abuse of Discretion.

An abuse of discretion is a plain error, discretion exercised to an end not justified by the evidence, a judgment that is clearly against the logic and effect of the facts as are found. (*Rabkin v. Oregon Health Sciences Univ.* (9th Cir. 2003) 350 F.3d 967, 977 (citation and internal quotation marks omitted); see also *In re Korean Air Lines Co., Ltd.* (9th Cir. 2011) 642 F.3d 685, 698 n.11.)

Under the abuse of discretion standard, a reviewing court cannot reverse absent a definite and firm conviction that the district court committed a clear error of judgment in the conclusion it reached upon a weighing of relevant factors. (See *McCullough v. Johnson, Rodenburg & Lauinger, LLC* (9th Cir. 2011) 637 F.3d 939, 953; *Valdivia v. Schwarzenegger* (9th Cir. 2010) 599 F.3d 984, 988 (citing *SEC v. Coldicutt* (9th Cir. 2001) 258 F.3d 939, 941.

The hearing officer's exercise of discretion reflects judgement that was clearly against the logic and effect of the facts. Her selective use of evidence, mischaracterization and misstatement of other of evidence, and patent lack of objectivity, as evinced in her decision, demonstrates a judgement inconsistent with logic and the facts. She consistently relies on evidence that was inadmissible, while at the same entirely ignoring other evidence (much of which was submitted by the Respondent).

The decision thus reflects an abuse of discretion, all of which in Respondent's favor, and demonstrates a lack of objectivity and a prejudice towards Petitioner.

III. In Disregard of the Evidence, the Hearing Officer Arrived at the Unwarranted Conclusion, "The Petitioner's Testimony that She Temporarily Moved from the Alma Street Address to the California Street Address in October of 2017, After Her Request to Have Her Boyfriend Move Into Her Unit Was Denied, is Simply Not Credible"

This conclusion was at best misguided, as was her ancillary conclusion, "It is implausible that the petitioner's boyfriend, Cory Hamrick, would leave his two-bedroom house, that he owns and claims a homestead exemption for, to move into the Ms. Sund's one-bedroom apartment." (See Decision (Statement of Facts and Conclusions) at p. 7.)

Ms. Sund testified that she and her boyfriend had been together just two years; that were not married and that she did not know if the relationship would be permanent. (KR note 36.) For these reasons, she was not certain about where she would continue to live. She also testified that her baby was born with and still suffered from a serious, even potentially life-threatening condition that required around-the-clock monitoring, a circumstance that required her to live with her boyfriend.

This evidence was, further, undisputed.

The phenomena of single women choosing to have children is commonplace in our society, and hardly novel. This is reflected in the fact that it is now illegal to discriminate based

on familial status. In addition, the phenomena of children splitting their time between parents who live in different locations is ubiquitous in our society. Therefore, the hearing officer's above conclusions are unsupported by evidence, tone-deaf to contemporary realities, and inconsistent with the evidence that was submitted. Each was altogether unwarranted.

IV. Under CACI No. 203, The "Evidence" Respondent's Submitted and Cited in the Decision the Decision Deserved To Be Viewed With Distrust and Rejected.

CACI No. 203, entitled *Party Having Power to Produce Better Evidence*, provides as follows:

You may consider the ability of each party to provide evidence. If a party provided weaker evidence when it could have provided stronger evidence, you may distrust the weaker evidence.

Examples of Respondent's failure to provide stronger evidence when it could have or ostensibly could have produced stronger evidences are numerous and have been recounted above. They include Respondent's failure to produce employees claimed to have relevant information, and failure to produce declarations, documents, video footage, etc.. Indeed, testimony from Respondent's own witnesses was sufficient to defeat, and should have defeated, its claims. Respondent called three witnesses. Each offered significant evidence contradicting or inconsistent with Respondent's claims.

Its asset manager testified that the siting of the "international" couple was *not* itself the cause of the rent increase.

Respondent's 24/7 on-site property manager testified that she never saw a possible a sublessee and in effect had no evidence that Respondent ever sublet. And Respondent's private investigator, who Respondent and the hearing officer insisted was an expert, found no evidence of subletting.

Also, Respondent offered no explanation for why it never responded the emails and phone calls Ms. Sund made to discuss her boyfriend and their baby staying in her unit. Moreover, Respondent never explained why its August 28th letter stated that it would be "amenable" to considering Ms. Sund's request when it allegedly already believed and was allegedly already investigating—and had received information that—Ms. Sund was subletting in

violation of her lease. Either the August 28th letter was disingenuous, or the landlord did not believe that Petitioner was subletting—if not *both*.

Ms. Sund testified on the first day of the hearing that she never received an August 22nd letter warning her about subletting. The letter was anonymously signed, "The Management." And why didn't Stewart, who said he wrote the letter, testify that *he* posted and mailed it? (KR note 48.) Also, given the weight Respondent places on that letter, why didn't its private investigator interview Mr. Stewart about the details it contained? Why wasn't a declaration from Mr. Stewart presented, at least by the second day of the hearing, five days later?

V. The Residential Rental Adjustment Program and Appeals Board Are Authorized Under Costa-Hawkins to Regulate or Monitor the Grounds for Eviction.

In August 1995, California enacted Civil Code sections 1954.50 through 1954.535, the Costa-Hawkins Rental Housing Act (Costa-Hawkins), which established "what is known among landlord-tenant specialists as 'vacancy decontrol,' declaring that '[n]otwithstanding any other provision of law,' all residential landlords may, except in specified situations, 'establish the initial rental rate for a dwelling or unit.'" (*DeZerega v. Meggs* (2000) 83 Cal. App. 4th 28, 41, 99 Cal. Rptr. 2d 366; see Civ.Code § 1954.53, subd. (a).) The effect of this provision was to permit landlords "to impose whatever rent they choose at the commencement of a tenancy." (*Cobb v. San Francisco Residential Rent Stabilization and Arbitration Bd.* (2002) 98 Cal.App.4th 345, 351, 119 Cal. Rptr. 2d 741.) However, the Legislature was well aware, however, that such vacancy decontrol gave landlords an incentive to evict tenants that were paying rents below market rates. (*Bullard v. San Francisco Residential Rent Stabilization Bd.* (2003) 106 Cal. App. 4th 488, 492, 130 Cal. Rptr. 2d 819). Accordingly, the Costa Hawkins statute expressly preserved the authority of local governments "to regulate or monitor the grounds for eviction." (Civ.Code § 1954.53, subd. (e).)

A. The Evidence Establishes a Case of Constructive Eviction.

The evidence here establishes a constructive eviction of Ms. Sund because the rent increase Respondent sought meant that Ms. Sund would no longer be able to reside in her unit. She testified she cannot afford a more than doubling of her rent. The rent board cannot meaningfully monitor or regulate the grounds of this eviction without examining the reasons for

it. Petitioner contends that the reason was her request that her boyfriend and baby's father, and later their child, be able to reside in her unit.

Ms. Sund had a right to have the father of her expected child and their daughter move in with her. This right accrued when she notified the landlord of as much. It was improper and offensive for the landlord to insist that Ms. Sund had to wait to "revisit this issue down the road," and it violated her rights. Further, her immediate subsequent phone calls to do just that were ignored by the landlord, until the landlord served her with the Notice of Change of Terms-Rent Increase.

It is illegal to discriminate in housing based on pregnancy or family status, under both state (FEHA, DFEH) and federal (FHA, HUD) law and agency regulations. The landlord cannot impose conditions on Petitioner's exercise of that right. That Respondent ignored the phone calls Petitioner made in an effort to exercise that right was unreasonable—especially after it had stated that it would consider her request, i.e., that it would "revisit this issue". The landlord never responded except by way of a notice of rent increase. This was despite the fact that it had already independently verified that Petitioner was pregnant and who the father was. (KR note 53.) Respondent never asked for any additional information. This evidence establishes an attempted illegal eviction.

B. The Evidence Establishes a Case of Retaliation.

It was within days of Petitioner's request that the Respondent served her with a notice of rent increase. That this occurred within days after Petitioner sought to exercise certain rights provided to her by law. This is undeniable. The *only* response or communication Petitioner *ever* received after seeking to exercise these rights was the notice of rent increase. This was retaliation. Therefore, the rent increase being sought is impermissible.

C. The City of Oakland's Prohibition Against Discrimination and Harassment, as Embodied in OMC Chapter 8.22, Provided the Hearing Officer With the Authority to Consider the Evident Discrimination and Harassment in This Case.

The laws of the State of California and the Housing Element of the General Plan of the City of Oakland prohibit arbitrary discrimination by landlords." (OMC § 8.22.300.) Basic fairness requires that a landlord must not terminate the tenancy of a residential tenant without

good, just, non-arbitrary, non-discriminatory reasons. (*Ibid.*) The rising market demand for rental housing in Oakland creates an incentive for some landlords to engage in harassing behavior, including:

[R]epeated acts or omissions of such significance as to substantially interfere with or disturb the comfort, repose, peace or quiet of any person lawfully entitled to occupancy of such dwelling unit and that cause, are likely to cause, or are intended to cause any person lawfully entitled to occupancy of a dwelling unit to vacate such dwelling unit or to surrender or waive any rights in relation to such occupancy

(See OMC § 8.22.610E, .8.22.640A(15).)

In other short, the purposes of Chapter 8.22 plainly include preventing discrimination and harassment. It is *impossible* to fulfill these purposes without considering evidence of either discrimination or of harassment when there is such evidence. Yet, the hearing officer made it clear during the initial May 30 hearing in this matter that she would not consider evidence of discrimination. Petitioner did not seek to have this evidence considered for the purpose of monetary damages or other affirmative relief. It was offered as a defense to the respondent's attempt to increase her rent [and to thereby effectively evict her]. The hearing officer's refusal to consider this evidence was error.

VII. Petitioner's Unit Is Not Exempt Under Costa Hawkins Since the Vacancy De-Control is Inapplicable Here.

The effect of section 1954.53, subdivision (a)⁵ of Costa-Hawkins is to permit landlords "to impose whatever rent they choose at the commencement of a tenancy." (See *Cobb v. San Francisco Residential Rent Stabilization and Arbitration Bd.* (2002) 98 Cal. App. 4th 345, 351.) Section 1954.53, subdivision (d)(2) further provides,

⁵Subdivision (a) in relevant part provides that an owner of residential real property may establish the initial rental rate for a dwelling or unit.

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 [emphasis added].

That Ms. Sund is the original occupant in lawful possession of the subject unit is in uncontested. There is no claim that at any time she notified the owner any intent to vacate or terminate her tenancy.⁶ The dispute here revolves whether or not Ms. Sund has continued to permanently reside in her unit.

The word "permanently" is undefined in Costa-Hawkins *except* with reference to subletting and assignment. (See *ibid*; see also §1954.51.) Yet, implicit in the statutory language is that a rent increase is unwarranted absent the creation of a new tenancy. (See § 1954.53 subd. (a) & (d)(2).)

Here, there was no new tenancy: Contrary to the owner's theory of this case and the hearing officer's decision, there is no substantial or admissible evidence that Ms. Sund sublet or assigned the unit at any time since the inception of her tenancy in July, 2008. For the above reasons, subdivision (d)(2) is inapplicable.

/ / /

Submitted 1/24/19
Paul Kranz
Paul Kranz,
Esq

⁶ Indeed, as she testified on May 30th and as was earlier stated, she continues to retain personal possessions at 633 Alma Street, receive certain items of mail there, use the shower, occasionally eat, take care of her plants, and so forth.

Attachment 1

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM

**Notice Of Errata and Amended Submission In Support
Of Appeal of Hearing Officer's Decision**

CASE No. T18-0018

JESSICA SUND,
Petitioner and Tenant

v.

**VERNON STREET APARTMENTS, LP, AKA FLYNN FAMILY HOLDINGS,
LLC.,**
Owner and Respondent.

LAW OFFICES OF PAUL L. KRANZ
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ATTORNEYS FOR PETITIONER
JESSICA SUND

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RENT ARBITRATION PROGRAM
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NOTICE OF ERRATA

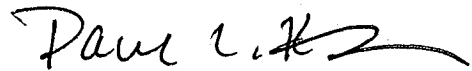
Petitioner submits this Notice of Errata and the attached amended submission in support of her appeal in case no. T18-0018. The attached submission is substantially the same as her submission filed on January 24, 2019, and primarily differs from the submission filed on January 24, 2019 by containing certain format changes, correction of typographical errors, and the inclusion of certain limited additional portions of the testimony at the subject hearing.

For the following reasons, Petitioner also asserts that this submission should be considered and that it should not be considered late. First, as stated in and evidenced by Petitioner's previous filings, the hearing officer's decision was not served by mail until December 26, 2018, as evidenced by the postmarks on the envelopes in which the hearing officer's decision was mailed and received by both Petitioner and her attorney. An appellant is permitted 35 days from the date of mail service to file a notice of appeal and any submissions in support of the appeal (20 days to file the notice of appeal and 15 days thereafter to file submissions). Thirty five days from the date the decision was mailed is January 30, 2019. Therefore, this submission should be considered timely. Second, Petitioner's attorney Paul L. Kranz has been out of his office and out of state because of the recent very serious illness of an immediate family member. For this reason, he was out of his office, from December 21, 2018 to January 6, 2019 and again from January 21, 2019 to January 25, 2019. Therefore, Petitioner's attorney's very limited availability during this period when the appeal had to be prepared and finalized constitutes good cause to permit this amended submission.

Dated: January 28, 2019

Respectfully submitted,

By:



Paul L. Kranz

000181

Petitioner Jessica Sund appeals from the decision of Hearing Officer Maimoona Sah Ahmad. Petitioner notes for the record that her petition was filed on November 29, 2018. The hearing commenced six months later, on May 30, 2018, and concluded on June 4, 2018. The decision did not issue for more than six months, on December 20, 2018. According to the proof of service attached to it, it was mailed on December 20, 2018, but the envelopes in which it was contained were postmarked December 26, 2018.

Petitioner also notes for the record that the attachments hereto (other than the attachments which are excerpts from the witnesses' testimony on May 30th and June 4th, 2018) were submitted at the hearing, either by her counsel or Respondent's counsel or both, but have been renumbered for expediency's sake. As for witnesses' testimony, they are marked according to where each excerpt begins and ends in the audio recordings of each day of testimony.

INTRODUCTION

Petitioner Jessica Sund brought the petition because, within days of notifying her landlord that she was pregnant and that her boyfriend and father of her child would begin to stay with her in her apartment, her landlord served her with notice that her rent was being more than doubled. Unable to pay the increased rent, and after consulting with an attorney, she filed this petition and then began to stay in her boyfriend's residence.

Because Ms. Sund's newborn daughter had serious health conditions requiring 24-hour monitoring, it was necessary for her and the baby's father's to live together; moreover, the necessity for monitoring was ongoing. It was absolutely unreasonable for Ms. Sund to consider residing in her apartment under these conditions. Ms. Sund testified on the first day of the hearing that she did and does not know whether the relationship with her daughter's father would be permanent. For this reason, staying with at her boyfriend's home with their child has been intended as "temporary".

The landlord did not present any evidence to contradict these facts. Instead, the landlord contrived the story that Ms. Sund was residing with her boyfriend because she was subletting her unit in order to take advantage of its below-market rent and make a profit. But the landlord did not present an iota of credible and competent evidence to support its claim. With the exception

Of a single claimed sighting by the landlord's "asset manager"—who claimed he once saw a tall, blonde couple speaking German exiting her unit with a luggage—the landlord had no other evidence to support subletting. Indeed, the hearing officer's decision relies heavily on this purported sighting by the asset manager, Lucky Stewart. But Mr. Stewart also testified that this alleged one-time sighting was not the cause of the attempted rent increase. He said it was later sightings, observed by property managers, but who he never identified, and by certain tenants, none of whom testified at the hearing. Nonetheless, the tenants reported nobody coming and going from Ms. Sund's unit, according to testimony of the landlord's private investigator, based on having interviewed them. And the only property manager who did testify—the landlord's own 24/7 on site property manager—stated that she *never* saw any other persons using Ms. Sund's unit and knew of no evidence of subletting. Finally, the private investigator, who the landlord (and the hearing officer) characterized as a qualified "expert" on such matters, opined that Ms. Sund was *not* subletting; i.e., that there was not evidence to support his client's contention.

In light of the evidence, that the hearing officer could find that Ms. Sund's pregnancy, and her request for her baby and her baby's father to be able to stay in her unit, was "merely a ruse to allow her to continue renting¹ out her unit to short-term rentals for her own financial advantage," is simply incredulous..

STATEMENT OF FACTS

Jessica Sund is a 41-year old single woman. She has lived at the subject premises, 663 Alma Street #5, since 2008. She has worked as an elementary and middle school science teacher, and is currently earning a graduate degree in water resource management. On Friday, August 24, 2017, she notified her landlord by written email that she was expecting a baby in October and that her boyfriend and father of her expected newborn, as well as the newborn, would be staying in her unit. (See Attachment 1; Attachment 5 at 1.) In a letter dated August 28, 2017, which Ms. Sund actually received about a week later (it was postmarked September 7), property manager Thomas Preston rejected her request because it had been "couched as a "demand". (See

¹The landlord's "asset manager", Lucky Stewart, testified that the [alleged] subletting stopped shortly after Ms. Sund received the rent increase notice in early September, 2017

Attachment 2.) Per Mr. Preston, any request had to be made “well in advance of the requested move-in date, and thereafter providing necessary information and documentation to management.” (*Ibid.*) On the same day Ms. Sund made her request, and on the following day, August 29, 2017, Ms. Sund called Preston three times to further discuss her request. (See Attachment 5 at 1–2; Attachment 1.) Neither Preston nor anyone else responded on behalf of the landlord; Preston did not return her phone messages; and, he did not respond by email or by letter. (See *ibid.*) Instead, the very next communication Ms. Sund received from the landlord was on or about September 6, 2017, when the landlord personally served Ms. Sund with a Notice of Change Terms of Tenancy-Rent Increase Notice [Costa-Hawkins], increasing her rent from \$908.67 to \$2,095, and stating that “Jessica Maggie Sund no longer resides at the Premises and that all current occupants are subsequent occupants and subleases” (See Attachment 3; Attachment 5 at 3.) In fact, there were no other current or subsequent occupants and subleases at the subject premises and Ms. Sund still resided there by herself (See Attachment 5 at 2.)

Ms. Sund’s reaction to the rent increase was “fear” because she could not afford more than twice the rent and was about to have a baby. (See Attachment 5 at 4.) Around that time, she began staying with her boyfriend. (See Attachment 5 at 7, 11–12.) She believed that if she continued to stay at the subject premises, including with her boyfriend and then her baby, she would have to pay the increased rent, and she needed the support of her boyfriend, the father of her expected newborn. (See Attachment 5 at 4, 6, 7.) Ms. Sund was 41 years old and this was going to be her first child. She retained counsel and the subject petition was filed.

Ms. Sund also continued to stay with her boyfriend after the baby was born because of medical issues the baby suffered that required 24-hour monitoring. (See Attachment 5 at 4–6.) These were serious medical problems; potentially life-threatening for her newborn daughter. (See *id.* at 6.)

The Hearing Officer’s Decision and Findings

The hearing officer’s decision relies on testimony from the landlord’s “asset manager” Lucky Stewart stating that the subject property was acquired by his employer in June 2017; that shortly thereafter, he received reports from tenants that Ms. Sund was subletting and that there

were strangers with keys to her unit and that Ms. Sund was no longer there²; that he personally observed a tall blond couple with luggage coming out of the unit speaking a foreign language, who ignored him when he tried to speak to them³; and that, based on this information, he had attorney conduct an investigation involving LexisNexis, which identified a second address (the California Street address) "linked to" Ms. Sund and which prompted his attorney to say, "Yeah, she's no longer living there."⁴ He also testified this led him to conduct an internet search in which he located a baby registry connected to Ms. Sund and her boyfriend, Cory Hamrich⁵; and that he also located on-line "couchsurfing[.com]" listings "from them renting out apartments in, under her or Cory's name."⁶ And that, based on this information, he issued a letter dated August 22, 2017, warning Ms. Sund not to sublet.

The August 22 warning letter, signed "The Management," stated that property managers had noticed and received complaints of an "overwhelming amount of random visitors coming and going from [her] unit, and with keys to the unit." (See Attachment 4.) Ms. Sund testified that she never received the letter. (See Attachment 5 at 10.) With the exception of Lucky Stewart's testimony that he had personally observed what he believed to be an "international" couple (tall, blonder, speaking a foreign language), nothing else he testified to was supported by admissible evidence. There was no evidence of any internet search conducted by him or by the landlord's attorney; no evidence of "managers" noticing any suspected sublessees⁷; no evidence of an "overwhelming amount of random visitors." (See Attachments 6-8, inclusive.) As for the

²See Attachment 6 at 1-2

³See Attachment 6 at 2, 15

⁴See Attachment 6 at 2-3

⁵See Attachment 6 at 3, 24,

⁶See Attachment 6 at 3; see also *id.* at 10-11, 7-8

⁷Lucky Stewart was the only "manager" who claimed to have seen any potential sublessees, and he only claimed to have seen on one occasion the German or "international" couple. Moreover, the landlord called the on-site property manager, who testified that she is on site about "24/7", and had never seen *any* such sublessees connected to Ms. Sund's unit.

"couchsurfing"⁸ posts (unsupported by any evidence), Stewart later changed his testimony, saying that he didn't recall or see any reference to any specific address. (See Attachment 6 at 9–10.) He also changed his testimony and said that he did not couchsurfing listing pertaining to Ms. Sund. (See Attachment 6 at 7–8.) The couchsurfing testimony was also hearsay.

Stewart characterized the August 22nd letter, sent after his claimed "international" couple sighting, as a "warning". (See Attachment 6 at 4, 7.) Stewart went on to explain, "Then when we saw that it [subletting] was still continuing, and it was observed that there were still people coming and going and not the tenant, we resorted to serving the Costa-Hawkins [rent increase]." (See *id.* at 4.) Not only were there no documents or declarations or notes to support *any* subletting (persons "coming and going" from Ms. Sund's unit) after August 22 or at *any* time, but there were *no firsthand accounts whatsoever of any person(s) coming and going*, other than the "international" couple Mr. Stewart claimed he'd seen. (See Attachments 6–8.) The only property manager who testified—the landlord's 24/7 on-site property manager Ursula Morales—stated that *she never saw anyone coming and going from Ms. Sund's unit, either*. (See Attachment 7 at 7.) Yet, the lack of evidence of anybody coming and going is nowhere cited or acknowledge in the hearing officer's decision.

Also, after initially testifying that she'd been informed of "strangers coming in and out of" Ms. Sund's unit, Ms. Morales later testified that she'd received just *one* such complaint from a single tenant, in around November or December 2017. (See Attachment 7, inclusive.) The complaining tenant had reported "smoke and noise," apparently attributed to Ms. Sund's unit. (See *id.* at 2.) When Ms. Morales went downstairs to investigate, she found "nothing out of the ordinary" and just some TV noise. (See Attachment *id* at 3.) The purported complaint was also inadmissible; plainly hearsay. Although Morales testified that this complaint was sent to her by email (See *id* at p. 5), no email was offered as evidence. And on cross-examination, Morales testified that the complaint was "more about" noise than anything else. (See Attachment 7 at 6.) Finally, when asked by the hearing officer if the extent of the complaint was limited to smoke

⁸A couchsurfing profile for Cory Hamrich remains available at <https://www.couchsurfing.com/people/coryhamrick>. It indicates Mr. Hamrick has not even logged into his account for about three years; i.e., since around 2016.

and noise, Ms. Morales replied, "M-hm" (See *id.* at 7.). However, none of these obvious inconsistencies or lapses in testimony are cited or acknowledged in the hearing officer's decision.

Thus, the evidence demonstrated that between the time that the August 22 "warning" letter was purportedly sent and September 6, when the Costa-Hawkins rent increase notice issued, *nothing new had happened— except that, on August 24th, the owner was notified by Ms. Sund that she was pregnant, and that Mr. Hamrick, the baby's father, would be moving in.*

It should also be noted that the decision incorrectly quotes the landlord's responsive letter dated August 28th as stating that the landlord was agreeable to Ms. Sund's boyfriend and then later their child staying in Ms. Sund's unit: The decision quotes from the letter as follows "[I]f [you] had made a reasonable and proper request well in advance of the move-in date, instead of unilaterally stating that [your] boyfriend was moving in, the landlord *would have been* amendable to accommodating [your] request...and...if the [you wish] to revisit this issue down the road in a more appropriate fashion, then management may be more receptive". (Emphasis added.) The letter does not say that. (See Attachment 4.) It says that the landlord is *typically* "amenable" and that "down the road...management *may be* more receptive" [emphasis added]. Hardly reassuring to a soon-to-be new mother expecting a baby in the 4–6 weeks, whose phone calls and texts to further discuss the issue are ignored, and who then receives a rent increase she cannot afford.

There were also surveillance cameras at the property. According to Stewart's testimony, at the time of the hearing there were about five cameras total. (See Attachment 6 at 18.) These included a camera at the back of the first floor, where Ms. Sund's unit is located. (See *ibid.*) There were also multiple cameras in front of the building. (See *ibid.*) Mr. Stewart testified that he never checked any cameras for recordings of people coming in and out of Ms. Sund's apartment. (See Attachment 6 at 20–21.) When asked why, his incredible answer was, "If I thought it ["whether she's subletting"] was an important issue, I would have presented the footage. We didn't produce the footage.." (See *id.* at 21.) Yet, the decision contains *no reference to the landlord's failure to produce any footage, despite the fact that there were multiple recording cameras on the property.*

Apart from the hearing officer's misplaced reliance on Mr. Stewart's testimony, she also

relied on the testimony of Don MacRitchie, a private investigator hired by the owner. The hearing officer's summary of this testimony concludes, "MacRitchie opined that a preponderance of the evidence supports a conclusion that Ms. Sund's permanent place of residence is not the subject property . . . [.]"⁴ (See Hearing Decision ("Decision") at 6.)

"Permanent place of residence" in the context of Costa-Hawkins is a legal issue, and an expert is prohibited from testifying as to a legal conclusion. "There are limits to expert testimony, not the least of which is the prohibition against admission of an expert's opinion on a question of law. (*Ferreira v. Workmen's Comp. Appeals Bd.* (1974) 38 Cal.App.3d 120; *Summers v. A.L. Gilbert Co.* (1999) Cal. App. 4th 1155, 1178.)

More importantly, the landlord's expert, MacRitchie—after testifying that he'd conducted extensive data-base searches in the course of investigating Ms. Sund's status— testified that he was unable to identify a single individual who'd ever sublet Ms. Sund's unit. (See Attachment 8 at 1.) And he stated that *he had not been able to find any evidence that Ms. Sund was subletting.* (See Attachment 8, inclusive.) *Therefore, his opinion was Ms. Sund was not subletting.* Once again, reference to this testimony is omitted from the decision.

Further, after the first day of testimony, at which he was present throughout, MacRitchie was asked to interview four tenants from the subject premises. (The first day of testimony was Friday, May 30th; the second was June 4th.) He did so. And none of them had knowledge of any other persons associated with Ms. Sund's unit, according to his testimony as follows:

MR. KRANZ: DID ANY OF THEM TELL YOU THAT PERSONS OTHER THAN MS. SUND WERE STAYING THERE?

MACRITCHIE: THEY DIDN'T, THEY THOUGHT IT POSSIBLE.

MR. KRANZ: OKAY. AND WHICH PERSONS TOLD YOU THEY THOUGHT IT POSSIBLE?

MACRITCHIE: ALL DIDN'T HAVE DEFINITE KNOWLEDGE, AND THEY ALL WERE AWARE THAT THERE WERE PEOPLE THAT WERE IN THE BUILDING THAT WEREN'T ASSOCIATED WITH APARTMENTS, AND THEY DIDN'T KNOW FOR

⁴This opinion was offered in Mr. MacRitchie's investigative report on Ms. Sund, rather than during testimony.

CERTAIN WHAT APARTMENT THEY WERE ASSOCIATED WITH. SO THEY THOUGHT THEY WERE SOME TYPE OF SUBTENANTS, BUT THEY COULD NOT DEFINITELY ASSOCIATE WITH MS. SUND'S APARTMENT.

MR. KRANZ: AND DID YOU ASK THEM FOR — IF THEY HAD ANY INFORMATION ABOUT THESE ALLEGED SUBTENANTS ?

MACRITCHIE: YES.

MR. KRANZ: AND WHAT DID THEY TELL YOU ?

MACRITCHIE: WHAT I JUST TOLD YOU.

(See *id.* at 1.)

ARGUMENT

I. There Was Not Substantial Evidence To Support the Decision.

Substantial evidence means more than a mere scintilla; it means such relevant evidence as a reasonable mind might accept as adequate to support a conclusion. (See *Richardson v. Perales* (1971) 402 U.S. 389, 401; *Gebhart v. SEC*, 595 F.3d 1034, 1043 (9th Cir. 2010); *Howard ex rel. Wolff v. Barnhart* (Howard) (9th Cir. 2003) 341 F. 3d 1006, 1011.) The records as a whole must be considered, weighing both the evidence that supports and the evidence that detracts from the agency's decision. (See *Mayes v. Massanari* (9th Cir. 2001) 276 F.3d 453, 459; see also *Int'l Union of Painter & Allied Trades v. J & R Flooring, Inc.* (9th Cir. 2011) 656 F.3d 860, 865; *Hawaii Stevedores, Inc. v. Ogawa*, (9th Cir. 2010) 608 F.3d 642, 652 ("The ALJ is expected to consider the record as a whole, including all witness testimony and each medical report, before entering findings"). The court must affirm where there is such relevant evidence as reasonable minds might accept as adequate to support a conclusion, even if it is possible to draw contrary conclusions from the evidence. (See *Howard*, *supra*, at 1011.)

When the record as a whole is reviewed in this case, reasonable minds cannot find that there was adequate evidence to support the conclusions of the hearing officer. Reasonable minds could not differ as to whether the conclusions drawn by the hearing officer were justified by the evidence. Therefore, the decision was not supported by substantial evidence.

II. The Decision Constitutes An Abuse of Discretion.

An abuse of discretion is a plain error, discretion exercised to an end not justified by the

evidence, a judgment that is clearly against the logic and effect of the facts as are found. (*Rabkin v. Oregon Health Sciences Univ.* (9th Cir. 2003) 350 F.3d 967, 977; *In re Korean Air Lines Co., Ltd.* (9th Cir. 2011) 642 F.3d 685, 698 n.11.)

Under the abuse of discretion standard, a reviewing court cannot reverse absent a definite and firm conviction that the district court committed a clear error of judgment in the conclusion it reached upon a weighing of relevant factors. (See *McCullough v. Johnson, Rodenburg & Lauinger, LLC* (9th Cir. 2011) 637 F.3d 939, 953; *Valdivia v. Schwarzenegger* (9th Cir. 2010) 599 F.3d 984, 988 (citing *SEC v. Coldicutt* (9th Cir. 2001) 258 F.3d 939, 941).

The hearing officer's exercise of discretion reflects judgement that was clearly against the logic and effect of the facts. The selective use of evidence, the mischaracterizations and misstatements of other of evidence, and the plain lack of objectivity, as evinced by the decision, demonstrates a judgement inconsistent with logic and the facts. The decision consistently relied on evidence that was inadmissible, while at the same entirely ignoring other material; evidence, much of which was submitted on behalf of the Respondent.

The decision thus reflects an abuse of discretion, demonstrates a lack of objectivity and a prejudice towards Petitioner.

III. In Disregard of the Evidence, the Hearing Officer Arrived at the Unwarranted Conclusion That "The Petitioner's Testimony that She Temporarily Moved from the Alma Street Address to the California Street Address in October of 2017, After Her Request to Have Her Boyfriend Move Into Her Unit Was Denied, is Simply Not Credible"

This conclusion was at best misguided, as was her ancillary conclusion, "It is implausible that the petitioner's boyfriend, Cory Hamrick, would leave his two-bedroom house, that he owns and claims a homestead exemption for, to move into the Ms. Sund's one-bedroom apartment." (See Decision (Statement of Facts and Conclusions) at p. 7.)

Ms. Sund testified that she and her boyfriend had been together just two years; that they were not married; that she did not know if the relationship would be permanent. (See Attachment 5 at 13.) For these reasons, she was not certain about where she would live. She also testified that her baby was born with and still suffered from a serious, even potentially life-threatening condition that required around-the-clock monitoring, a circumstance that required her

to live with her boyfriend. (See Attachment 5 at 5.) This evidence was, further, undisputed.

The phenomena of single women choosing to have children is commonplace in our society, and hardly novel. This is reflected in, for example, the fact that it is now illegal to discriminate based on marital or familial status. In addition, the phenomena of children splitting their time between parents who live in different locations is ubiquitous in our society. Therefore, the hearing officer's above conclusions are unsupported by evidence, are tone-deaf to contemporary realities, and are inconsistent with the evidence that was submitted. Each conclusion was altogether unwarranted.

IV. Under CACI No. 203, The "Evidence" Respondent's Submitted and Cited in the Decision Deserved To Be Viewed With Distrust and Rejected.

California Civil Jury Instruction (CACI) No. 203, entitled *Party Having Power to Produce Better Evidence*, provides as follows:

You may consider the ability of each party to provide evidence. If a party provided weaker evidence when it could have provided stronger evidence, you may distrust the weaker evidence.

Examples of Respondent's failures to provide stronger evidence when it could have produced stronger evidence are numerous and have been recounted above. They included, but are not limited to, Respondent's failure to produce employee witnesses claimed to have relevant information; its failure to produce documents, video footage, etc. Indeed, testimony from Respondent's *own* witnesses was sufficient to defeat, and should have defeated, its claims. Respondent called three witnesses. Each offered significant evidence contradicting or inconsistent with Respondent's claims. Some examples are:

Respondent's asset manager testified that the sighting of the "international" couple was *not* itself the cause of the rent increase. Respondent's 24/7 on-site property manager testified that she never saw a possible a sublessee and in effect had no evidence that Respondent ever sublet. And Respondent's private investigator, who Respondent and the hearing officer insisted was an expert, could not find any evidence of subletting.

Also, Respondent offered no explanation for why it never responded to the emails and phone calls Ms. Sund made to discuss her boyfriend and their baby staying in her unit.

Moreover, Respondent never explained why its August 28th letter stated that it would be "amenable" to considering Ms. Sund's request when it allegedly already believed that she was subletting and was allegedly already investigating as much. Either the August 28th letter was disingenuous, or the landlord did not believe that Petitioner was subletting—if not *both*.

Ms. Sund testified on the first day of the hearing that she never received an August 22nd letter warning her about subletting. The letter was anonymously signed, "The Management." And why didn't Stewart, who said he wrote the letter, testify that *he* posted and mailed it? (See Attachment 5 at 3.) Also, given the weight Respondent places on that letter, why didn't its private investigator interview Mr. Stewart about the details it contained? Why wasn't a declaration from Mr. Stewart presented, at least by the second day of the hearing, five days later?

V. The Residential Rental Adjustment Program and Appeals Board Are Authorized Under Costa-Hawkins to Regulate or Monitor the Grounds for Eviction.

In August 1995, California enacted Civil Code sections 1954.50 through 1954.535, the Costa-Hawkins Rental Housing Act (Costa-Hawkins), which established "what is known among landlord-tenant specialists as 'vacancy decontrol,' declaring that '[n]otwithstanding any other provision of law,' all residential landlords may, except in specified situations, 'establish the initial rental rate for a dwelling or unit.'" (*DeZerega v. Meggs* (2000) 83 Cal. App. 4th 28, 41; Civ.Code § 1954.53, subd. (a).) The effect of this provision was to permit landlords "to impose whatever rent they choose at the commencement of a tenancy." (*Cobb v. San Francisco Residential Rent Stabilization and Arbitration Bd.* (2002) 98 Cal.App.4th 345, 351.) However, the Legislature was well aware that such vacancy decontrol gave landlords an incentive to evict tenants that were paying rents below market rates. (*Bullard v. San Francisco Residential Rent Stabilization Bd.* (2003) 106 Cal. App. 4th 488, 492). Accordingly, the Costa Hawkins statute expressly preserved the authority of local governments "to regulate or monitor the grounds for eviction." (Civ.Code § 1954.53, subd. (e).)

A. The Evidence Establishes a Case of Constructive Eviction.

The evidence here establishes a constructive eviction of Ms. Sund because the rent increase Respondent sought meant that Ms. Sund would no longer be able to reside in her unit.

She testified she cannot afford a more than doubling of her rent. The Rent Board cannot meaningfully monitor or regulate the grounds of this eviction without examining the reasons for it. Petitioner contends that the reason was her request that her boyfriend and baby's father, and later their child, be able to reside in her unit.

Ms. Sund had a right to have the father of her expected child and their daughter move in with her. This right accrued when she notified the landlord of as much. It was improper and offensive for the landlord to insist that Ms. Sund had to wait to "revisit this issue down the road," and it violated her rights. Further, her immediate subsequent phone calls to do just that were ignored by the landlord, until the landlord served her with the Notice of Change of Terms-Rent Increase.

It is illegal to discriminate in housing based on pregnancy or family status, under both state (FEHA, DFEH) and federal (FHA, HUD) law and agency regulations. The landlord cannot impose conditions on Petitioner's exercise of that right. That Respondent ignored the phone calls Petitioner made in an effort to exercise that right was unreasonable—especially after it had stated that it would consider her request, i.e., that it would "revisit this issue". The landlord never responded except by way of a notice of rent increase. This was despite the fact that it had already independently verified that Petitioner was pregnant and who the father was. (See Attachment 5 at 6.) Respondent never asked for any additional information. This evidence establishes an attempted illegal eviction.

B. The Evidence Establishes a Case of Retaliation.

It was within days of Petitioner's request that the Respondent served her with a notice of rent increase. That this occurred within days after Petitioner sought to exercise certain rights provided to her by law. This is undeniable. The *only* response or communication Petitioner *ever* received after seeking to exercise these rights was the notice of rent increase. This was retaliation. Therefore, the rent increase being sought is impermissible.

C. The City of Oakland's Prohibition Against Discrimination and Harassment, as Embodied in OMC Chapter 8.22, Provided the Hearing Officer With the Authority to Consider the Evident Discrimination and Harassment in This Case.

The laws of the State of California and the Housing Element of the General Plan of the City of Oakland prohibit arbitrary discrimination by landlords." (OMC § 8.22.300.) Basic fairness requires that a landlord must not terminate the tenancy of a residential tenant without good, just, non-arbitrary, non-discriminatory reasons. (*Ibid.*) The rising market demand for rental housing in Oakland creates an incentive for some landlords to engage in harassing behavior, including:

[R]epeated acts or omissions of such significance as to substantially interfere with or disturb the comfort, repose, peace or quiet of any person lawfully entitled to occupancy of such dwelling unit and that cause, are likely to cause, or are intended to cause any person lawfully entitled to occupancy of a dwelling unit to vacate such dwelling unit or to surrender or waive any rights in relation to such occupancy

(See OMC § 8.22.610E, .8.22.640A(15).)

In sum, the purposes of Chapter 8.22 plainly include preventing discrimination and harassment. It is *impossible* to fulfill these purposes without considering evidence of either discrimination or of harassment when there is such evidence. Yet, the hearing officer made it clear during the initial May 30 hearing in this matter that she would not consider evidence of discrimination. Petitioner did not seek to have this evidence considered for the purpose of monetary damages or other affirmative relief. It was offered as a defense to the respondent's attempt to increase her rent and to thereby effectively evict her. The hearing officer's refusal to consider this evidence was error.

VII. Petitioner's Unit Is Not Exempt Under Costa Hawkins Since the Vacancy De-Control is Inapplicable Here.

The effect of section 1954.53, subdivision (a)⁵ of Costa-Hawkins is to permit landlords

⁵Subdivision (a) in relevant part provides that an owner of residential real property may establish the initial rental rate for a dwelling or unit.

"to impose whatever rent they choose at the commencement of a tenancy." (See *Cobb v. San Francisco Residential Rent Stabilization and Arbitration Bd.* (2002) 98 Cal. App. 4th 345, 351.)

Section 1954.53, subdivision (d)(2) further provides,

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* [emphasis added].

That Ms. Sund is the original occupant in lawful possession of the subject unit is in uncontested. There is no claim that at any time she notified the owner any intent to vacate or terminate her tenancy.⁶ The dispute here revolves whether or not Ms. Sund has continued to permanently reside in her unit.

The word "permanently" is undefined in Costa-Hawkins *except* with reference to subletting and assignment. (See *ibid*; see also §1954.51.) Yet, implicit in the statutory language is that a rent increase is unwarranted absent the creation of a new tenancy. (See § 1954.53 subd. (a) & (d)(2).)

Here, there was no new tenancy: Contrary to the owner's theory of this case and the hearing officer's decision, there is no substantial or admissible evidence that Ms. Sund sublet or assigned the unit at any time since the inception of her tenancy in July, 2008. For the above reasons, subdivision (d)(2) is inapplicable.

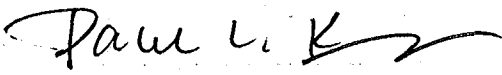
CONCLUSION

For the foregoing reasons, this appeal should be granted.

Dated: January 28, 2019

Respectfully submitted,

LAW OFFICES OF PAUL L. KRANZ

By: 
Paul L. Kranz

⁶ Indeed, as she testified on May 30th and as was earlier stated, she continues to retain personal possessions at 633 Alma Street, receive certain items of mail there, use the shower, occasionally eat, take care of her plants, and so forth.

PROOF OF SERVICE

(Case Number T18-0018)

I, the undersigned, certify and attest as follows:

I am over the age of eighteen years and am not a party to the cause within. My business address is 639 San Gabriel Avenue, Albany, California 94706.

On January 29, 2019, I caused the within:

**NOTICE OF ERRATA AND AMENDED SUBMISSION IN SUPPORT
OF APPEAL OF HEARING OFFICER'S DECISION**

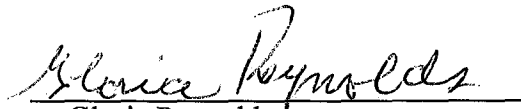
to be served by first class mail, postage prepaid, on Respondent's representatives. addressed as follows:

c/o Russell B. Flynn
Vernon Street Apartments, LP, aka Flynn Family Holdings, LLC
1717 Powell Street # 300
San Francisco, California 94133

Gregory McConnell
The McConnell Group
300 Frank Ogawa Plaza Suite # 460
Oakland , California

Executed Albany, California on January 29, 2019.

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


Gloria Reynolds

Attachment 1



Jessica Sand <jessasand@gmail.com>

Update

1 message

Thu, Aug 24, 2017 at 10:10 AM

J. Sand <jessasand@gmail.com>
To: 833alma@gmail.com

August 24, 2017

Jessica Sand
633 Alma Ave. #6
Oakland, CA 94610
jessasand@gmail.com

Thomas Preston, Property Supervisor
Alma Apartments, LP
633 Alma Ave.
Oakland, CA 94610
(510) 775-1681
t.preston@gmail.com

Dear Mr. Preston,

Please accept this email as written notice that my significant other will be moving into my apartment at 633 Alma Ave. #6, Oakland, CA 94610 this weekend, on August 25th or 26th, 2017. Also, I am pregnant and my baby is expected in October 2017. I am sending this email to you because I do not have a mailing address for you.

Thank you.

Sincerely,
Jessica Sand
(510) 205-8436

8/24/17 T. Preston sent email (above) no reply

8/28/17 T. Preston left vmessage to: did you receive email sent 8/24/17? no reply

8/29/17 T. Preston left vmessage " no reply

Alma Apartments LP

633 Alma
Oakland, CA

Jessica Sund
633 Alma # 5
Oakland, Ca

August 25, 2017

RE: 633 Alma #5 demand.

Dear Ms. Sund:

Thank you for your email and voicemail.

The fundamental problem with your "request" is that it has been couched as a demand. As you know, the operative lease has a "no subletting/no assignment" clause and a "use/occupancy" provision. Nevertheless, this landlord is typically amenable to accommodate tenants who, in good faith, approach the landlord with a particular need which may justify a relaxation or suspension of a lease covenant. However, you did everything but make a reasonable and proper request. Rather, instead of making a request well in advance of the requested move-in date, and thereafter providing necessary information and documentation to management, you unilaterally stated that your significant other will be moving in the next day.

Please be advised that if he does move in, or has already moved in, your lease and tenancy will be terminated for unlawful subletting. If you would like to re-write this lease down the road in a more appropriate fashion, then management may be more receptive. Until then however, the "no subletting" clause in the lease will not be waived and shall be strictly enforced.

This is written confirmation that your request has been denied. Should you have any further questions, please review the lease in which you signed and abide by it in its entirety.

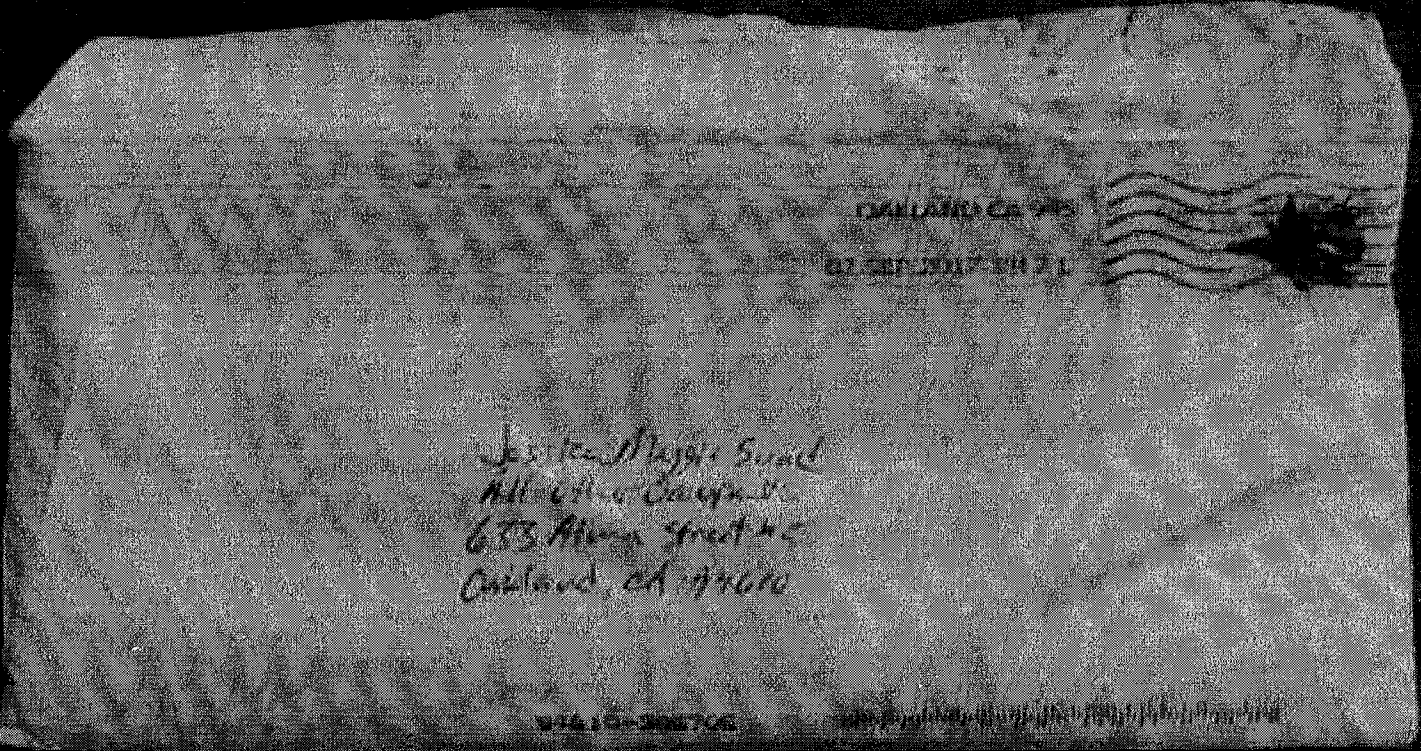
Sincerely,



Thomas Preston

Property Supervisor

000199



Justice Major Squad
All Other Cases
633 Main Street
Oakland, CA 94610

Attachment 2

Alma Apartments LP

633 Alma
Oakland, CA

Leslie Sund
633 Alma # 5
Oakland, Ca

November 12, 2013

RE: 633 Alma #5 demand.

Dear Ms. Sund:

Thank you for your email and voicemail.

The fundamental problem with your "request" is that it has been couched as a demand. As you know, the lease you have has a "no subletting/no assignment" clause and a "use-for-tenancy" provision. Nevertheless, the landlord is typically amenable to accommodate tenants who, in good faith, approach the landlord with a particular need which may justify a relaxation or suspension of all lease covenants. However, you did everything but make a reasonable and proper request. Rather, instead of making a request and providing the requested items in detail, and thereafter providing necessary information and documentation to management, you demanded that your significant other will be moving in the next day.

There is no need for you to move into the new place and you may well be permitted for several months. If you would like to move into the new place a more appropriate and professional manner would be to discuss the "no subletting" clause in the lease with the landlord and see what can be done.

This is written confirmation that your request has been denied. Should you have any further questions, please review the lease in which you signed and abide by it in its entirety.

Sincerely,



Thomas Preston

Property Supervisor

000202

UNITED STATES
POSTAL SERVICE



Jessie Myrtle Smith
Attn: Mrs. Campbell
633 Main Street
Oakland, Cal. 94610

Attachment 3

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
-RENT INCREASE NOTICE-

To **Jessica Maggie Sund (original 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:

633 Alma Street, Unit Number 5
City of Oakland, County of Alameda, State of California 94610
--including all associated housing privileges-- (the "Premises")

You are hereby notified that, effective **December 1, 2017**, not less than sixty (60) 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 \$908.67 per month to two thousand ninety five dollars (\$2,095) 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 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, Jessica Maggie Sund, 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. Please refer to the attached City of Oakland Rent Adjustment Program *Notice to Tenants of Residential Rent Adjustment Program*.

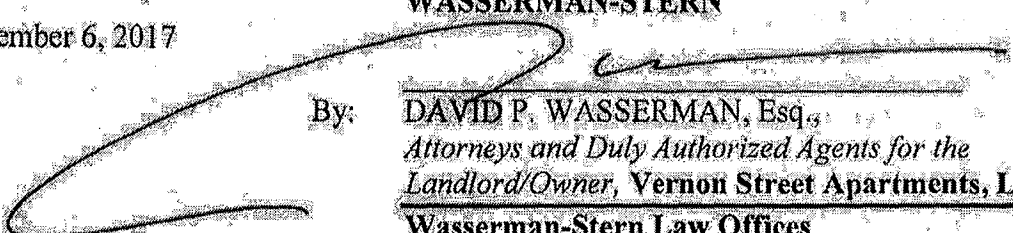
Rent increases imposed pursuant to the Costa-Hawkins Rental Housing Act are effective upon the expiration of the notice period prescribed by California Civil Code section 827 and are not governed by the Rent Adjustment Program.

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

Dated: September 6, 2017

WASSERMAN-STERN

By:


DAVID P. WASSERMAN, Esq.
*Attorneys and Duly Authorized Agents for the
Landlord/Owner, Vernon Street Apartments, LP*

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

CITY OF OAKLAND



P.O. BOX 70243, OAKLAND, CA 94612-2043
Department of Housing and Community Development
Rent Adjustment Program

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

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland has a Rent Adjustment Program ("RAP") that limits rent increases (Chapter 8.22 of the Oakland Municipal Code) and covers most residential rental units built before 1983. For more information on which units are covered, contact the RAP office.
- Starting on February 1, 2017, an owner must petition the RAP for any rent increase that is more than the annual general rent increase ("CPI increase") or allowed "banked" rent increases. These include capital improvements and operating expense increases. For these types of rent increases, the owner may raise your rent only after a hearing officer has approved the increase. No annual rent increase may exceed 10%. You have a right to contest the proposed rent increase by responding to the owner's petition. You do not have to file your own petition.
- **Contesting a Rent Increase:** You can file a petition with the RAP to contest unlawful rent increases or decreased housing services. To contest a rent increase, you must file a petition (1) within ninety (90) days of the notice of rent increase if the owner also provided this Notice to Tenants with the notice of rent increase; or (2) within 120 days of the notice of rent increase if this Notice to Tenants was not given with the notice of rent increase. If the owner did not give this Notice to Tenants at the beginning of your tenancy, you must file a petition within ninety (90) days of first receiving this Notice to Tenants. Information and the petition forms are available from the RAP drop-in office at the Housing Assistance Center: 250 Frank H. Ogawa Plaza, 6th Floor, Oakland and at: <http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment>.
- If you contest a rent increase, you must pay your rent with the contested increase until you file a petition. If the increase is approved and you did not pay the increase, you will owe the amount of the increase retroactive to the effective date of increase.
- 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 _____, 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.

| | | | | |
|---|---------------|----------------------|--------------------|--------------|
| Attorney Or Party Without Attorney (Name and Address) | | Telephone: | FOR COURT USE ONLY | |
| DAVID P. WASSERMAN, ESQ. (171-23) | | (415) 567-9600 | | |
| WASSERMAN-STERN LAW OFFICES 2960 Van Ness Avenue, Suite B San Francisco, California 94109 | | | | |
| Attorneys for: 633 ALMA STREET | | Ref. No. Or File No: | W2683460 | |
| Insert name of court, judicial district and branch court, if any: | | | | |
| Plaintiff: 633 ALMA STREET | | | | |
| Defendant: JESSICA MAGGIE SUND (original occupant) | | | | |
| POS BY MAIL | Hearing Date: | Time: | Dept./Div: | Case Number: |

At the time of service I was at least 18 years of age and not a party to this action.
On September 6, 2017, I served the within:

NOTICE TO CHANGE TERMS OF TENANCY - RENT INCREASE NOTICE; NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

on the defendant in the within action by placing a true copy in a sealed envelope with postage fully prepaid for first class in the United States mail at San Francisco, California, addressed as follows:

JESSICA MAGGIE SUND (original occupant); ANY/ALL UNNAMED OCCUPANTS
633 Alma Avenue, Unit 5
Oakland, CA 94610

Person serving:
Scott Lane
Wheels of Justice, Inc.
52 Second Street, Third Floor
San Francisco, California 94105
Phone: (415) 546-6000

a. Fee for service:
d. Registered California Process Server
(1) Employee or independent contractor
(2) Registration No.: 1126
(3) County: San Francisco

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

Date: September 6, 2017

Signature: _____
Scott Lane



Attachment 4

Alma Apartments, LP

633 Alma Ave.
Oakland, CA 94610

August 22, 2017

Jessica Sund
633 Alma Apt. 5
Oakland, CA 94610

Dear Jessica Sund,

In the short time that we have taken over the management and ownership of the building, the managers have noticed and received complaints regarding an overwhelming amount of random visitors coming and going from unit 5. These visitors seem to have access and keys to come and go freely, yet you are not around. What is also troubling is that some of them have been disturbing your neighbors and this is their home.

Your neighbors and your landlord require cooperation and performance. Your lease agreement states that this lease is in your name only. Your lease does not allow for you to give possession of any part of the premise.

Please review section 11. USE/OCCUPANCY and also Section 12. SUBLETTING AND SUBLETTING in your lease as we believe these are the sections that apply to the situation you are in the days.

Thank you in advance.
Sincerely yours,

Management

Attachment 5

000211

EXCERPTS FROM JESSICA SUND'S TESTIMONY

DIRECT EXAMINATION

(AT 24:45-25:09)

MR. KRANZ: SO, DO YOU RECOGNIZE THAT DOCUMENT, JESSICA?

MS. SUND: YES.

MR. KRANZ: AND WHAT IS THAT, PLEASE?

MS. SUND: THAT'S THE EMAIL I SENT TO THOMAS PRESTON.

MR. KRANZ: AND WHAT WAS THE PURPOSE OF SENDING HIM THAT
EMAIL?

MS. SUND: TO NOTIFY HIM I'M MOVING THE BOYFRIEND IN AND MY
BABY IN.

MR. MCCONNELL: I'M SORRY, I DIDN'T HEAR THE LAST --

MS. SUND: MY BABY; MOVING HER IN.

MR. KRANZ: MOVING HER BABY IN. HER BOYFRIEND AND HER BABY
IN.

(AT 26:01-28:19)

MR. KRANZ: AND WHO --

MR. PRESTON, YOUR UNDERSTANDING OF WHO MR. PRESTON WAS?

MS. SUND: THE PROPERTY SUPERVISOR.

HEARING OFFICER: SPEAK UP.

MS. SUND: HE'S THE PROPERTY SUPERVISOR, SORRY.

MR. KRANZ: AND DID YOU GET A RESPONSE TO THAT EMAIL?

MS. SUND: NO.

MR. KRANZ: AND AFTER SENDING THE EMAIL --

I NOTICE THAT, ON THAT DOCUMENT THERE ARE NOTES BELOW IN
YOUR HANDWRITING. WOULD YOU EXPLAIN, IS THAT YOUR HANDWRITING?

MS. SUND: YES.

MR. KRANZ: WOULD YOU EXPLAIN WHAT THOSE NOTES INDICATE, PLEASE?

MS. SUND: SO, IT'S JUST A RECORD OF WHEN I LEFT A VOICEMAIL FOR HIM, AND NOT RECEIVING A REPLY, BACK ON THE 28TH AND 29TH AUGUST.

MR. KRANZ: OKAY. AND SO YOU LEFT A VOICEMAIL ASKING FOR -- ASKING FOR A RESPONSE TO THE EMAIL THAT YOU HAD SENT?

MS. SUND: YES.

MR. KRANZ: DID YOU EVER GET A RESPONSE --

MS. SUND: NO.

MR. KRANZ: DID MR. PRESTON EVER CALL YOU BACK? DID HE EVER SEND A EMAIL BACK TO YOUR EMAIL ADDRESS?

MS. SUND: NO.

MR. KRANZ: BEFORE YOU SENT THAT ON AUGUST 24TH, HAD YOU HAD MANY PEOPLE STAYING IN YOUR -- IN YOUR UNIT?

MS. SUND: NO.

MR. KRANZ: TO THE BEST OF YOUR RECOLLECTION, WHO MAY HAVE STAYED IN YOUR UNIT AROUND THIS TIME, SAY, IN JULY OR AUGUST?

MS. SUND: THERE WAS NOBODY STAYING OVERNIGHT. MY BOYFRIEND MAY HAVE COME OVER, AND MY MOM.

MR. KRANZ: NO ONE ELSE?

MS. SUND: NO.

MR. KRANZ: THEN WHAT WAS THE NEXT COMMUNICATION YOU RECALL GETTING FROM THE LANDLORD?

MS. SUND: SO IT WAS THE LETTER. WHICH IS -- YEAH. THAT LETTER.

HEARING OFFICER: ATTACHMENT 3?

MS. SUND: ATTACHMENT 3. YEAH.

HEARING OFFICER: SO THIS IS A LETTER FROM THOMAS PRESTON TO THE TENANT DATED AUGUST 28, 2017?

MS. SUND: M-HM.

MR. KRANZ: AND DO YOU RECALL ABOUT WHEN YOU GOT THAT LETTER?

MS. SUND: YEAH. SO, I GOT IT ABOUT A WEEK LATER THAN THE DATE LISTED IN THE LETTER.

(AT 28:46-29:19)

MR. KRANZ: AFTER THIS -- AROUND THE SAME TIME THAT YOU GOT THIS, WAS THERE A SUBSEQUENT COMMUNICATION THAT YOU GOT FROM THE LANDLORD?

HEARING OFFICER: I'M GOING TO MARK THIS AS EXHIBIT 3. ARE THERE ANY OBJECTIONS?

MR. MCCONNELL: IS THIS THE LETTER FROM ALMA APARTMENTS DATED --

PK: THAT'S RIGHT.

HEARING OFFICER: AUGUST --

MR. MCCONNELL: AUGUST 28? OKAY.

MS. SUND: SO AFTER RECEIVING THAT LETTER, I WAS SERVED.

MR. KRANZ: AND YOU WERE SERVED BECAUSE -- BY SOMEBODY COMING TO YOUR DOOR AND GIVING YOU SOMETHING?

MS. SUND: YEAH.

MR. KRANZ: AND WAS THAT THE NOTICE OF RENT INCREASE?

MS. SUND: YES.

(AT 29:33-30:01)

MR. KRANZ: AND AT SOME -- BUT WHEN YOU GOT THE NOTICE OF RENT INCREASE, WHAT WAS YOUR REACTION?

MS. SUND: UH, FEAR.

MR. KRANZ: BECAUSE OF THE INCREASE IN RENT?

MS. SUND: YEAH, I CAN'T AFFORD OVER \$2000.

MR. KRANZ: OKAY.

MS. SUND: AND I'M ABOUT TO HAVE A BABY.

(AT 30:31-31:52)

MR. KRANZ: NOW -- AND YOUR BABY, YOUR BABY WAS BORN IN OCTOBER, CORRECT?

MS. SUND: M-HM.

HEARING OFFICER: YES OR NO.

MS. SUND: YES.

MR. KRANZ: AND -- DID THE BABY HAVE -- IF YOU RECALL, ANY MEDICAL CONDITIONS?

MS. SUND: SO SHE HAD THE HYPERBILIRUBIN DIAGNOSIS WHEN SHE WAS BORN.

MR. KRANZ: AND DID SHE HAVE ANY OTHER PROBLEMS AT THAT TIME?

MS. SUND: NO.

MR. KRANZ: AND WHAT WERE YOU INSTRUCTED TO DO IN CONNECTION WITH THE HYPERBILIRUBINEMIA?

MS. SUND: SO, SHE WAS ACTUALLY KEPT AT THE HOSPITAL FOR A WHILE, ALONG WITH MYSELF, AND THEY PUT HER IN A BILI -- BILIRUBIN BED. AND THEN -- BROUGHT HOME, JUST TO MONITOR HER AND MAKE SURE IT WAS SOMETHING THAT WOULD PASS THROUGH HER LIVER.

MR. KRANZ: AND, AT SOME POINT AFTER THAT, DID THE BABY HAVE ANOTHER PROBLEM THAT CAME UP?

MS. SUND: YES.

MR. KRANZ: WOULD YOU TELL --

MS. SUND: SO, I DON'T KNOW THE MEDICAL TERM. IT'S A -- LIKE A FLATTENING OF THE SKULL. AND IT WAS NOTICED FROM LAYING -- SOME OF THE VERY FIRST CHECK-UPS WITH HER. WELLNESS CHECKS; PEDIATRICIAN.

(AT 32:15-33:58)

MR. KRANZ: SO, THE SECOND CONDITION THAT SHE HAD -- WERE YOU TOLD THAT YOUR DAUGHTER -- IT WAS A GIRL, CORRECT?

MS. SUND: YES.

MR. KRANZ: YOU WERE TOLD THAT YOUR DAUGHTER -- THERE WAS A RISK THAT IF YOUR DAUGHTER SLEPT IN A CERTAIN POSITION THAT SHE COULD SUFFOCATE?

MS. SUND: YES.

MR. KRANZ: OKAY.

MS. SUND: I JUST -- YOU KIND OF HAVE TO MOVE THE BABY AROUND TO MAKE SURE THE SKULL FORMS CORRECTLY.

MR. KRANZ: OKAY. BUT THERE IS A RISK, YOU WERE TOLD, THAT THE BABY COULD SUFFOCATE AND DIE --

MS. SUND: YEAH.

MR. KRANZ: -- IF YOU DIDN'T SORT OF MOVE THE BABY AT A CERTAIN TIME, IF SHE WAS IN A BAD POSITION? IS THAT CORRECT?

MS. SUND: YEAH.

MR. KRANZ: OKAY. AND SO WHAT DID THAT REQUIRE IN TERMS OF MONITORING?

MS. SUND: WELL, I MEAN, I'M A NEW MOM. SO I'M NURSING EVERY, YOU KNOW, TWO HOURS; SO JUST MAKING SURE THE POSITION I PUT HER IN -- SHE'S NOT -- HER HEAD ISN'T ON THE SAME SIDE. WHEN I LAY HER DOWN, OR WHEN SHE'S SLEEPING.

MR. KRANZ: AND DOES -- AND LET'S IDENTIFY THE HIM BY NAME. CORY IS THE FIRST NAME OF THE FATHER OF THE BABY. AND CORY ASSISTS WITH THAT?

MS. SUND: OH YEAH.

MR. KRANZ: BECAUSE YOU CAN'T STAY AWAKE TWENTY-FOUR HOURS A DAY?

MS. SUND: RIGHT. HE TOOK A -- TOOK A PAID FAMILY LEAVE. SO HE WAS HOME.

MR. KRANZ: OKAY. AND IN ADDITION, I THINK YOU'RE ALSO IN SCHOOL. IS THAT CORRECT?

MS. SUND: M-HM.

MR. KRANZ: IN GRADUATE SCHOOL?

HEARING OFFICER: YES OR NO, PLEASE, FOR THE RECORD.

MS. SUND: YES. SORRY.

BY MR. KRANZ: AND SO -- THE MEDICAL CONDITION OF THE BABY WAS A REASON THAT YOU CONTINUED TO STAY WHERE YOUR -- WHERE CORY LIVED, IS THAT CORRECT?

MS. SUND: YES.

MR. KRANZ: AND ALSO TO AVOID BEING IN A STRESSFUL SITUATION, AS YOU FELT IT WOULD BE --

MR. MCCONNELL: THAT'S KIND OF A LEADING QUESTION.

PK: OKAY.

(AT 34:14-37:43)

HEARING OFFICER: SO WHEN DID YOU LEAVE THE -- YOUR APARTMENT, MS. SUND?

MS. SUND: SO, IN ORDER TO PREPARE FOR THE BIRTH, IT'S PROBABLY EARLY OCTOBER. PREPARING FOR THE BIRTH OF A NEW BABY.

HEARING OFFICER: OKAY.

MS. SUND: SO EARLY OCTOBER.

HEARING OFFICER: WHERE WERE YOU RESIDING AT THAT POINT?

MS. SUND: I'M STILL RESIDING AT 633 ALMA STREET -- I'M STILL PAYING RENT.

HEARING OFFICER: OKAY.

MS. SUND: I GO THERE EVERY WEEK, I WATER MY PLANTS. SO I STILL LIVE THERE.

HEARING OFFICER: RIGHT, BUT I MEAN, EARLY OCTOBER WHERE WERE YOU?

MS. SUND: I WAS AT CALIFORNIA, PROBABLY PRIMARILY.

HEARING OFFICER: OKAY. SO THAT'S WHEN YOU PRIMARILY WERE THERE IN PREPARATION FOR THE ARRIVAL FOR THE BABY?

MS. SUND: YES.

HEARING OFFICER: AND THEN AFTER THESE MEDICAL ISSUES, DUE TO THAT, YOU CONTINUED TO BE AT THE CALIFORNIA ADDRESS?

MS. SUND: YES.

HEARING OFFICER: AND, AFTER THE BIRTH OF THE BABY IN NOVEMBER?

MS. SUND: YES.

HEARING OFFICER: OKAY.

MR. KRANZ THE LETTER THAT -- I WANNA --

WE HAVE HER PHONE RECORDS THAT DOCUMENT THAT SHE MADE THE PHONE CALLS TO THE PROPERTY MANAGER ON THE 28TH AND 29TH, AND LEFT MESSAGES. THE LANDLORD HAS SUBMITTED A DOCUMENT WHICH IS A PRINT-OUT OF THE MESSAGE THAT SHE LEFT ON ONE OF THE DAYS, AND -- DO I NEED TO GO THROUGH THAT? I MEAN, WILL YOU AGREE THAT SHE MADE THOSE TWO PHONE CALLS ON THE 28TH AND 29TH, OR DO I -- DO YOU -- DO YOU WANT ME TO HAVE THE HEARING OFFICER TO HAVE TO SEE HER PHONE RECORDS THAT DOCUMENT PHONE CALLS TO THEM?

MR. MCCONNELL: WE DON'T HAVE ANY QUESTIONS THAT SHE MADE PHONE CALLS TO THOMAS PRESTON.

PK: OKAY. OKAY.

MR. KRANZ: AND, JESSICA, DO YOU HAVE ANY -- ANY ONGOING MEDICAL PROBLEMS?

MS. SUND: YES.

MR. KRANZ: OKAY. AND WOULD YOU TELL THE HEARING OFFICE WHAT THOSE OR THAT IS?

MS. SUND: SO, I SUFFER FROM PTSD AND PANIC DISORDER.

MR. KRANZ: AND FOR HOW LONG HAVE YOU SUFFERED FROM THAT? APPROXIMATELY?

MS. SUND: FOR -- GOODNESS, PROBABLY OVER TWENTY YEARS.

HEARING OFFICER: OKAY, I DON'T KNOW HOW MANY QUESTIONS I NEED TO HEAR. IF THE, THE ISSUE WAS JUST THAT THAT'S ALSO ANOTHER REASON FOR HER STAYING AT THE OTHER RESIDENCE, YOU CAN JUST --

MR. KRANZ: EXACTLY. LET --

MR. KRANZ: YOU CURRENTLY HAVE BEEN IN TREATMENT FOR THAT; IS THAT CORRECT?

MS. SUND: YES.

MR. MCCONNELL: WELL -

HEARING OFFICER: OKAY.

MR. MCCONNELL: AGAIN, I HAVE TO OBJECT TO THIS.

(AT 38:26-38:55)

MR. KRANZ: AND SINCE -- OVER THE LAST SEVERAL MONTHS, AND SINCE OCTOBER, YOU'VE -- YOU VISIT THE APARTMENT? GO TO THE APARTMENT?

MS. SUND: YES.

MR. KRANZ: AND HOW OFTEN?

MS. SUND: ABOUT ONCE OR TWICE A WEEK.

MR. KRANZ: OKAY. AND YOU GO THERE FOR WHAT PURPOSE?

MS. SUND: SO I GO THERE -- I'VE GOT PLANTS THAT I TAKE CARE OF. I'M ALWAYS CHECKING ON MY APARTMENT, MAKING SURE EVERYTHING'S OKAY. I'M ALSO TAKING SHOWERS AND BATHS THERE.

(AT 39:27-40:07)

MR. KRANZ: SO, AND JESSICA, HAVE YOU EVER SUBLET THE UNIT?

MS. SUND: NO.

MR. KRANZ: HAVE YOU EVER RECEIVED ANY INCOME FROM ANY OTHER HUMAN BEING TOWARDS, YOU KNOW -- FOR -- AS A SUBLESSEE?

MS. SUND: NO.

MR. KRANZ: I DON'T HAVE ANY FURTHER QUESTIONS.

MS. ROHRBACH: ONE MORE, THOUGH.

DO YOU OWN A RESIDENCE ANYWHERE, OR DO YOU PARTIALLY OWN A RESIDENCE ANYWHERE?

MS. SUND: NO.

MS. ROHRBACH: SO, CORY'S HOUSE IS EXCLUSIVELY OWNED BY HIM?

MS. SUND: YES.

MS. ROHRBACH: AND YOU HAVE NEVER CONTRIBUTED ANYTHING
TOWARDS --

MS. SUND: NO.

MS. ROHRBACH: -- THE LOAN, OR MORTGAGE.

CROSS-EXAMINATION

(AT 45:38-47:50)

MR. MCCONNELL: NOW, BEFORE THIS LETTER OF AUGUST 28TH AND BEFORE
YOUR OTHER LETTERS OF -- 24TH -- WHERE YOU MADE THE STATEMENT
THAT YOU WERE GOING TO MOVE CORY IN, DID YOU NOT RECEIVE A
LETTER ON AUGUST 22, DATED AUGUST 22, THAT SPOKE OF YOUR HAVING
VISITORS WHO HAVE ACCESS AND KEYS TO COME AND GO FREELY, YET YOU
WERE NOT AROUND? DID YOU GET A LETTER TO THAT EFFECT?

MS. SUND: I HAVEN'T SEEN THAT LETTER; NO.

MR. MCCONNELL: LET ME SHOW YOU THIS LETTER AND SEE IF IT
REFRESHES YOUR RECOLLECTION.

MS. SUND: I HAVE NOT SEEN THIS LETTER. SO IT'S NOT GOING
TO REFRESH MY RECOLLECTION BECAUSE I HAVEN'T SEEN IT. I NEVER
RECEIVED THIS LETTER. THIS IS THE FIRST TIME THAT I'VE ACTUALLY
SEEN THIS LETTER.

MR. MCCONNELL: YOU'VE NEVER SEEN THE LETTER?

MS. SUND: NO, I'VE NEVER SEEN THE LETTER.

MR. MCCONNELL: HAS THE OWNER EVER TALKED TO YOU ABOUT
HAVING VISITORS AND PEOPLE IN THE UNIT WITHOUT -- WITH KEYS
WITHOUT YOU --

MS. SUND: NO.

MR. MCCONNELL: -- BEING AROUND?

MS. SUND: NO.

MR. MCCONNELL: NEITHER THIS MANAGEMENT, THIS OWNERSHIP, NOR THE PRECEDING MANAGEMENT OR OWNERSHIP?

MS. SUND: NO.

MR. MCCONNELL: EVER DID THAT WITH YOU?

MS. SUND: NO.

MR. MCCONNELL: HOW IS YOUR BABY NOW?

MS. SUND: SHE'S OKAY.

MR. MCCONNELL: OKAY. SO THOSE CONDITIONS THAT EXISTED --

MS. SUND: SHE STILL SUFFERS FROM THE HEAD CONDITION.

(AT 50:19-51:37)

BY MR. MCCONNELL): NO, NO, NO. YOU SAID YOU MOVED INTO -- LIVING WITH CORY, STARTED LIVING WITH CORY AFTER YOU RECEIVED THE NOTICE OF RENT INCREASE.

MR. KRANZ: THAT MISCHARACTERIZES HER TESTIMONY. THAT'S NOT WHAT SHE TESTIFIED TO.

MR. MCCONNELL: I'M SORRY, YOU'RE RIGHT. YOU SAID -- YOU MOVED IN WITH CORY IN EARLY OCTOBER.

MR. KRANZ: AGAIN, THAT MIS --

MR. MCCONNELL: IS THAT RIGHT?

SHE'S SHAKING HER HEAD YES. ARE YOU TELLING ME THAT WE'RE MISCHARACTERIZING HER TESTIMONY?

MS. SUND: SO YOU HAVE TO UNDERSTAND THAT I'M PREGNANT AND DEALING WITH HEALTHCARE; I'M STARTING GRADUATE SCHOOL AND APPLYING FOR GRADUATE SCHOOL AND PREPARING FOR A NEW BABY. AND IT'S LAST YEAR. I'VE BEEN THROUGH A LOT OF CHANGE, AND YOU'RE ASKING PRETTY SPECIFIC QUESTIONS THAT I HAVE A HARD TIME ANSWERING.

MR. MCCONNELL: WELL, YOU WERE PRETTY CLEAR EARLIER. I MEAN, YOU SAID YOU RECEIVED -- RECEIVED THE RENT INCREASE NOTICE IN SEPTEMBER.

MS. SUND: YES.

MR. MCCONNELL: YOU SAID THAT YOU DECIDED TO MOVE IN OCTOBER.

MS. SUND: I DIDN'T MOVE.

MR. MCCONNELL: YOU STARTED STAYING --

MS. SUND: YES.

MR. MCCONNELL: -- AT A NEW RESIDENCE IN OCTOBER.

MS. SUND: I STARTED STAYING WITH MY BOYFRIEND --

MR. MCCONNELL: YES.

MS. SUND: TO PREPARE FOR A BIRTH.

MR. MCCONNELL: YES.

MS. SUND: THAT'S -- I NEED TO CLARIFY THAT.

MR. MCCONNELL: NOW THAT YOU'VE HAD THE BABY? AND YOU'RE STILL STAYING WITH YOUR BOYFRIEND.

MS. SUND: YEAH.

(AT 53:17-54:06)

MR. MCCONNELL: WHEN YOU WERE TESTIFYING EARLIER, YOU WERE ASKED THE QUESTION, DID YOU SUFFER FROM OTHER KIND OF ISSUES THAT CAUSED YOU TO WANT TO STAY AT CALIFORNIA. I THINK YOU MENTIONED SOME ISSUES THAT YOU SAY YOU SUFFERED FOR OVER TWENTY YEARS.

MS. SUND: YEAH.

MR. MCCONNELL: AND DURING THAT TWENTY-YEAR PERIOD, TEN OF THOSE YEARS, YOU'VE LIVED IN THIS APARTMENT.

MS. SUND: AND SUFFERED PTSD WHILE I WAS LIVING THERE.

MR. MCCONNELL: WELL, DID LIVING IN THIS APARTMENT CAUSE YOU TO HAVE PS -- PTSD?

MS. SUND: NO, IT EXASPERRATED IT.

RE-DIRECT

(AT 57:49-59:57)

MS. ROHRBACH: DO YOU HAVE ANY INTENTIONS OF -- IN TERMS OF YOUR RELATIONSHIP WITH CARY --

MS. SUND: CORY --

MS. ROHRBACH: -- CORY, ARE YOU MARRIED?

MS. SUND: NO.

MS. ROHRBACH: DO YOU HAVE ANY PLANS TO GET MARRIED?

MS. SUND: NO.

MS. ROHRBACH: HOW LONG HAVE YOU BEEN WITH CORY?

MS. SUND: FOR TWO YEARS.

MS. ROHRBACH: IS THERE ANYTHING GOING ON ADDITIONALLY AT THE APARTMENT BUILDING -- AT 633 ALMA -- THAT CAUSES YOU -- THAT YOU HAVEN'T DISCUSSED SO FAR -- THAT'S A FACTOR IN WHY YOU STAY AWAY FROM IT?

MS. SUND: THE NOISE HAS BEEN A PROBLEM.

MS. ROHRBACH: AND WHAT KIND OF NOISE IS THAT?

MS. SUND: IT'S CONSTRUCTION NOISE. IT'S BEEN ONGOING ON THE FIRST FLOOR FOR TWO APARTMENTS.

MS. ROHRBACH: AND WHEN, TO YOUR RECOLLECTION, DID THAT BEGIN?

MS. SUND: NOVEMBER OF LAST YEAR.

MS. ROHRBACH: IS THAT STILL HAPPENING?

MS. SUND: YES.

Attachment 6

EXCERPTS FROM LUCKY STEWART'S TESTIMONY

DIRECT EXAMINATION

(AT 1:14:40-1:18:24)

MR. STEWART: THERE WAS A DEMAND THAT WAS MADE BACK IN AUGUST THAT WAS PUT ON AND DEMANDING THAT SHE WAS MOVING SOMEBODY IN, BUT IT WAS NEVER ANYTHING PRIOR TO THAT.

MR. MCCONNELL: AND THAT IS THE LETTER THAT WAS DATED AUGUST 28TH FROM THOMAS PRESTON?

MR. STEWART: THAT WAS THE RESPONSE --

MR. KRANZ: NO, YOU'R'E THINK EMAIL ON AUGUST --

MR. STEWART: -- TO THAT. BUT THERE WAS AN EMAIL CORRESPONDENCE A FEW DAYS BEFORE, OR A COUPLE OF DAYS BEFORE.

(BY MCCONNELL): I SEE. OF HER REQUEST. OF HER DEMAND, AS YOU GUYS DESCRIBED IT.

MR. STEWART: THERE WAS ACTUALLY A SERIES OF COMMUNICATIONS BEFORE LEADING UP TO THIS.

MR. MCCONNELL: ALL RIGHT. WELL, TELL ME ABOUT THAT SERIES OF COMMUNICATIONS BEFORE LEADING UP TO THIS.

MR. STEWART: THE FIRST ONE WAS THE LETTER THAT WE SENT HER THAT STATED THAT THERE WERE PEOPLE COMING AND GOING FREELY -- WITH EASE -- COMING AND GOING OUT OF HER UNIT. AND IT WAS REPORTED TO US THAT SHE WAS SUBLETTING THE UNIT, AND THAT THERE WERE STRANGERS THAT HAD KEYS AND POSSESSION OF THE UNIT. AND ONE OF THE THINGS WE DO WHEN WE TAKE OVER BUILDINGS IS WE SEE PEOPLE IN THE HALLWAYS AND WE SAY, HELLO, HOW DO YOU LIKE THE BUILDING? KIND OF QUESTION AND ANSWER. AND THIS IS ONE OF THE

THINGS THAT DID COME UP AT THE TIME. IT WAS REPORTED TO ME, AND ALSO TO THE MANAGEMENT, THAT THERE WAS DIFFERENT INDIVIDUALS THERE, BUT THE TENANT WAS NO LONGER THERE.

MR. MCCONNELL: AND DID YOU EVER PERSONALLY OBSERVE THESE DIFFERENT INDIVIDUALS?

MR. STEWART: I DID.

MR. MCCONNELL: AND WHAT, WHEN? AND TELL US ABOUT THAT.

MR. STEWART: YOU KNOW, IN -- IT WAS I DON'T KNOW THE EXACT DATE, BUT IT WAS SOME TIME IN THE SUMMER, PROBABLY EARLY AUGUST OR SO, WHEN I SAW AN INTERNATIONAL COUPLE COMING OUT. AND I REPORTED BACK, AND I WENT AND LOOKED AND PULLED THE LEASE AFTER THAT, AND I WAS KIND OF THINKING, OH MAYBE THOSE -- THAT WAS THE TENANT. BUT IT WAS CLEARLY NOT THE TENANT, BECAUSE THE TENANT -- I'VE NEVER SEEN HER UNTIL TODAY. BOTH, BOTH OF THE INDIVIDUALS THAT WERE LEAVING THE APARTMENT WERE TALL AND BLOND AND INTERNATIONAL. I SAID HELLO, AND THEY JUST KIND OF LOOKED AT ME AND IGNORED AND WALKED ON.

MR. MCCONNELL: WHEN YOU BECAME AWARE THAT OTHER PERSONS WERE OCCUPYING THE UNIT, WHAT DID YOU DO?

MR. STEWART: I LOOKED INTO IT. I DID AN INTERNET SEARCH. I ALSO CONTACTED MY ATTORNEY OF RECORD AND THE ATTORNEY THAT HANDLES MOST OF OUR PROPERTY MANAGEMENT THINGS AND ASKED HIM TO DO A SEARCH AS WELL, BECAUSE IT WAS HEARD FROM TENANTS IN THE BUILDING THAT THE TENANT WAS NO LONGER THERE, AND THAT PEOPLE WERE COMING AND GOING. PLUS, MY OBSERVATION ALSO LED TO THAT. SO I WENT AND DID A SEARCH, AND I ASKED HIM ALSO TO DO A LEXISNEXIS SEARCH TO SEE IF THE TENANT WAS ACTUALLY STILL LIVING THERE.

MR. MCCONNELL: AND WHAT DID THAT SEARCH REVEAL?

MR. STEWART: THAT SEARCH, WHICH WAS PROBABLY IN AUGUST, REVEALED A -- TWO ADDRESSES THAT WERE LINKED TO THE TENANT THAT WAS SUPPOSED TO BE IN THERE. AND THE RESPONSE FROM MY ATTORNEY WAS, YEAH, SHE'S NO LONGER LIVING THERE AND HERE'S THE REPORT. AND HE SENT ME A REPORT SHOWING THAT THE TENANT WAS LIVING ON CALIFORNIA STREET, WHICH LED TO OUR SUSPICIONS, WHICH ALSO LED TO A INTERNET SEARCH WHICH -- ON THE INTERNET SEARCH, THERE WAS A BABY REGISTRY, THERE WERE SOME COUCHSURFING ADS OF -- COUCHSURFING ADS FROM THEM RENTING OUT APARTMENTS IN, UNDER HER OR CORY'S NAME, AND THERE WAS SOME OTHER LINKEDIN STUFF THAT WAS ON THE INTERNET AT THE TIME THAT WE ALSO DID IN OUR RESEARCH.

(AT 1:18:31-1:21:23)

(BY MCCONNELL): SO, THIS LETTER DATED AUGUST 22 ADDRESSED TO JESSICA SUND: IN IT, THAT OUTLINE WHICH YOU JUST TESTIFIED, THERE APPEARED TO BE PEOPLE IN THE BUILDING WITH ACCESS TO HER UNIT, COMING AND GOINGS WITH KEYS, AND SHE WAS NOT AROUND.

MR. STEWART: THAT IS CORRECT.

MR. MCCONNELL: WHO DRAFTED THIS LETTER?

MR. STEWART: I DID.

MR. MCCONNELL: AND, ONCE YOU DRAFT A LETTER LIKE THIS, WHAT IS THE PROCESS? DO YOU DELIVER IT?

MR. STEWART: I -- THIS PARTICULAR LETTER -- TYPICALLY WE'D POST AND MAIL, AND ON THIS INDIVIDUAL LETTER, IT WAS POSTED AND MAILED ON THE PREMISE.

MR. MCCONNELL: SO, THIS LETTER WAS POSTED AND MAILED ON AUGUST 22, 2017?

MR. STEWART: THAT IS CORRECT.

MR. MCCONNELL: ALL RIGHT.

THEN, THE NEXT DAY OR SO, THAT'S WHEN YOU RECEIVE WHAT YOU CHARACTERIZE AS A DEMAND LETTER TALKING ABOUT CORY IS GOING TO MOVE INTO THE UNIT WITHIN THE NEXT FEW DAYS?

MR. STEWART: YEAH, WHAT WE SAW WAS, OKAY, WELL WE TOLD HER NO ASSIGNMENT OR SUBLETTING; THEN WE ALL OF A SUDDEN, OKAY, GREAT, SHE'S GOING TO MOVE SOMEBODY ELSE TO HANDLE ASSIGNMENT AND SUBLETTING AND WE WEREN'T GOING TO -- WE BASICALLY SAID THAT WAS A DEMAND THAT WAS NOT ACCEPTABLE. THAT WASN'T THE CURE OF THE BREACH OF -- IT WAS A WARNING LETTER. OUR FIRST LETTER SAID PLEASE STOP ASSIGNING AND SUBLETTING THE UNIT; WE'VE HAD REPORTS OF PEOPLE MOVING IN AND OUT AND RANDOM VISITORS COMING AND GOING; YOU'RE NOT HERE -- AND THAT WAS KIND OF LEADING UP TO IT. THEN THE FOLLOW-UP LETTER WAS, THE RESPONSE OF MOVING IN YOUR SIGNIFICANT OTHER WASN'T GOING TO RESOLVE THE ISSUE, EITHER. SO, AT THAT POINT, THE 22ND LETTER SAID NO ASSIGNMENT OR SUBLETTING; THEN WHEN WE SAW THAT IT WAS STILL CONTINUING, AND IT WAS OBSERVED THAT THERE WERE STILL PEOPLE COMING AND GOING AND NOT THE TENANT, WE RESORTED TO SERVING THE COSTA-HAWKINS FOLLOWING --

MR. MCCONNELL: WELL, BEFORE YOU GET TO THERE, DID YOU SAY THAT YOUR LETTER OF THE 28TH, AUGUST 28TH, WAS -- HOW WAS THAT DELIVERED?

MR. STEWART: THAT WAS POSTED AND MAILED.

MR. MCCONNELL: ALL RIGHT.

NOW, MS. SUND TESTIFIED PREVIOUSLY -- YOU PROBABLY HEARD HER SAY -- THAT SHE RECEIVED THAT LETTER ABOUT A WEEK LATER?

MR. STEWART: THAT'S WHAT SHE SAID.

MR. MCCONNELL: HOW COULD YOU EXPLAIN THAT IT'S DATED THE 28TH, AND YOU SAY IT WAS MAILED, AND MAILED AND POSTED ON THE 28TH, BUT SHE DIDN'T SEE IT FOR A WEEK?

MR. STEWART: WELL, IF SHE WAS LIVING AT THE UNIT SHE WOULD HAVE GOTTEN IT ON THE DAY OF THE 28TH. BUT BASED ON MY ASSUMPTION FROM HER TESTIMONY SAYING THAT SHE RECEIVED IT A WEEK LATER, THAT WOULD BE ACCURATE BECAUSE ONE WAS POSTED, ONE WAS MAILED. SHE GOT THE MAILED LETTER. IT WAS PROBABLY FORWARDED TO HER ADDRESS OR SOMETHING BUT --

MR. KRANZ: LET ME OBJECT TO -- THE QUESTION. LET ME OBJECT. HE -- THIS CALLS FOR SPECULATION. HE DOESN'T KNOW WHAT HE'S TALKING ABOUT.

MR. STEWART: WELL, IT JUST SEEMS ACCURATE FROM THE TESTIMONY. SHE SAID SHE GOT IT A WEEK LATER; I THINK THAT WOULD BE ACCURATE.

MR. KRANZ: WELL --

HEARING OFFICER: WELL, THAT'S SPECULATION; THAT'S LIMITED TO WHAT YOU --

MR. KRANZ: RIGHT.

MR. STEWART: THIS WAS POSTED AND MAILED ON AUGUST 28TH.

(AT 1:25:11-1:25:27)

Q: SO, THE TENANT NEVER RESPONDED TO YOUR REQUEST -- I'M SORRY, TO YOUR STATEMENT THAT SHE CAN NOT SUBLET -- THE LEASE DOESN'T ALLOW TO HER SUBLET? SHE JUST DIDN'T SUBLET TO CORY?

MR. STEWART: YEAH, IT JUST SEEMED TO -- AT SOME POINT JUST STOP.

(AT 1:25:48-1:27:38)

Q: DID SHE EVER SAY TO YOU OR MANAGEMENT, I'M HAVING A BABY AND I NEED TO MOVE OUT OF THIS PLACE TEMPORARILY SO THAT I CAN HAVE THE BABY AND TAKE CARE OF THE BABY.

MR. STEWART: NO.

MR. MCCONNELL: WHEN DID YOU FIRST HEAR OF THAT?

MR. STEWART: IN THE EMAIL CORRESPONDENCE. OR, FIRST -- HEARDED IT FROM HER FROM THE EMAIL CORRESPONDENCE, BUT WE FOUND OUT ABOUT IT ON OUR OWN PRIOR TO THAT.

MR. MCCONNELL: DID MS. SUND EVER SAYING ANYTHING TO YOU ABOUT HER FEELING LIKE SHE WAS IN A CONTENTIONTIOUS RELATIONSHIP BETWEEN YOU AND THAT SHE NEEDED TO RELOCATE FOR HER HEALTH, OR THE HEALTH OF THE BABY?

MR. STEWART: NO.

MR. MCCONNELL: SHE JUST MOVED OUT?

MR. STEWART: YES.

MR. MCCONNELL: WHEN DID SHE MOVE OUT?

MR. STEWART: ACCORDING TO OUR RECORDS, IT WAS PROBABLY JULY, AUGUST.

MR. MCCONNELL: AND WHY DO YOU SAY THAT?

MR. STEWART: BECAUSE --

MR. MCCONNELL: SHE'S TESTIFIED OCTOBER --

MR. STEWART: WELL, JULY AND AUGUST SEEMS MORE ACCURATE, BASED ON OUR RESEARCH AND BASED ON THE FACT THAT SHE WAS ALREADY SHOWING UP ON THE LEXISNEXIS DATABASE, WHICH SHOWS WHEN MAILINGS AND SUCH ARE-- ARE COMING. PLUS, IT ALSO REFLECTED WHAT OUR

OBSERVATION HAD BEEN FROM THE PREMISE WITH OTHER PEOPLE BEING THERE.

MR. STEWART: SO ARE YOU SAYING, THEN, THAT AT THE TIME THAT YOU MAILED AND NAILED THIS RENT INCREASE, ON AUGUST 28TH, 2017, IT WAS YOUR THOUGHT, YOUR BELIEF THAT SHE WAS NO LONGER PERMANENTLY RESIDING AT THE UNIT AT THAT TIME?

MR. MCCONNELL: THIS -- WITH THE WARNING LETTER, THE DEMAND RESPONSE, YES. WE -- WE WEREN'T SURE THE FULL SITUATION: WE JUST KNEW THAT SHE WASN'T LIVING THERE; OTHER PEOPLE WERE IN POSSESSION AND LIVING THERE. AND, WE DIDN'T AT THE TIME KNOW 100% FOR SURE WHERE SHE WAS LIVING UNTIL PROBABLY SEPTEMBER OR SO, UNTIL WE FIGURED IT ALL OUT.

(AT 1:29:52-1:30:08)

Q: OH, SO COUCHSURFING IS A WEBSITE, NOT A ACTIVITY. IT'S A WEBSITE.

MR. STEWART: RIGHT. IT'S A WEBSITE WHERE YOU CAN COME FROM OUT OF TOWN AND PEOPLE CAN RENT A PLACE IN SOMEBODY'S HOME OR THINGS LIKE THAT.

MR. MCCONNELL: OH, AND YOU SAW EVIDENCE OF MS. SUND ON THAT?

MR. STEWART: I SAW CORY'S ACCOUNT ON THERE.

MR. MCCONNELL: OH -- SO COUCHSURFING IS A WEBSITE, NOT A ACTIVITY. IT'S A WEBSITE.

MR. STEWART: RIGHT. IT'S A WEBSITE WHERE YOU CAN COME FROM OUT OF TOWN AND PEOPLE CAN RENT A PLACE -- SOMEBODY'S HOME OR THINGS LIKE THAT.

MR. MCCONNELL: OH -- AND YOU SAW EVIDENCE OF MS. SUND ON THAT?

MR. STEWART: I SAW CORY'S ACCOUNT ON THERE.

CROSS-EXAMINATION

(AT 1:31:34-1:36:58)

MR. KRANZ: WHAT'S YOUR NAME, AGAIN?

MR. STEWART: LUCKY.

MR. KRANZ: LUCKY, OKAY.

SO, LUCKY, YOU -- YOU WERE CONDUCTING THIS INVESTIGATION AS TO WHAT WAS GOING ON AT THE -- MS. SUND'S UNIT AND HER SUBLETTING, CORRECT?

MR. STEWART: I WAS INVESTIGATING THE ORIGINAL COMPLAINTS THAT I RECEIVED ABOUT PEOPLE COMING AND GOING AND HAVING ACCESS.

MR. KRANZ: AND WERE YOU THE ONE WHO, WHO SAW THIS WEBSITE, THE -- THE COUCH WEBSITE?

MR. STEWART: YES. I DID, MY WIFE DID, AND ALSO THE PRIOR PROPERTY SUPERVISOR DID AS WELL.

MR. KRANZ: OKAY.

AND, I THINK YOU TESTIFIED THAT YOU FAILED TO, APPARENTLY, MAKE A COPY OF IT; IS THAT CORRECT?

MR. STEWART: YEAH. I THINK I JUST HAVE SOME OF THE LINKS, BUT THE ACTUAL LINKS AREN'T ACTIVE ANYMORE.

MR. KRANZ: RIGHT.

MR. STEWART: SO I CLICK ON THEM AND IT'S NO LONGER ACTIVE.

MR. KRANZ: AH-HAH.

SO, BUT -- BUT YOU, WHEN YOU DID CLICK ON THEM, THEY INDICATED EXACTLY WHAT, NOW?

MR. STEWART: THAT THEY HAD AN ACTIVE ACCOUNT ON THE SUBLETTING SITES.

MR. KRANZ: OKAY.

BUT DID YOU THINK THAT THAT WAS IMPORTANT?

MR. STEWART: WELL, I THINK IT WAS IMPORTANT BECAUSE WE HAD SUBLETTING GOING ON, WE'D OBSERVED SUBLETTING, AND THEN ALL OF A SUDDEN, THERE'S AN EMAIL COMMUNICATION THAT SHE'S PREGNANT AND DEMANDING THAT CORY'S GOING TO GO IN. SO, YEAH, I -- I BELIEVE IT WAS IMPORTANT FOR US. IT WAS LIKE, OKAY, WELL, SHE'S OBVIOUSLY NOT GOING TO BE DEALING WITH THE SUBLETTING, SO SHE'S GONNA HAVE CORY HANDLE IT FOR HER. SO, THEY'RE GOING TO PROFIT OFF OF THE APARTMENT AND LIVE AT THE BEAUTIFUL HOME ON CALIFORNIA STREET. THAT'S HOW I TOOK IT.

MR. KRANZ: SO I -- I'M A LITTLE CONFUSED. SO, DID -- DID WHAT YOU SEE INDICATE THAT IT WAS -- THAT THE COUCH OR THE SUBLETTING HAD TO DO WITH THE ALMA AVENUE ADDRESS, OR DID IT JUST INDICATE CORY AND THAT -- HIS INTEREST IN SUBLETTING?

MR. STEWART: I DON'T KNOW THE ANSWER TO THAT. I JUST KNEW THAT THEY WERE -- THAT WAS A PRACTICE THAT THEY WERE DOING, AND THAT THE TENANT WASN'T LIVING ON THE PREMISE; THAT IT WAS BEING SUBLET.

MR. KRANZ: OKAY.

WHAT WAS THE PRACTICE THAT THEY WERE DOING? I -- I --

MR. STEWART: WELL, IF SOMEBODY HAS AN ACTIVE ACCOUNT ON AIRBNB OR COUCHSURFING, ALL THAT, THAT THEY'RE VERY FAMILIAR WITH USING THOSE SERVICES.

MR. KRANZ: RIGHT.

OKAY, SO JUST TO BE CLEAR, FROM WHAT YOU SAY YOU SAW, THERE WAS NO INDICATION THAT IT HAD TO DO WITH THE ALMA AVENUE ADDRESS, CORRECT?

MR. STEWART: I DON'T KNOW.

MR. KRANZ: YOU DON'T REMEMBER?

MR. STEWART: I DON'T REMEMBER.

MR. KRANZ: OH, YOU DON'T REMEMBER.

MR. STEWART: I DON'T REMEMBER, NO.

MR. KRANZ: DID IT HAVE TO DO WITH THE CALIFORNIA STREET ADDRESS?

MR. STEWART: I DON'T KNOW.

MR. KRANZ: OKAY.

DID -- DO YOU REMEMBER WHETHER IT REFERENCED A SPECIFIC ADDRESS?

MR. STEWART: THAT I DID NOT SEE.

MR. KRANZ: OKAY --

MR. STEWART: THEY TYPICALLY -- TYPICALLY --

MR. KRANZ: WELL LET'S --

MR. STEWART: THEY TYPICALLY DON'T TELL YOU THE ADDRESS.

MR. KRANZ: OKAY, THEY TYPICALLY DON'T TELL YOU THE ADDRESS.

OKAY. SO -- SO, AT -- YOUR BEST RECOLLECTION IS TYPICALLY IT DOESN'T SPECIFY THE ADDRESS; CORRECT?

MR. STEWART: CORRECT.

MR. KRANZ: OKAY.

AND AS I UNDERSTAND YOUR TESTIMONY -- BUT THIS WAS -- THIS WAS IMPORTANT, BECAUSE THIS CONFIRMED WHAT YOU WERE CONCERNED ABOUT; CORRECT?

MR. STEWART: NO, IT JUST SOLIDIFIED WHAT WE'D ALREADY INVESTIGATED AND ALSO FOUND ON NEXISLEXIS, AND IF IT LOOKS LIKE A DUCK AND QUACKS, IT'S A DUCK.

MR. KRANZ: RIGHT.

MR. STEWART: THE REALITY IS, MS. SUND WAS NOT LIVING AT 633 ALMA. AND THEY WERE LIVING AT CALIFORNIA, AND THERE WAS SUBLETTING GOING ON. IT JUST ALL MAKES SENSE.

MR. KRANZ: WHAT DID YOU FIND ON LEXISNEXIS THAT -- YOU JUST [?] -- THAT, THAT SAID ANYTHING ABOUT SUBLETTING?

MR. STEWART: I HAVE ON LEXISNEXIS -- NOTHING THAT SAYS ABOUT SUBLETTING.

MR. KRANZ: OH, I MISUNDERSTOOD. I THOUGHT YOU JUST SAID THAT.

MR. STEWART: IT BACKED UP --

MR. KRANZ: BACKED --

MR. STEWART: OUR SUSPICIONS THAT SHE WAS LIVING SOMEWHERE ELSE OTHER THAN 633 ALMA.

MR. KRANZ: SO, JUST TO CLARIFY: THERE WAS NOTHING ON LEXISNEXIS THAT SAID ANYTHING ABOUT SUBLETTING; CORRECT?

MR. STEWART: I THINK THAT'S AN ACCURATE STATEMENT.

MR. KRANZ: OKAY.

NOW, I WANT TO GO BACK TO MY QUESTION CAUSE I DON'T THINK I GOT AN ANSWER FROM YOU. SO, THE -- THIS LINK THAT YOU SAW, THAT YOU OPENED, RIGHT? YOU SAY THAT, THAT SOMEHOW CONFIRMED YOUR SUSPICION OR BELIEF THAT MS. SUND WAS SUB -- MS. SUND'S UNIT WAS BEING SUBLETTED --

MR. STEWART: YES.

MR. KRANZ: CORRECT? RIGHT?

MR. STEWART: THAT'S CORRECT.

MR. KRANZ: RIGHT. THAT'S, WASN'T -- THAT'S IMPORTANT IN TERMS OF THE ISSUES BEFORE US. ISN'T THAT RIGHT?

MR. STEWART: WELL IF --

MR. MCCONNELL: ASKED AND ANSWERED. SEVERAL TIMES.

MR. KRANZ: OKAY.

BY MR. KRANZ: SO, IF THAT WAS IMPORTANT, WHY DIDN'T YOU MAKE A COPY AT THE TIME?

MR. STEWART: I -- I COPIED THE LINK. IF YOU'D LIKE, I COULD SHOW EVERYBODY HERE AND GO IN MY INBOX AND SHOW YOU THE LINK. IT WAS A LINK; WHAT IT WAS, YOU FORWARDED IT ON AND IT GOES RIGHT TO IT. IT'S A SPIDERWEB TO THE ACTUAL SITE.

MR. KRANZ: RIGHT. I KNOW -- WE ESTABLISHED THAT IT WENT TO A SITE, WITHIN REFERENCE TO THE BEST OF YOUR RECOLLECTION, AND THE ADDRESS, RIGHT?

MR. STEWART: I DON'T RECALL.

MR. MCCONNELL: ASKED AND ANSWERED. ASKED AND ANSWERED.

MR. KRANZ: OKAY.

MR. KRANZ: SO -- NOW LET ME ASK YOU ABOUT THIS LETTER THAT YOU SAY -- THE AUGUST 28TH LETTER WHICH --

HEARING OFFICER: THE AUGUST 28TH LETTER?

MR. KRANZ: YEAH, THE LETTER -- I THINK IT'S AN AUGUST 28TH LETTER FROM THE LANDLORD --

MS. ROHRBACH: THE SECOND --

MR. KRANZ: NO, THE OTHER TO --

MR. STEWART: THERE WERE TWO LETTERS.

MR. MCCONNELL: WHICH LETTER ARE YOU REFERRING TO?

HEARING OFFICER: AUGUST 28TH.

MR. KRANZ: AUGUST 28TH.

HEARING OFFICER: OKAY.

(AT 1:37:07-1:38:30)

BY MR. KRANZ: NOW, YOU DIDN'T DRAFT THIS LETTER, RIGHT?

MR. STEWART: I ACTUALLY DID.

MR. KRANZ: OH, BUT PRESTON'S -- IT HAS PRESTON'S NAME ON IT.

MR. STEWART: I FORWARDED IT TO HIM. HE SAID PLEASE ADVISE AND THEN I DRAFTED THIS.

MR. KRANZ: OKAY.

NOW, AT THIS POINT YOU HAD BEEN -- WELL, AS I UNDERSTOOD YOUR TESTIMONY, THE -- THE - WHAT THIS LETTER MORE OR LESS SAYS IS THAT -- ONE OF THE THINGS IT SAYS IS THAT MS. SUND FASHIONED HER EMAIL NOT IN THE FORM OF A -- A REQUEST FOR THE LANDLORD'S PERMISSION, BUT RATHER, SAYING THIS WAS WHAT WAS GOING TO HAPPEN.

MR. STEWART: IT WAS COUCHED AS A DEMAND IS WHAT THIS LETTER SAYS.

MR. KRANZ: WELL, IT WASN'T A -- DIDN'T IT SAY, THIS WAS -- DIDN'T HER EMAIL SAY THAT THIS IS WHAT'S GOING TO HAPPEN; MY BOYFRIEND IS GOING TO MOVE IN ON SUCH AND SUCH A DATE, AND I'M HAVING A BABY?

MR. STEWART: YEAH, IT WASN'T REQUESTING FOR PERMISSION; THAT WAS A DEMAND.

MR. KRANZ: WELL WHAT WAS THE DEMAND?

MR. STEWART: IT WAS ONE OF A SERIES --

MR. KRANZ: NO, BUT WHAT -- LET'S GO BACK TO THE EMAIL.

WHY WAS THE EMAIL A DEMAND AS COMPARED TO JUST SAYING, THIS IS WHAT'S GOING TO HAPPEN?

MR. STEWART: THE PROPER PROCEDURE FOR SOMEBODY TO MOVE SOMEBODY MOVE IN IS TO ASK FOR PERMISSION: I WOULD LIKE TO MOVE IN MY SIGNIFICANT OTHER. PLEASE ADVISE ON WHAT ARE THE STEPS TO DO THIS.

MR. KRANZ: WELL, I'LL MOVE TO STRIKE AS UNRESPONSIVE.

(AT 1:44:42-1:50:41)

(BY MR. KRANZ): YOU SAID YOU SAW -- WELL, YOU SAID THAT YOU DON'T KNOW WHAT CORY LOOKS LIKE.

MR. STEWART: I SAID THAT I'VE ONLY SEEN HIS FACE ON THE COUCHSURFING, SO I WOULD NOT HAVE SEEN HIM IN PERSON.

MR. KRANZ: OKAY.

SO, AND YOU -- HOW MUCH TIME DO YOU SPEND ON THE PROPERTY?

MR. STEWART: VARIES. IT'S HARD TO SAY. WHEN I TAKE OVER A PROPERTY -- WELL, I GUESS I'M GOING TOO FAR -- BUT WHEN I TAKE OVER A PROPERTY, I USUALLY SPEND QUITE A BIT IN THE FIRST COUPLE OF MONTHS AT THE PROPERTY.

MR. KRANZ: AND SO WHEN WAS THAT HERE?

MR. STEWART: THIS WOULD HAVE BEEN END OF JUNE, AND JULY AND AUGUST. SO I WOULD HAVE SPENT PROBABLY THREE OR FOUR DAYS A WEEK COMING AND GOING FROM THE PROPERTY.

MR. KRANZ: AND AT THAT TIME DID YOU KNOW WHAT -- DID YOU HAVE AN UNDERSTANDING OR A BELIEF AS TO WHAT CORY LOOKED LIKE?

MR. STEWART: NO.

MR. KRANZ: OKAY.

SO YOU WOULDN'T KNOW WHETHER IF YOU -- WHETHER HE WAS THERE OR NOT.

MR. KRANZ: NO.

MR. KRANZ: OKAY.

YOU SAID THAT YOU SAW AN INTERNATIONAL COUPLE, I THINK. IS THAT CORRECT?

MR. STEWART: THAT'S CORRECT.

MR. KRANZ: AND DID YOU SPEAK TO THEM?

MR. STEWART: I DID.

MR. KRANZ: OKAY.

MR. STEWART: I SAW THEM IN THE HALL.

MR. KRANZ: AND DID YOU ASK THEM ANY QUESTIONS.

MR. STEWART: I SAID, OH, HI GUYS, AND GOT COMPLETELY IGNORED. THEY PUT THEIR HEADS DOWN AND WALKED AWAY, WHICH WAS, LIKE, REALLY SUSPICIOUS. I WAS LIKE, THAT WAS BIZARRE.

MR. KRANZ: AND WHAT MADE YOU BELIEVE THAT THEY WERE AN INTERNATIONAL COUPLE?

MR. STEWART: BECAUSE THEY WERE TALKING IN GERMAN, OR SOMETHING THAT -- WELL, I DIDN'T UNDERSTAND. I DON'T KNOW WHAT LANGUAGE IT WAS, BUT IT WAS SOME EASTERN EUROPEAN LANGUAGE.

MR. KRANZ: OKAY. AND, AND WHAT ABOUT THEM MADE YOU THINK THAT THEY WERE RESIDING IN MS. SUND'S UNIT?

MR. STEWART: THEY CAME OUT OF IT.

MR. KRANZ: OH, OKAY. AND IS THAT REFLECTED IN ANY OF THE REPORTS THAT WE HAVE? THE INVESTIGATIVE REPORTS? DO YOU KNOW?

MR. STEWART: NOT THAT I'M AWARE OF.

MR. KRANZ: OKAY. IS THERE A REASON FOR THAT?

MR. STEWART: REASON FOR WHAT?

MR. KRANZ: FOR WHY THAT'S NOT INCLUDED. IN, IN THE INVESTIGATIVE REPORTS.

MR. MCCONNELL: OBJECTION. THE INVESTIGATOR DID THE REPORT; HE DIDN'T DO THE REPORT. THE INVESTIGATOR CAN TALK ABOUT WHAT IS AND IS NOT IN HIS REPORT.

HEARING OFFICER: YOUR TESTIMONY HAS JUST BEEN THAT THIS WAS YOUR OBSERVATION?

MR. STEWART: I SAW IT PERSONALLY, YES.

MR. KRANZ: DID YOU EVER TELL ANYBODY ABOUT IT?

MR. STEWART: I DID.

MR. KRANZ: DID YOU TELL THE INVESTIGATOR?

MR. STEWART: YES, I BELIEVE I DID.

MR. KRANZ: AND, AND AS I -- IT SOUNDS LIKE YOU DON'T KNOW WHY HE WOULDN'T HAVE INCLUDED THAT IN HIS REPORT?

MR. MCCONNELL: ASKED AND ANSWERED.

MR. STEWART: I TOLD --

MR. MCCONNELL: DON'T ANSWER --

MR. STEWART: SORRY.

MR. MCCONNELL: -- IF I OBJECT. LET HER TELL -- UNLESS SHE INSTRUCTS YOU TO.

HEARING OFFICER: OKAY --

MR. KRANZ: WELL, I THINK THAT GOT -- GOT CUT OFF.

HEARING OFFICER: YOU CAN ASK THE QUESTION AGAIN.

MR. KRANZ: OKAY.

MR. KRANZ: BUT YOU DON'T KNOW WHY THAT WAS NOT INCLUDED IN HIS REPORT?

MR. STEWART: I BELIEVE I TOLD HIM SOMEWHERE LATER IN THE DISCUSSIONS THAT I HAVE OBSERVED MULTIPLE -- OR, IN THE BEGINNING WHEN -- THE INVESTIGATION THAT WERE PEOPLE COMING AND GOING FROM THE UNIT? BUT I DON'T KNOW TO WHAT EXTENT IT WAS

TRANSLATED TO HIM. IT WOULD HAVE BEEN THROUGH MY ATTORNEY. SO, I DIDN'T PERSONALLY CALL UP THE INVESTIGATOR MYSELF AND TELL HIM THAT.

MR. KRANZ: DO YOU -- OKAY. SO, DID YOU -- SO YOU SAW MULTIPLE DIFFERENT PEOPLE COMING AND GOING FROM THE UNIT?

MR. STEWART: IT WAS REPORTED -- I SAW MYSELF AS WELL -- PEOPLE THAT I ACTUALLY, WHO I -- PROCESS OF ANALYSIS, THAT WAS NOT -- THERE WAS NO WAY SHE WAS PREGNANT, SO OF ALL THE PIECES DIDN'T MATCH; THAT'S WHAT DRIVE ME TO THE CONCLUSION.

MR. KRANZ: SO OTHER PEOPLE -- SO OTHER PEOPLE TOLD YOU THEY SAW PEOPLE COMING AND GOING FROM THE UNIT.

MR. STEWART: THAT IS CORRECT. THAT'S HOW IT STARTED. IT WAS REPORTED TO US FROM TENANTS IN THE BUILDING.

MR. KRANZ: AND WHAT OTHER PEOPLE ARE THOSE?

MR. STEWART: PEOPLE THAT LIVE IN 633 ALMA.

MR. KRANZ: AND WHICH OTHER PEOPLE? DO YOU REMEMBER?

MR. STEWART: I KNOW FOR SURE THE ONES THAT REPORTED IT TO ME USED TO LIVE IN APARTMENT 1, AND 2. AND THEN TO THOMAS, WHO WAS THE OTHER SUPERVISOR, HE HAD REPORTS FROM A COUPLE OF UNITS AND I'M NOT SURE EXACTLY WHICH ONES.

MR. KRANZ: M-HM. AND YOU HAVE VIDEO CAMERAS IN DIFFERENT PLACES IN THE BUILDING, CORRECT?

MR. STEWART: WE DO NOT HAVE VIDEO CAMERAS. WE HAVE CAMERAS AT THE ENTRANCES ON THE FIRST LEVEL.

MR. KRANZ: DO THEY MAKE RECORDINGS?

MR. STEWART: THEY DO. YEAH.

MR. KRANZ: OKAY.

AND, DO YOU HAVE -- AND THERE'S ALSO A CAMERA ON MS. SUND'S FLOOR, CORRECT?

MR. STEWART: THAT'S THE FIRST FLOOR.

MR. KRANZ: THE FLOOR THAT SHE LIVES ON.

MR. STEWART: YEAH. TYPICALLY WHAT WE DO IS WE PUT IN CAMERA SYSTEMS -- AND THERE WAS CAMERA SYSTEMS BEFORE -- BUT WE TYPICALLY PUT CAMERAS WHEN WE TAKE OVER AT THE ENTRANCES AND THE EXITS. AND IF YOU GO TO THE BUILDING, YOU'LL NOTICE THE FRONT OF THE BUILDING HAS CAMERAS, AND THE BACK WHERE MS. SUND'S UNIT IS, THERE'S AN EMERGENCY EXIT RIGHT THERE ON THE FIRST FLOOR, WHICH IS AN EASY ENTRANCE POINT. WE COVER THE ENTRANCES AND THE EXITS.

MR. KRANZ: OKAY, AND HOW LONG HAS THE CAMERA BEEN IN THE, IN THE FRONT OF THE BUILDING?

MR. STEWART: I DON'T KNOW.

MR. KRANZ: OKAY. HOW LONG HAS THE CAMERA BEEN -- AT THE BACK OF MS. SUND'S FLOOR?

MR. STEWART: SOME TIME. IT'S JUST, FEW MONTHS.

MR. KRANZ: SO WAS IT --

MR. STEWART: SOME TIME THIS SPRING.

MR. KRANZ: AND THE OTHER CAMERA WAS IN LONG, HAD BEEN IN PRIOR TO THAT? THE CAMERA IN THE FRONT OF THE BUILDING?

MR. STEWART: WE HAVE MULTIPLE CAMERAS. THERE'S, I THINK, FIVE CAMERAS ON SITE.

MR. KRANZ: OKAY.

MR. STEWART: AND THERE'S ACTUALLY ANOTHER SIX THAT ARE GONNA BE INSTALLED THIS WEEK.

MR. KRANZ: SO, GOING BACK TO MY QUESTION, THERE'S A CAMERA WHEN -- IN THE FRONT OF THE BUILDING THAT SHOWS PEOPLE COMING AND GOING IN THE FRONT?

MR. STEWART: SIR, THERE'S MULTIPLE CAMERAS IN THE FRONT OF THE BUILDING.

MR. KRANZ: OKAY, AND HOW LONG HAVE THOSE CAMERAS BEEN THERE?

MR. STEWART: I DON'T KNOW.

MR. KRANZ: OKAY. HAVE THEY BEEN THERE LONGER THAN THE CAMERA THAT WAS INSTALLED SORT OF TOWARDS THE BACK OF WHERE MS. SUND'S APARTMENT IS?

MR. STEWART: ONE YES, ONE NO. I MEAN, ONE'S NEW, ONE'S OLD.

MR. KRANZ: OKAY. AND THOSE CAMERAS -- DO ANY OF THOSE CAMERAS HAVE A -- RECORD PEOPLE COMING AND GOING FROM HER APARTMENT?

MR. STEWART: THE CAMERAS ARE NOT FOR REPORTING PEOPLE COMING AND GOING.

MR. KRANZ: THAT'S NOT MY QUESTION.

MR. STEWART: THAT'S WHAT YOU JUST ASKED ME.

MR. KRANZ: NO, THE QUESTION WAS, DO THEY RECORD THAT?

(AT 1:51:04-1:53:45)

A: THERE ARE CAMERAS THAT SHOW AND PEOPLE COMING FROM MULTIPLE DOORS ON THE FIRST FLOOR.

MR. KRANZ: AND DOES THAT INCLUDE MS. SUND'S APARTMENT?

MR. STEWART: MS. SUND'S APARTMENT IS ALSO COVERED IN THIS PROXIMITY; THAT'S CORRECT.

MR. KRANZ: AND ARE THERE CAMERAS THAT SHOW PEOPLE COMING AND GOING FROM THE FRONT DOOR?

MR. STEWART: THERE SURE ARE.

MR. KRANZ: OH, OKAY. SO -- AND WHAT -- WHAT RECORDINGS DO YOU HAVE OF THESE PEOPLE WHO YOU CLAIM HAVE BEEN -- HAD KEYS TO GO IN AND OUT OF MS. SUND'S APARTMENT?

MR. STEWART: I DO NOT HAVE ANY.

MR. KRANZ: OKAY. AND DID YOU CHECK? TO SEE IF THERE WOULD BE ANY?

MR. STEWART: DID I CHECK? I DIDN'T PERSONALLY CHECK; NO.

MR. KRANZ: HAS ANYBODY CHECKED?

MR. STEWART: IN THE LAST FOUR MONTHS, THERE'S BEEN SOMEBODY THAT'S CHECKED THE CAMERAS AND SHOWN THAT NOBODY HAS BEEN SLEEPING IN THAT APARTMENT.

MR. KRANZ: OKAY.

MR. STEWART: AND I HAD TO SPECIFICALLY GO THERE, AND IDENTIFY WHICH WAS THE APARTMENT -- WE HAD TO POINT TO FIGURE OUT WHICH CAMERA, WHICH ENTRANCE BECAUSE IT SHOWS -- ON ONE CAMERA IT SHOWS SIX OR EIGHT DOORS. SO WE HAD TO FIGURE OUT WHICH DOOR WAS MS. SUND'S.

MR. KRANZ: SO, WHAT I UNDERSTAND YOUR TESTIMONY TO SAY IS THAT, IN THE LAST SEVERAL MONTHS, THERE'S -- THERE WAS NO RECORDING THAT SHOWS ANYBODY COMING IN AND OUT OF MS. SUND'S APARTMENT WHO WAS SUBLETTING?

MR. STEWART: THAT'S ACCURATE.

MR. KRANZ: OKAY. WHAT ABOUT BEFORE THAT? DO YOU HAVE -- BEFORE THE LAST FEW MONTHS -- WHAT RECORDINGS DO YOU HAVE THAT SHOW PEOPLE COMING IN AND OUT OF MS. SUND'S APARTMENT?

MR. STEWART: WE DON'T.

MR. KRANZ: NOW, THAT'S AN IMPORTANT ISSUE FOR THIS. YOU WOULD AGREE, RIGHT?

MR. STEWART: YEAH --

MR. KRANZ: THAT IS, WHETHER -- THAT SHE'S SUBLETTING.

MR. STEWART: IF I THOUGHT IT WAS AN IMPORTANT ISSUE, I WOULD HAVE PRODUCED THE FOOTAGE. WE DIDN'T PRODUCE THE FOOTAGE.

MR. KRANZ: OKAY. SO YOU DON'T THINK IT'S AN IMPORTANT ISSUE WHETHER OR NOT SHE'S SUBLETTING HER APARTMENT?

MR. MCCONNELL: CAN I ASK THE RELEVANCE OF WHAT THIS IS?

HEARING OFFICER: I --

MR. MCCONNELL: HEARING OFFICER, YOU DECIDE WHAT IS RELEVANT OR NOT --

HEARING OFFICER: I MEAN, I DON'T NEED TO HEAR MORE QUESTIONS ABOUT WHETHER SOMEONE THINKS -- JUST ASK THE QUESTION.

MR. KRANZ: IS THERE A REASON YOU HAVEN'T PRODUCED ANY OF THOSE RECORDINGS OF MS. SUND'S DOOR AND PEOPLE COMING IN AND OUT?

MR. STEWART: BECAUSE THE SYSTEM THAT WE PUT IN IS AN AUTO LOOP RECORDING SYSTEM: IT RELOOPS OVER ITSELF. IT'S NOT -- THE INTENDED PURPOSE IS TO BE A DETERRENT FROM PEOPLE COMING AND GOING, NOT THE INTENTION OF PROVING THAT NOBODY'S SLEEPING AT THAT UNIT.

(AT 1:54:43-1:55:58)

(BY MR. KRANZ): OTHER THAN THE GERMAN COUPLE, HAVE YOU SPOKEN TO ANYBODY ELSE WHO WAS -- WHO YOU SAY, WHO HAS HAD KEYS AND WHO WAS GOING IN AND OUT OF MS. SUND'S UNIT?

MR. STEWART: I DID NOT.

MR. KRANZ: OKAY. AND DO YOU KNOW OF ANYBODY ELSE WHO HAS SPOKEN TO ANYBODY WHO'S GONE IN AND OUT OF MS. SUND, MS. SUND'S UNIT?

MR. STEWART: OFFHAND I DON'T KNOW.

MR. KRANZ: OKAY.

MR. STEWART: I KNOW THAT IT WAS REPORTED TO ME THAT THE MANAGERS, THE TENANTS HAD REPORTED SEEING OTHER PEOPLE. WHETHER THEY SPOKE WITH THEM OR NOT, I DO NOT KNOW. BUT THEY HAVE BEEN OBSERVED.

MR. KRANZ: RIGHT. AND -- AND SO HAS ANY ATTEMPT BEEN MADE TO IDENTIFY ANY OF THESE PEOPLE WHO YOU CLAIM WERE GOING IN AND OUT OF MS. SUND'S UNIT?

MR. STEWART: JUST IN THE RENT INCREASE NOTICE. I LISTED THEM AS SUBSEQUENT OCCUPANTS.

MR. KRANZ: RIGHT. MY QUESTION WAS, HAS ANY ATTEMPT BEEN MADE TO IDENTIFY THESE PEOPLE?

MR. STEWART: NO.

(AT 1:56:12-1:57:29)

A: I HAVE A RESIDENT MANAGER THAT LIVES IN THE BUILDING.

MR. KRANZ: OKAY, SO SHE'S ON SITE CONSTANTLY? IS THAT YOUR UNDERSTANDING?

MR. STEWART: YOU'LL HAVE TO ASK HER.

MR. KRANZ: OKAY, YOU DON'T KNOW. OKAY.

MR. STEWART: I DON'T KNOW HER HOURS.

MR. KRANZ: OKAY. SO, HAS ANYBODY -- TO THE BEST OF YOUR KNOWLEDGE, HAS ANYBODY ON BEHALF OF THE PROPERTY OWNER, THE LANDLORD, BEEN ASKED TO INQUIRE OF SOMEBODY STAYING IN THE UNIT, OTHER THAN MS. SUND, WHO THEY ARE?

MR. STEWART: THIS HAS BEEN A NON-ISSUE FOR SIX MONTHS. NOBODY ELSE HAS BEEN OBSERVED COMING AND GOING UNTIL SHORTLY AFTER THE COSTA-HAWKINS IN SEPTEMBER.

MR. KRANZ: SO YOUR ANSWER IS NO; IS THAT CORRECT?

MR. STEWART: MY ANSWER IS NOBODY TOOK THE EFFORT TO STOP SOMEBODY AND SAY WHO IS YOUR NAME. NO, I DON'T KNOW OF ANYBODY DOING THAT. NOR DO I THINK WE WOULD.

MR. KRANZ: AND WHY IS THAT?

MR. STEWART: WHAT IS THE RELEVANCE OF ASKING?

MR. KRANZ: NOBODY ASKED YOU A QUESTION --

MR. STEWART: NO, NOT -- NOT THE CASE. WHAT'S THE RELEVANCE OF ASKING SOMEBODY WHO'S COMING AND GOING OUT OF AN APARTMENT -- IF THEY HAVE KEYS, THERE'S AN ASSUMED -- AUTHORITY HAS BEEN GIVEN FROM AN INDIVIDUAL TO THAT PERSON. SO THAT WOULDN'T BE IN MY SPACE TO SAY, WHO GAVE YOU THOSE KEYS?

(AT 2:07:07-2:01:10)

MR. KRANZ: DID YOU EVER -- AT SOME POINT YOU LEARNED THAT -- THAT THE -- THAT MS. SUND WAS INDEED PREGNANT?

MR. STEWART: THAT IS CORRECT.

MR. KRANZ: AND DID YOU LEARN THAT SHE HAD HAD A BABY? AT SOME POINT?

MR. STEWART: I DID NOT LEARN THAT SHE ACTUALLY HAD A BABY.

MR. KRANZ: SO, WAS TODAY THE FIRST TIME THAT YOU HEARD ABOUT THAT?

MR. STEWART: NO. I THINK THERE WAS DISCUSSIONS BETWEEN YOU AND MR. WASSERMAN. THAT AT SOME POINT -- THAT YOU ADMITTED THAT SHE HAD A BABY.

MR. KRANZ: OKAY. SO, THE PRIVATE INVESTIGATOR'S REPORT, WHICH DOCUMENTS -- I MEAN, THAT, MANY TIMES -- YOU NEVER REVIEWED THAT, I GUESS?

MR. STEWART: NOT REALLY.

MR. KRANZ: WHAT DOES NOT REALLY MEAN?

MR. STEWART: NOT REALLY, I PROBABLY BREEZED THROUGH IT.

MR. KRANZ: OH, SO YOU WERE GIVEN A COPY OF IT.

MR. MCCONNELL: IT'S ALL RIGHT.

MR. STEWART: AT SOME POINT, I THINK I DID .

MR. KRANZ: DO YOU REMEMBER WHEN?

MR. STEWART: NO.

MR. KRANZ: CAN YOU GIVE - CAN YOU ESTIMATE WHEN?

MR. STEWART: NO.

(AT 2:01:27-2:01:55)

(BY MR. KRANZ): SO, AND AT SOME POINT YOU LEARNED THAT -- YOU LEARNED ABOUT CORY, CORRECT?

MR. STEWART: LEARNED WHAT ABOUT CORY?

MR. KRANZ: THAT THERE WAS THIS PERSON NAMED CORY WHO SHE HAD A RELATIONSHIP WITH.

MR. STEWART: YEAH, I ACTUALLY FOUND A BABY REGISTRY IN LINE -- ON LINE IN JULY OR AUGUST. BETWEEN -- THE TWO PARTIES HAD A CUTE LITTLE BLURB ABOUT THEM HAVING A BABY, AND THE DUE DATE'S OCTOBER, AND THIS AND THAT; WE'RE REGISTER HERE AND --

(AT 2:02:33-2:03:09)

Q: SO, AT THAT POINT -- AND DID YOU -- AT THAT POINT, THEN, DID YOU -- AT THAT POINT, NOBODY ON BEHALF OF THE PROPERTY OWNER CONTACTED MS. SUND AND SAID, YOU KNOW, YOU HAVE THE RIGHT TO HAVE CORY AND THE BABY LIVING AT THE UNIT; IS THAT CORRECT?

MR. STEWART: I THINK THE DOCUMENTS I PRODUCED SPEAK FOR THEMSELVES.

MR. MCCONNELL: CORRECT.

MR. KRANZ: AND WHICH DOCUMENTS ARE RESPONSIVE TO THAT?

MR. STEWART: THE LETTERS THAT WE WROTE.

(AT 2:04:58-2:05:44)

(BY MR. KRANZ): NOW, DO YOU REMEMBER -- DO YOU RECALL WHETHER YOU LEARNED THAT BEFORE YOU, YOU SAID -- BEFORE AUGUST 28TH?

MR. STEWART: LEARNED WHAT?

MR. KRANZ: THAT MS. SUND WAS HAVING A BABY.

MR. STEWART: I -- DON'T RECALL EXACTLY WHEN I LEARNED THAT.

MR. KRANZ: OH, OKAY.

MR. STEWART: I DON'T KNOW IF IT WAS BETWEEN THE LOOKING UP OF THE RESEARCH OR FIGURING OUT WHAT WAS GOING ON, WHY SHE WASN'T LIVING IN THE UNIT -- WHETHER IT WAS THE BABY REGISTRY, OR THE EMAIL. BUT I BELIEVE WE PROBABLY FOUND OUT BEFORE.

MR. KRANZ: BEFORE THE LETTER OF AUGUST 28TH?

MR. STEWART: BEFORE.

HEARING OFFICER: AUGUST 24TH, WAS IT?

MR. STEWART: YEAH.

MR. MCCONNELL: AUGUST 24TH WAS THE DATE OF HER LETTER.

MR. STEWART: YES.

HEARING OFFICER: HER EMAIL WAS AUGUST 24TH.

(BY MR. KRANZ): SO, IT WAS BEFORE THAT THAT --

MR. STEWART: I BELIEVE SO, BUT I'M NOT SURE.

RE-CROSS

(AT 2:11:09-2:14:06)

BY MR. KRANZ: SO LUCKY, I THINK YOU SAID THAT AFTER MS. SUND -- AFTER, LIKE, SAY AUGUST OR SEPTEMBER THERE WERE -- THERE WAS SUBLETTING AFTER -- THAT CONTINUED IN TERMS OF PEOPLE COMING IN AND OUT OF THE -- OF THE HER UNIT? THAT THERE WAS --

MR. STEWART: YEAH, I BELIEVE IT WENT THROUGH TO SEPTEMBER OR SOME PERIOD IN SEPTEMBER OR --

MR. KRANZ: OKAY.

MR. STEWART: -- WAS THE LAST REPORTED TO US.

MR. KRANZ: OKAY. SO -- SO YOUR UNDERSTANDING AND TESTIMONY IS THAT, TO THE BEST OF YOUR KNOWLEDGE IT STOPPED IN SEPTEMBER. IS THAT RIGHT?

MR. STEWART: THE LAST THAT IT WAS REPORTED TO US WAS PROBABLY SEPTEMBER.

MR. KRANZ: OKAY. AND, SO -- AND THAT WAS, YOU KNOW -- WE KNOW, WE KNOW THAT, YOU KNOW, THAT SOME MONTHS BEFORE THAT YOU ALREADY WERE CONCERNED ABOUT THE SUBLETTING AS AN ISSUE, RIGHT?

MR. STEWART: ABSOLUTELY.

MR. KRANZ: OKAY. AND SO -- AND SO, CONCERNING THE RECORDINGS THAT, THAT THERE WERE OF, YOU KNOW, IN SEPTEMBER, OR AUGUST, OR JULY, WHAT ATTEMPTS WERE MADE TO LOOK AT THOSE RECORDINGS TO IDENTIFY PEOPLE WHO YOU SAY WERE SUBLETTING THE UNIT?

MR. STEWART: I DIDN'T MAKE ANY ATTEMPTS.

MR. KRANZ: DO YOU KNOW IF ANYBODY DID?

MR. STEWART: NOT THAT I'M AWARE OF.

MR. KRANZ: OKAY. AND YOU WOULD EXPECT THAT YOU WOULD BE NOTIFIED ABOUT THAT GIVEN YOUR POSITION?

MR. STEWART: I DON'T KNOW.

MR. KRANZ: OKAY, WHO WOULD YOU EXPECT TO BE NOTIFIED?

MR. MCCONNELL: THAT CALLS FOR SPECULATION.

MR. KRANZ: WELL, HE CAN SAY HE DOESN'T -- THAT DOESN'T CALL --

HEARING OFFICER: OKAY --

MR. KRANZ: WHO DO YOU EXPECT WOULD BE NOTIFIED ON BEHALF OF THE PROPERTY MANAGER?

MR. STEWART: YOU'RE, YOU'RE ASKING A REALLY CONFUSING QUESTION ABOUT REVIEWING. I WOULD HAVE BEEN THE PERSON INSTRUCTING SOMEBODY TO REVIEW THEM PROBABLY, WHICH DIDN'T OCCUR.

MR. KRANZ: OKAY. SO YOU DIDN'T INSTRUCT ANYBODY TO REVIEW THE -- ANY RECORDINGS --

MR. STEWART: IN SEPTEMBER, NO.

MR. KRANZ: OKAY. AND WHY WAS THAT?

MR. STEWART: WASN'T PLANNING ON BEING HERE, PROBABLY. I DON'T KNOW. THAT'S A -- SEPTEMBER WAS A LONG TIME AGO.

MR. KRANZ: YOU JUST DON'T REMEMBER? IS THAT YOUR BEST TESTIMONY?

MR. STEWART: I DON'T RECALL.

MR. KRANZ: OKAY. AND YOU DON'T THINK THAT HAVING PICTURES OF PEOPLE WHO WERE SUBLETTING WOULD HAVE BEEN USEFUL TO THE -- TO THE PROPERTY MANAGER? OR, TO THE LANDLORD, I MEAN?

MR. STEWART: I THINK PHYSICAL OBSERVATION IS MORE CREDIBLE WITH THE INDIVIDUAL.

MR. KRANZ: YOU THINK THAT HAVING A RECORDING OF SOMEBODY COMING IN AND OUT, IS THAT RIGHT?

MR. MCCONNELL: THAT'S NOT WHAT HE'S --

MR. STEWART: THAT'S NOT WHAT I SAID.

I SAID, VISUAL, OR HAVING AN INDIVIDUAL THAT ACTUALLY SAW PEOPLE COMING AND GOING, COMING AND GOING FROM THE UNIT, OR RESIDENTS IN THE BUILDING THAT WERE REPORTING IT, I THINK, IS MORE CREDIBLE. BECAUSE, A PICTURE CAN BE ANYTHING. OH, THAT'S A CAT- --A CAT WALKER OR A DOG WALKER, OR ANYTHING COULD HAVE BEEN FROM A PICTURE, BUT TO ACTUALLY PHYSICALLY SEE WHAT I SAW, AND WHAT I SAW WAS TWO INTERNATIONAL PEOPLE WITH THEIR LUGGAGES COMING DOWN THE HALL AND LEAVING THE UNIT, JUST LIKE I DESCRIBED.

Attachment 7

EXCERPTS FROM URSULA MORALES'S TESTIMONY

DIRECT EXAMINATION

(AT 2:17:09-2:17:31)

MR. MCCONNELL: AND WHAT ARE YOUR GENERAL HOURS?

MS. MORALES: I LIVE ON SITE, SO I'M THERE 24/7 IN AND OUT, BUT I DO HAVE ANOTHER OFF-SITE PROPERTY. I WORK FROM HOME, THOUGH, TUESDAYS, THURSDAYS, AND I'M HOME ON THE WEEKENDS. I'M AVAILABLE BY PHONE AND EMAIL 24/7.

MR. MCCONNELL: AND, HOW MANY UNITS ARE THERE AT THE BUILDING?

MS. MORALES: EIGHTEEN.

(AT 2:19:28-2:20:09)

MR. MCCONNELL: HAVE YOU EVER HAD OCCASION TO SPEAK TO TENANTS IN THE BUILDING ABOUT COMINGS AND GOINGS OF PEOPLE IN UNIT 5?

MS. MORALES: YES, I WAS INFORMED JUST OF STRANGERS COMING IN AND OUT; I'VE HAD NOISE COMPLAINTS AS WELL, OR THE SMELL OF SMOKE.

MR. MCCONNELL: AND WHO -- WHO TOLD YOU THAT?

MS. MORALES: A DIRECT NEIGHBOR, NUMBER 6.

MR. MCCONNELL: NOW WHERE'S NUMBER 6 IN -- IN LOCATION TO UNIT 5?

MS. MORALES: DIRECTLY ACROSS.

MR. MCCONNELL: AND WHAT'S THAT NEIGHBOR'S NAME?

MS. MORALES: HER NAME IS MARISSA WILLIAMS.

MR. MCCONNELL: ALL RIGHT. AND HOW DID THAT CONVERSATION COME ABOUT?

MS. MORALES: OH, SHE INFORMED ME OF HER COMPLAINT SHE WAS WRITING.

(AT 2:20:16-2:20:55)

MR. MCCONNELL: I SEE. AND WHAT DID SHE SAY SPECIFICALLY? IN THAT COMPLAINT?

MS. MORALES: IT WAS ABOUT NOISE, AND THEN A SMELL OF SMOKE.

MR. MCCONNELL: AND THIS NOISE, IT HAD BEEN OCCURRING IN THE PAST, OR WAS OCCURRING --

MS. MORALES: I THINK SHE WAS ACTUALLY WRITING IN THE MOMENT.

MR. MCCONNELL: I SEE. OKAY. DID YOU -- WHAT STEPS DID YOU TAKE ONCE YOU HEARD THAT?

MS. MORALES: I LOOKED INTO IT. I WENT DOWNSTAIRS ACTUALLY TO SEE OR SMELL ANYTHING MYSELF. AND THAT WAS IT. I -- IT WAS -- I REMEMBER IT AS BEING -- IT WAS A LATE NIGHT, TOO. SO I DIDN'T BOTHER ANYONE, NOR DID I KNOCK. BUT I JUST WENT TO GO TO SEE MYSELF.

(AT 2:22:24-2:22:45)

HEARING OFFICER: WHEN WAS THAT COMPLAINT MADE BY THE -- UNIT 6 ABOUT THE NOISE AND THE SMOKING?

MS. MORALES: IT WAS OVER THE HOLIDAYS.

HEARING OFFICER: OKAY.

MS. MORALES: NOVEMBER, OCTOBER. AFTER OCTOBER.

HEARING OFFICER: AFTER OCTOBER, OR --

MS. MORALES: YES.

HEARING OFFICER: YOU RECALL ABOUT WHEN?

MS. MORALES: BECAUSE IT WAS WHEN I WAS FIRST BEING INFORMED OF RESIDENTS. SO MAYBE -- I'M GONNA SAY NOVEMBER? DECEMBER?
(AT 2:24:28-2:28:46)

MR. KRANZ: NOW, DURING THE HOLIDAYS, YOU SAID THERE WAS AN INCIDENT WHERE ONE OF THE TENANTS COMPLAINED ABOUT NOISE AND SMOKE OR SOMETHING LIKE THAT -- RIGHT?

MS. MORALES: M-HM.

MR. KRANZ: RIGHT. AND YOU WENT TO -- YOU WENT TO THE UNIT?

MS. MORALES: YEAH. I JUST WENT DOWN TO THE HALLWAY, THE BELOW LEVEL WHERE IT WAS COMING FROM.

MR. KRANZ: AND WHAT -- WHAT DID YOU OBSERVE?

MS. MORALES: I HEARD SOME NOISE, BUT NOTHING OUT OF THE ORDINARY. I DID NOT KNOCK ON THE DOOR. IT WAS JUST NORMAL TV KIND OF RUCUS STUFF.

MR. KRANZ: UH-HUH. DID YOU HEAR A TELEVISION?

MS. MORALES: YES.

MR. KRANZ: OKAY. AND -- YOU'VE OBSERVED PEOPLE COMING IN AND OUT OF --

HAVE YOU PERSONALLY OBSERVED PEOPLE COMING IN AND OUT OF MS. SUND'S UNIT OTHER THAN MS. SUND?

MS. MORALES: NO. AND I'VE NEVER OBSERVED MS. SUND EITHER.

MR. KRANZ: ALL RIGHT. AND I KNOW YOU'VE BEEN SITTING HERE, SO YOU'VE BEEN LISTENING TO --

HAVE YOU -- BEFORE TODAY, WERE YOU AWARE THAT THERE WERE TENANTS WHO CLAIMED THAT THEY'D SEEN PEOPLE COMING IN AND OUT OF MS. SUND'S UNIT?

MS. MORALES: YES.

MR. KRANZ: OKAY. HAVE YOU EVER SPOKEN TO ANY OF THOSE
TENANTS --

MS. MORALES: YES.

MR. KRANZ: -- ABOUT THAT?

YEAH? OKAY.

AND WHICH TENANTS HAVE YOU SPOKEN TO?

MS. MORALES: AS I SAID, MARISSA WILLIAMS.

MR. KRANZ: OKAY; ANYBODY ELSE?

MS. MORALES: NO.

MR. KRANZ: OKAY. AND HOW MANY TIMES DID YOU SPEAK WITH HER
ABOUT IT?

MS. MORALES: MAYBE A COUPLE OF TIMES. MORE THAN ONCE.

MR. KRANZ: OKAY, AND WHEN WAS THAT?

MS. MORALES: MAYBE A MONTH AGO, AT THE LATEST.

MR. KRANZ: OKAY. SO SHE SAW SOMEBODY COMING IN AND OUT OF
THE UNIT A MONTH AGO?

MS. MORALES: NO, NOT SPECIFICALLY COMING OUT OF THE UNIT.

MR. KRANZ: OH.

MS. MORALES: JUST SPECIFICALLY SEEING IF JESSICA'S COMING
IN. NOT OTHER PEOPLE.

MR. KRANZ: OKAY. SO -- I'M LIMITING THE QUESTIONS, THEN,
TO YOUR CONVERSATIONS WITH MS. --

MS. MORALES: WILLIAMS.

MR. KRANZ: -- WILLIAMS ABOUT PEOPLE OTHER THAN JESSICA, OR
CORY, COM- -- GOING IN AND OUT OF THE UNIT. SO, DID YOU EVER
SPEAK WITH HER ABOUT THAT? WITH MS. WILLIAMS ABOUT OTHER PEOPLE
COMING IN AND OUT OF THE UNIT?

MS. MORALES: IN THE PAST, YES.

MR. KRANZ: OKAY, AND WHEN WAS THAT?

MS. MORALES: THAT WAS IN NOVEMBER, DEC- -- OVER THE HOLIDAY TIME.

MR. KRANZ: OKAY. AND YOU HAD HOW MANY CONVERSATIONS WITH HER?

MS. MORALES: IT WAS ONE EMAIL. AT THE TIME I WAS GETTING THE SAME COMPLAINTS.

MR. KRANZ: OKAY, THR SAME COMPLAINTS. WHAT WERE THOSE?

MS. MORALES: WITH THE SMOKE. THERE WAS SMOKING AND NOISE.

MR. KRANZ: OKAY. SO HOW MANY OF THOSE COMPLAINTS DID YOU GET?

MS. MORALES: JUST ONE.

MR. KRANZ: OKAY. OKAY. SO, I'M A LITTLE CONFUSED. SO WHEN -- WAS IT ONE CONVERSATION THAT YOU HAD WITH MS. WILLIAMS?

MS. MORALES: YEAH. YES.

MR. KRANZ: OKAY. SO THERE'S ONE CONVERSATION WHERE SHE TOLD YOU THAT THERE WERE PEOPLE COMING IN AND OUT OF THE UNIT --

MS. MORALES: M-HM.

MR. KRANZ: -- AND THAT WAS THE SAME TIME WHEN THERE WAS NOISE AND __ WERE SMOKE AND YOU WENT DOWN TO THE UNIT, RIGHT?

MS. MORALES: YES.

MR. KRANZ: OKAY. AND DID YOU ASK HER WHAT THE PEOPLE LOOKED LIKE?

MS. MORALES: NO.

MR. KRANZ: OKAY.

MS. MORALES: NO. IT WASN'T MORE ABOUT THE PEOPLE, IT WAS MORE THE NOISE.

MR. KRANZ: OKAY. OKAY. WELL, DID SHE SAY TO YOU THAT SHE THOUGHT THERE WERE PEOPLE SUBLETTING THE UNIT?

MS. MORALES: NO.

MR. KRANZ: SO, DID -- HAS ANYBODY SAID THAT TO YOU?

MS. MORALES: NO.

MR. KRANZ: OKAY. OKAY. SO, AS YOU SIT HERE TODAY, YOU DON'T HAVE ANY INFORMATION ABOUT, ONE WAY OR ANOTHER, WHETHER THE UNIT WAS SUBLET; CORRECT?

MS. MORALES: NO.

MR. MCCONNELL: I'M GOING TO OBJECT TO THAT QUESTION. YOU ASKED HER, HAD ANYBODY SAID TO HER ABOUT SUBLETTING. YOU DIDN'T ASK HER -- AND SHE REPEATED SUCH SEVERAL TIMES -- AND THEN YOU SAY, THEREFORE, SITTING HERE TODAY YOU HAVE NO INFORMATION ABOUT SUBLETTING. THAT IS A LEADING -- THAT IS A QUESTION THAT CAN CONFUSE A WITNESS BECAUSE IT DRAWS UPON A FACT PREMISE THAT DIDN'T EXIST.

MR. KRANZ: THAT'S MUCH TOO COMPLICATED FOR ME. SO LET ME JUST ASK HER --

MR. KRANZ: DO YOU HAVE ANY INFORMATION ABOUT THE UNIT BEING -- THAT YOU WOULD CONSIDER EVIDENCE OF THE UNIT BEING SUBLET?

MS. MORALES: NO.

MR. KRANZ: THANK YOU.

OKAY, SO I DON'T HAVE ANY OTHER QUESTIONS OF THIS WITNESS.

HEARING OFFICER: SO I'M JUST GOING TO CLARIFY AGAIN: IT WAS JUST THAT ONE COMPLAINT OVER THE HOLIDAYS ABOUT NOISE AND SMOKE COMING FROM THE UNIT?

MS. MORALES: M-HM, M-HM.

HEARING OFFICER: THAT MS. WILLIAMS MADE?

MS. MORALES: YES.

HEARING OFFICER: AND THAT WAS THE EXTENT OF THE COMPLAINT?

MS. MORALES: YES.

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**PROOF OF SERVICE
Case Number T18-0018**

I, the undersigned, certify and attest as follows:

I am over the age of eighteen years and am not a party to the cause within. My business address is 639 San Gabriel Avenue, Albany, California 94706.

On January 24, 2019, I caused the within:

**RESIDENTIAL RENT ADJUSTMENT PROGRAM—
PETITIONER JESSICA SUND'S BRIEF IN SUPPORT OF APPEAL:
ATTACHMENTS TO APPEAL**

to be served by first class mail, postage prepaid, on Respondent's representatives. addressed as follows:

c/o Russell B. Flynn
Vernon Street Apartments, LP, aka Flynn Family Holdings, LLC
1717 Powell Street # 300
San Francisco, California 94133

Gregory McConnell
The McConnell Group
300 Frank Ogawa Plaza Suite # 460
Oakland , California 94607

Executed in Albany in the County of Alameda, California, on January 24, 2019.

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

Gloria Reynolds
Gloria Reynblds

CITY OF OAKLAND



250 FRANK H. OGAWA PLAZA , SUITE 5313 · P.O. BOX 70243 · OAKLAND, CA 94612-2034

Housing and Community Development Department
Rent Adjustment Program

TEL (510) 238-3721
FAX (510) 238-6081
CA RELAY 711

ORDER RE APPEAL HEARING

Re: Case No. T18-0018 Sund v. Vernon Street Apartments aka Flynn Family
Address: 633 Alma Ave., No. 5, Oakland, CA

Background: On March 12, 2019, staff sent the tenant representative a notice of deficiency on the grounds that the tenant did not serve the appeal on the opposing party, and notified the owner representative, that a deficiency letter would be sent to the tenant representative. Based on that information the owner did not file his reply to the tenant appeal.

Upon further review of the file, the tenant representative did serve the appeal on the owner. However, staff did not notify the owner of this fact. In order to provide the owner the opportunity to file a response to the tenant appeal and an opportunity for the tenant to respond to the owner's response,

GOOD CAUSE APPEARING, the Hearing Officer shall grant a postponement of the appeal hearing scheduled for May 23, 2019, and the hearing shall be re-scheduled. A notice of appeal shall be sent under separate cover.

Date: May 7, 2019

A handwritten signature in black ink, appearing to read 'Barbara Kong-Brown', written over a horizontal line.

Barbara Kong-Brown
Senior Hearing Officer
Rent Adjustment Program

000264

PROOF OF SERVICE
Case Number T18-0018

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

Order re Appeal Hearing

Manager

Thomas Preston
633 Alma Avenue
Oakland, CA 94619

Manager

Ursula Morales
633 Alma Avenue
Oakland, CA 94619

Owner

Vernon Street Apartments
LP aka Flynn Family Holdings, LLC
1717 Powell Street #300 c/o Russell B. Flynn
San Francisco, CA 94133

Owner Representative

Gregory McConnell
The McConnell Group
300 Frank Ogawa Plaza Suite # 460
Oakland, CA 94607

Owner Representative

JR McConnell
The McConnell Group
300 Frank Ogawa Plaza Suite #460
Oakland, CA 94607

000265

Tenant

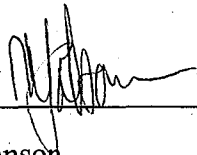
Jessica Sund
633 Alma Avenue #5
Oakland, CA 94610

Tenant Representative

Paul Kranz
639 San Gabriel Avenue
Albany, CA 94706

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.

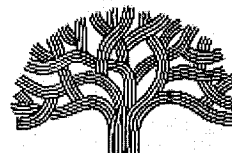
I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **May 09, 2019** in Oakland, CA.



Nia Johnson

Oakland Rent Adjustment Program

CITY OF OAKLAND



250 Frank H. Ogawa Plaza, Suite 5313 (Oakland, California 94612-2034)

Community and Economic Development Agency
Rent Adjustment Program

(510) 238-3721

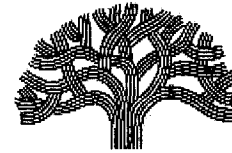
FAX (510) 238-3691

TDD (510) 238-3254

RJ MA

CITY OF OAKLAND

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM



Housing and Community Development 2019 JUL -1 PM 3: 50
Rent Adjustment Program
250 Frank H. Ogawa Plaza, Suite 5313
Oakland, CA 94612

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

REQUEST TO CHANGE DATE OF PROCEEDING

IMPORTANT INFORMATION: A request for a change of the date of hearing or mediation must be submitted on this form as early as possible. You must sign this request. **Documentation verifying the reason for the request must be attached to this form.** A postponement may only be granted for good cause shown and in the interests of justice. The agreement of the parties to a postponement is not good cause, by itself. Only one postponement may be granted to a party unless the party shows extraordinary circumstances. The maximum postponement granted is usually 20 days. **Before submitting this request, you must try to reach an agreement with the other party(ies) for a new date for the proceeding.** If you provide two alternate hearing dates, the hearing will be set on one of the agreed dates, if the date is available on the hearing calendar. If it is not available, another date will be chosen.

Case Number(s): T18-0018 Date of Scheduled Hearing/Mediation: July 25, 2019

Lead Case Title: Sund v. Vernon St. Apartments, LP aka Flynn Family Holdings, LLC

Name of Party Requesting Postponement: Gregory McConnell, Owner Representative

Contact Telephone Number: 510-834-0400 FAX Number (not required): _____

I request postponement of the hearing stated above because:
[If you need more space, attach additional sheets.]

Due to pre-arranged travel plans our office will be closed July 19 - 26, 2019 therefore we will not be available to represent our clients on July 25, 2019. Attached, please find copies of flight and lodging reservations for Gregory McConnell and Gregory (JR) McConnell, Jr.

The parties agree that the hearing may be postponed to _____ or _____.
(Agreed dates will be honored by the Rent Adjustment Program if)

OR

I contacted the opposing party(ies) and we were unable to agree on a date for the re-scheduled hearing.

* Due to time constraints, we have not contacted the opposing parties to find an agreeable date.

I declare under penalty of perjury pursuant to the laws of the State of California that the information provided in support of this request is true and correct.

Date: 7/1/19

(Signature)

THE HEARING DATE IS NOT CHANGED UNLESS THIS REQUEST IS GRANTED IN WRITING.



Confirmation Code:

[Redacted]

Traveler

Gregory McConnell

E-Ticket: [Redacted]

MP#: Alaska [Redacted]

Seats: SFO-SJD 2D

Flight

Alaska Alaska 1278

First Class (P) | Nonstop

Distance: 1,249 mi | Duration: 3h 20m

Departs

San Francisco (SFO)

Fri, Jul 19

10:00 am

Arrives

Cabo San Lucas/Los Cabos (SJD)

Fri, Jul 19

2:20 pm

Flight Total for 1 passenger: \$434.93

The American Express ending with ***** [Redacted] has been charged a total of USD \$434.93.

| | |
|--------------------------|----------|
| Total per passenger | \$434.93 |
| Fare | \$377.00 |
| Base fare | \$377.00 |
| Taxes and fees | \$57.93 |
| Mexico tourism tax | \$29.23 |
| US int'l departure tax | \$18.60 |
| US psgr. facility charge | \$4.50 |
| US Sept. 11 security fee | \$5.60 |

Each ticket and any booking or change fees will be a separate charge on your credit card statement.

For additional assistance with your reservation, call us at 1-800-252-7522 for assistance.



Confirmation Code:

Traveler

Gregory McConnell

E-Ticket:

MP#: Alaska

Seats: SJD-SFO 6C

Flight Alaska 1279
Main (Q) | Nonstop
Distance: 1,249 mi | Duration: 3h 0m

Departs Cabo San Lucas/Los Cabos (SJD)
Sat, Jul 27
3:25 pm

Arrives San Francisco (SFO)
Sat, Jul 27
5:25 pm

Flight Total for 1 passenger: \$328.08

The American Express ending with **** has been charged a total of USD \$328.08.

Table with 2 columns: Description and Amount. Rows include Total per passenger (\$328.08), Fare (\$243.00), Base fare (\$243.00), Taxes and fees (\$85.08), Seat upgrade total (\$49.00), Gregory McConnell, 1 seat (\$49.00), Seat upgrade purchase (\$47.10), and Taxes (\$1.90).

Each ticket and any booking or change fees will be a separate charge on your credit card statement.

For additional assistance with your reservation, call us at 1-800-252-7522 for assistance.



Confirmation Code:

Travelers

Name: Gregory McConnell Jr
E-Ticket:
MP#: Alaska
Seats: SFO-SJD 25C
SJD-SFO 21C

Name: Kituria McConnell
E-Ticket:
MP#: Alaska MVP
Seats: SFO-SJD 25D
SJD-SFO 21D

Flight
Alaska Alaska 1278
Main (Q) | Nonstop
Distance: 1,249 mi | Duration: 3h 20m

Departs
San Francisco (SFO)
Fri, Jul 19
10:00 am

Arrives
Cabo San Lucas/Los Cabos (SJD)
Fri, Jul 19
2:20 pm

Alaska Alaska 1279
Main (Q) | Nonstop
Distance: 1,249 mi | Duration: 3h 0m

Cabo San Lucas/Los Cabos (SJD)
Sat, Jul 27
3:25 pm

San Francisco (SFO)
Sat, Jul 27
5:25 pm

Flight Total for 2 passengers: \$1,238.62

The VISA ending with ***** has been charged a total of USD \$1,238.62.

Table with 2 columns: Description and Amount. Rows include Total per passenger (\$619.31), Fare (\$486.00), Base fare (\$486.00), Taxes and fees (\$133.31), and various taxes like Mexico airport dept. tax (\$40.05).

Each ticket and any booking or change fees will be a separate charge on your credit card statement.
For additional assistance with your reservation, call us at 1-800-252-7522 for assistance.

JR McConnell

From: Kit McConnell [REDACTED]
Sent: Tuesday, June 11, 2019 11:17 AM
To: JR McConnell
Subject: Fw: Trade Request for 7/19-7/27/19

Kit

From: Owner Reservations <ownerreservations@villagroup.com.mx>
Sent: Friday, April 19, 2019 10:59 AM
To: 'Kit McConnell'
Subject: RE: Trade Request for 7/19-7/27/19

Dear Mrs. McConnell,

Please find below the confirmation for the reservation requested:

| | | |
|-----------------------------------|--------------------|-------------|
| Villa | 3507 | |
| Confirmation Number: | 111033 | |
| Guest Name: | Mrs. Kit McConnell | |
| Number of Guests: | | |
| Names and ages of Guests: | Name: | Age: |
| | | |
| | | |
| | | |
| | | |
| Arrival date: | July 19, 2019 | |
| Flight arrival time: | | |
| Departure date: | July 27, 2019 | |
| Departure time from the property: | | |
| Total Nights: | 08 | |
| Maid Service: | Every other day | |
| VLE Amenity package: | yes | |
| Basic arrival kit: | no | |
| Owner / Renter / Family/ Friend | Owner | |
| Guest E - m@il | | |

It is important to complete all the information above in order to provide a smoother and organized check in process and arrival serv

Basic arrival kit includes, 4 bottles of water, 1 kitchen paper towel, 2 coffee packages (2 cups each). Price \$209.00 pesos
Please provide e-mail address from Guest in order to be able to provide better pre arrival services.

Note: Please inform if you would need housekeeping services prior your guest arrival, it is very important to have this information if Guest is a Non Paying or Paying Guest in order to avoid any incorrect charges.

David Arroyo

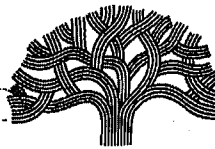
Owner Reservations Agent

Phone +52 624 145 69 00 Ext. 615

ownerreservations@villagroup.com.mx | www.villagroupresorts.com

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM
2019 JUL - 1 PM 3:51

000273



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

ORDER RE HEARING

Case No./Name: T18-0018, Sund v. Vernon St. Apartments, LP AKA Flynn Family Holdings, LLC

Property Address: 633 Alma Avenue, No. 5, Oakland, CA

Background: The Rent Adjustment Program received a request for a postponement of an appeal hearing from Gregory McConnell, the owner representative, on July 1, 2019, on the grounds that he has pre-arranged travel plans for the appeal hearing which is scheduled for July 25, 2019.

The Rent Ordinance Regulation 8.22.10(A) sets forth the "Good Cause" requirement for postponement of a hearing. Section 8.22.110(A) states that a postponement request shall be made at the earliest date possible after receipt of the notice of hearing with supporting documentation attached. The owner representative provided documentation in support of his request.

GOOD CAUSE APPEARING, the Appeal Hearing scheduled for July 25, 2019, at 7:00 p.m. is cancelled and shall be re-scheduled. A Notice of Hearing shall be sent under separate cover.

July 2, 2019

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

000274

PROOF OF SERVICE
Case Number T18-0018

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
Order Re Hearing

Manager
Thomas Preston
633 Alma Avenue
Oakland, CA 94619

Manager
Ursula Morales
633 Alma Avenue
Oakland, CA 94619

Owner
Vernon Street Apartments,
LP aka Flynn Family Holdings, LLC
1717 Powell Street #300 c/o Russell B. Flynn
San Francisco, CA 94133

Owner Representative
Gregory McConnell,
The McConnell Group
300 Frank Ogawa Plaza Suite # 460
Oakland, CA 94607

Owner Representative
JR McConnell,
The McConnell Group
300 Frank Ogawa Plaza Suite #460
Oakland, CA 94607

000275

Tenant

Jessica Sund
633 Alma Avenue #5
Oakland, CA 94610

Tenant Representative

Paul Kranz
639 San Gabriel Avenue
Albany, CA 94706

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **July 05, 2019** in Oakland, CA.



Brittini Lothlen

Oakland Rent Adjustment Program

Kong-Brown, Barbara

From: Paul Kranz <kranzlaw@sbcglobal.net>
Sent: Wednesday, September 9, 2020 9:50 PM
To: Kong-Brown, Barbara
Subject: Case T18-0018

[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.

Dear Ms. Kong Brown:

Following up on our phone call, these are the pages in the appellate materials the ORB sent out for our client's case that are illegible because these pages are virtually all in black: 1035, 0166, 0186, 0188 and 0189 and therefore cannot be read. On some, the pages numbers are also covered in black. Also, a large part of an additional page, number 0166, is also black, therefore unintelligible. In addition, there are attachments to our brief that are not included.

I am respectfully requesting that the hearing be postponed so that legible, complete copies of our submissions on behalf of our client be provided to the persons hearing the appeal. Otherwise, the lack of this evidence prejudices my client in the appeal. The Respondent has never served a response to our client's appeal. And what we have received from the ORB also reflects this. At this time therefore, there is no reason to believe that a short postponement to address the above would prejudice anyone.

I can offer to provide ORB with the clean, legible filed stamped copy of the appeal we submitted. Also, since I understand that ORB staff are working off-site because of the pandemic, I can arrange to provide the ORB with as many copies as ORB would require for future mailing, if that would be of assistance to the ORB.

Please contact me tomorrow. My cell phone number is (510) 593-7777.

Thank you.

Paul Kranz

LAW OFFICES OF PAUL L. KRANZ

639 San Gabriel Avenue

Albany, CA 94706

Telephones: (510) 549-5900 (office)

(510) 593-7777 (cell)

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. Please refer to the attached City of Oakland Rent Adjustment Program *Notice to Tenants of Residential Rent Adjustment Program*.

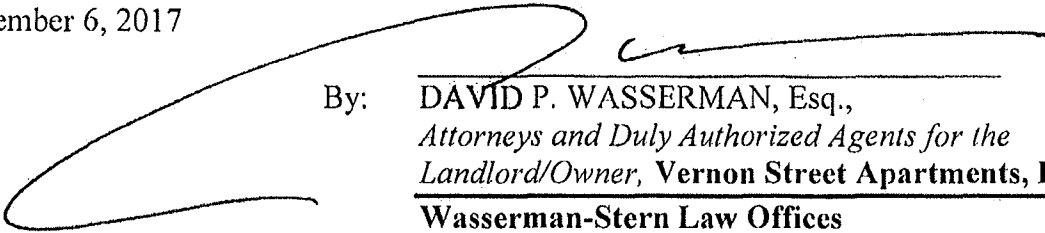
Rent increases imposed pursuant to the Costa-Hawkins Rental Housing Act are effective upon the expiration of the notice period prescribed by California Civil Code section 827 and are not governed by the Rent Adjustment Program..

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

WASSERMAN-STERN

Dated: September 6, 2017

By:



DAVID P. WASSERMAN, Esq.,
*Attorneys and Duly Authorized Agents for the
Landlord/Owner, Vernon Street Apartments, LP*

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

C. The City of Oakland's Prohibition Against Discrimination and Harassment, as Embodied in OMC Chapter 8.22, Provided the Hearing Officer With the Authority to Consider the Evident Discrimination and Harassment in This Case.

The laws of the State of California and the Housing Element of the General Plan of the City of Oakland prohibit arbitrary discrimination by landlords." (OMC § 8.22.300.) Basic fairness requires that a landlord must not terminate the tenancy of a residential tenant without good, just, non-arbitrary, non-discriminatory reasons. (*Ibid.*) The rising market demand for rental housing in Oakland creates an incentive for some landlords to engage in harassing behavior, including:

[R]epeated acts or omissions of such significance as to substantially interfere with or disturb the comfort, repose, peace or quiet of any person lawfully entitled to occupancy of such dwelling unit and that cause, are likely to cause, or are intended to cause any person lawfully entitled to occupancy of a dwelling unit to vacate such dwelling unit or to surrender or waive any rights in relation to such occupancy

(See OMC § 8.22.610E, .8.22.640A(15).)

In sum, the purposes of Chapter 8.22 plainly include preventing discrimination and harassment. It is *impossible* to fulfill these purposes without considering evidence of either discrimination or of harassment when there is such evidence. Yet, the hearing officer made it clear during the initial May 30 hearing in this matter that she would not consider evidence of discrimination. Petitioner did not seek to have this evidence considered for the purpose of monetary damages or other affirmative relief. It was offered as a defense to the respondent's attempt to increase her rent and to thereby effectively evict her. The hearing officer's refusal to consider this evidence was error.

VII. Petitioner's Unit Is Not Exempt Under Costa Hawkins Since the Vacancy De-Control is Inapplicable Here.

The effect of section 1954.53, subdivision (a)⁵ of Costa-Hawkins is to permit landlords

⁵Subdivision (a) in relevant part provides that an owner of residential real property may establish the initial rental rate for a dwelling or unit.

B186



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

MEMO

To: File
From: Bkb
Re: Paul Krantz Request to Postpone Hearing
Date: 9/11/20

Mr. Krantz requested a postponement of the appeal hearing scheduled for September 2020, on September 9, 2020, on the following grounds:

- Several pages of his materials were illegible
 - Pages 1035, 0166, 0186, and 0189.
- Some attachments to his brief were not included

I granted the postponement because I did not have the file as I am working remotely and said I would review the file. I received the file today and reviewed the pages he cited.

Pages

- 1035-There is no such page. Page B135 is the second page of the tenant's appeal.
- B 0166-is page two of a letter dated 9/6/17 signed by David Wasserman and is legible.
- B0186-is page 13 of the tenant appellant's brief and is legible.
- B0188-is a proof of service of the tenant's amended brief to owner and owner representative is legible.
- B0189-is labeled Attachment 1 and is blank and is legible.

All the pages cited as being illegible by Mr. Krantz are legible.

In reviewing the tenant's attachments I note the following documents are illegible:

- **B170-This is a letter from Management to Jessica Sund dated 8/22/17.**
- **B0190-is an email dated 8/24/17 from Jessica Sund to Mr. Preston**
- **B192-This is a letter from Alma Apartments LP to Jessica Sund dated 2/28/27.**
- **B193-This is an envelope dated 9/7/17 addressed to Jessica Sund-**

Mr. Kranz also stated that his attachment consisting of 51 pages of transcript was not included in the board packet. There is a 25 page limit for appellant's briefs. These documents were properly excluded.

Alma Apartments, LP

633 Alma Ave
Oakland, CA 94610

August 22, 2017

Jessica Sund
633 Alma Apt. 5
Oakland, CA 94610

Dear Jessica Sund,

In the short time that we have taken over the management and ownership of the building, the managers have noticed and received complaints regarding an overwhelming amount of random visitors coming and going from unit 5. These visitors seem to have access and keys to come and go freely, yet you are not around. What is also troubling is that some of them have been disturbing your neighbors and this is their home.

Your neighbors and your landlord require cooperation and performance of the lease in place. This lease is in your name only. Your lease does not allow for you to sublet or assign any part of the premise.

Please review section 11. USE/OCCUPANCY and also Section 15. ASSIGNMENT AND SUBLETTING in your lease as we believe these are very clear and you have already exceeded the days.

Thank you in advance
Sincerely yours,

Management



Personal Email

Update

1 message

Thu, Aug 24, 2017 at 10:19 AM

From: Jessica Sand <jessica.sand@gmail.com>
To: t.pachon@gmail.com

August 24, 2017

Jessica Sand
603 Alma Ave. #8
Oakland, CA 94610
jessica.sand@gmail.com

Thomas Preston, Property Supervisor
Arma Apartments, LP
603 Alma Ave.
Oakland, CA 94610
(510) 775-1087
t.pachon@gmail.com

Dear Mr. Preston,

Please accept this email as written notice that my apartment will be moving into my apartment at 603 Alma Ave. #8, Oakland, CA 94610 this weekend, on August 26th or 29th, 2017. Also, I am pregnant and my baby is expected in October 2017. I am sending this email to you because I do not have a mailing address for you.

Thank you.

Sincerely,
Jessica Sand
(510) 308-9436

8/24/17 T. Preston sent email (above) no reply

8/28/17 T. Preston left message re: did you receive email sent 8/24/17? no reply

8/24/17 T. Preston left message " no reply

000283

Alma Apartments LP

633 Alma
Oakland, CA

Jessica Sund
633 Alma # 5
Oakland, Ca

August 28, 2017

RE: 633 Alma #5 demand.

Dear Ms. Sund:

Thank you for your email and voicemail.

The fundamental problem with your "request" is that it has been couched as a demand. As you know, the operative lease has a "no subletting/no assignment" clause and a "use/occupancy" provision. Nevertheless, this landlord is typically amendable to accommodate tenants who, in good faith, approach the landlord with a particular need which may justify a relaxation or suspension of a lease covenant. However, you did everything but make a reasonable and proper request. Rather, instead of making a request well in advance of the requested move-in date, and thereafter providing necessary information and documentation to management, you unilaterally stated that your significant other will be moving in the next day.

Please be advised that if he does move in, or has already moved in, your lease and tenancy will be terminated for unlawful subletting. If you would like to re-visit this issue down the road in a more appropriate fashion, then management may be more receptive. Until then however, the "no subletting" clause in the lease will not be waived and shall be strictly enforced.

This is written confirmation that your request has been denied. Should you have any further questions, please review the lease in which you signed and abide by it in its entirety.

Sincerely,



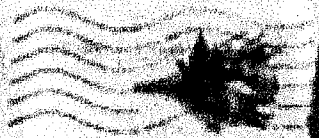
Thomas Preston

Property Supervisor

B/92

000284

OAKLAND CA 94615
OCT 28 2013 08:21



Justin Maysie Sand
All One Campaign
633 Alameda Street #45
Oakland, CA 94610

94610-2887105

B193

000285

CITY OF OAKLAND

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RENT ARBITRATION PROGRAM



Housing and Community Development
Rent Adjustment Program
250 Frank H. Ogawa Plaza, Suite 5313
Oakland, CA 94612

2019 SEP 17 PM 2:39

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

REQUEST TO CHANGE DATE OF PROCEEDING

IMPORTANT INFORMATION: A request for a change of the date of hearing or mediation must be submitted on this form as early as possible. You must sign this request. **Documentation verifying the reason for the request must be attached to this form.** A postponement may only be granted for good cause shown and in the interests of justice. The agreement of the parties to a postponement is not good cause, by itself. Only one postponement may be granted to a party unless the party shows extraordinary circumstances. The maximum postponement granted is usually 20 days. **Before submitting this request, you must try to reach an agreement with the other party(ies) for a new date for the proceeding.** If you provide two alternate hearing dates, the hearing will be set on one of the agreed dates, if the date is available on the hearing calendar. If it is not available, another date will be chosen.

Case Number(s): T18-0018 Date of Scheduled Hearing/Mediation: 09/26/19

Lead Case Title: Sund v. Vernon Street Apartments, LP

Name of Party Requesting Postponement: Gregory McConnell, Owner Representative

Contact Telephone Number: 510-834-0400 FAX Number (not required): _____

I request postponement of the hearing stated above because:
[If you need more space, attach additional sheets.]

Please see attached memorandum.

The parties agree that the hearing may be postponed to _____ or _____.
(Agreed dates will be honored by the Rent Adjustment Program if)

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I contacted the opposing party(ies) and we were unable to agree on a date for the re-scheduled hearing.

* Due to time constraints, we have not contacted the opposing parties to find an agreeable date.

I declare under penalty of perjury pursuant to the laws of the State of California that the information provided in support of this request is true and correct.

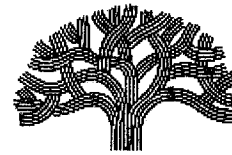
Date: 9/17/19

(Signature)

THE HEARING DATE IS NOT CHANGED UNLESS THIS REQUEST IS GRANTED IN WRITING.

CITY OF OAKLAND

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM



RC/MA

Housing and Community Development **2019 SEP 17 PM 2:39**
Rent Adjustment Program
250 Frank H. Ogawa Plaza, Suite 5313
Oakland, CA 94612

(510) 238-3721
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Date: 9/17/19

(Signature)

THE HEARING DATE IS NOT CHANGED UNLESS THIS REQUEST IS GRANTED IN WRITING.



THE McCONNELL GROUP

Consultants and Advocates

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2019 SEP 17 PM 2:39

Memorandum

To: Barbara Kong-Brown, Senior Hearing Officer

From: Gregory McConnell, Owner Representative

Date: 9/17/2019

Subject: Request for Continuance L19-0030, T19-0184 and T18-0018

As you recall, last week we had to make an emergency request for continuance in case# L19-0030, Alma Apartments LP v Tenants, 633 Alma. Since that time my wife has been diagnosed with a serious medical condition that requires my availability to care for her, which means I need to be available at a short moments notice. We just received this diagnosis yesterday and for the short term I must request that my hearings be continued (please see upcoming cases below). Once we get her stabilized and a complete plan for medical care, we can resume hearings on these cases. Given the RAP case load I will assume that it will be sometime in January, but I should be available early to mid-December.

Below is a list of cases that I request you continue. I am copying the tenants in each case.

| Hearing Date | Case# | Property Address |
|--------------|----------|---|
| 9/12/19 | L19-0030 | 633 Alma Ave. (Alma Apartments, LP v Tenants) |
| 9/23/19 | T19-0184 | 1470 Alice St., #206 (Beard v. Meridian Management Group) |
| 9/26/19 | T18-0018 | 633 Alma Ave., #5 (Sund v. Vernon Street Apartments, LP) |

Please confirm that these cases will be continued.

Thank you



Greg McConnell

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

ORDER RE APPEAL HEARING

Re: Case No. T18-0018, Sund v. Vernon Street Apartments, LP

Address: 633 Alma Avenue, No. 5, Oakland, CA

Background: On September 17, 2019, staff received a request from Gregory McConnell, owner representative, for a continuance of the appeal hearing scheduled for September 26, 2019, due to a family medical condition.

The Rent Ordinance Regulation 8.22.110(A) sets forth the "Good Cause" requirement for postponement of a hearing. Section 8.22.110(A) states that a postponement request shall be made at the earliest date possible after receipt of the notice of hearing with supporting documentation attached.

GOOD CAUSE APPEARING, the Hearing Officer shall grant the postponement and the hearing shall be re-scheduled. A notice of appeal shall be sent under separate cover.

Date: September 20, 2019

A handwritten signature in black ink, which appears to read "Barbara Kong-Brown". The signature is written over a horizontal line.

Barbara Kong-Brown
Senior Hearing Officer
Rent Adjustment Program

000289

PROOF OF SERVICE
Case Number T18-0018

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 document 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:

Document Included

Order Re Appeal Hearing

Managers

Thomas Preston & Ursula Morales
633 Alma Avenue
Oakland, CA 94619

Owner

Vernon Street Apartments, LP aka Flynn Family Holdings, LLC
C/O Russell B. Flynn
1717 Powell Street #300
San Francisco, CA 94133

Owner Representatives

Gregory McConnell & JR McConnell
The McConnell Group
300 Frank Ogawa Plaza Suite #460
Oakland, CA 94607

Tenant

Jessica Sund
633 Alma Avenue #5
Oakland, CA 94610

Tenant Representative

Paul Kranz
639 San Gabriel Avenue
Albany, CA 94706

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

000290

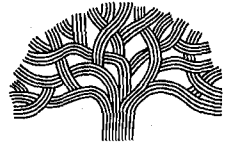
Service on that same day with first class postage thereon fully prepaid in the ordinary course of business.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **September 24, 2019** in Oakland, CA.



Ava Silveira
Oakland Rent Adjustment Program

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

ORDER RE APPEAL HEARING

Re: Case No. and Name: T18-0018, Sund v. Vernon Street Apartments, LP

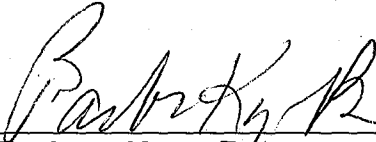
Address: 633 Alma Avenue, No. 5, Oakland, CA

Background: On March 11, 2020, staff received a request from Gregory McConnell, owner representative, to change the date of proceeding for the appeal hearing scheduled for March 12, 2020, due to a medical condition.

The Rent Ordinance Regulation 8.22.110(A) sets forth the "Good Cause" requirement for postponement of a hearing. Section 8.22.110(A) states that a postponement request shall be made at the earliest date possible after receipt of the notice of hearing with supporting documentation attached.

GOOD CAUSE APPEARING, the Hearing Officer shall grant the postponement. A new notice of appeal hearing shall be sent under separate cover.

Date: March 11, 2020


Barbara Kong-Brown
Senior Hearing Officer
Rent Adjustment Program

000292

PROOF OF SERVICE

Case Number T18-0018

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

Order re Appeal Hearing

Manager

Thomas Preston
633 Alma Avenue
Oakland, CA 94619

Ursula Morales
633 Alma Avenue
Oakland, CA 94619

Owner

Vernon Street Apartments, LP aka Flynn Family Holdings, LLC
1717 Powell Street #300 c/o Russell B. Flynn
San Francisco, CA 94133

Owner Representative

Gregory McConnell, The McConnell
Group
300 Frank Ogawa Plaza Suite # 460
Oakland, CA 94607

JR McConnell, The McConnell Group
300 Frank Ogawa Plaza Suite #460
Oakland, CA 94607

Tenant

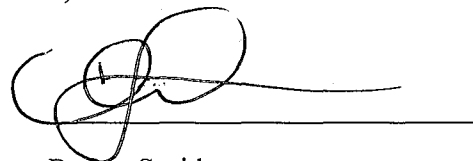
Jessica Sund
633 Alma Avenue #5
Oakland, CA 94610

Tenant Representative

Paul Kranz
639 San Gabriel Avenue
Albany, CA 94706

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 **March 12, 2020** in Oakland, CA.



Raven Smith

Oakland Rent Adjustment Program

000293



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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: T18-0018, Sund v. Vernon Street Apartment LP aka Flynn Family Holdings LLC

APPEAL HEARING: April 22, 2021

PROPERTY ADDRESS: 633 Alma Street, No. 5
Oakland, CA

APPEARANCES: Paul Kranz Tenant Appellant Representative
Greg McConnell Owner Respondent Representative

PROCEDURAL BACKGROUND

On November 29, 2017, the tenant filed a petition, contesting a proposed monthly rent increase from \$908.67 to \$2,095.00, effective December 1, 2017, on the following grounds:

- The increase exceeds the CPI Adjustment and is unjustified or greater than 10%.
- The proposed rent increase would exceed an overall increase of 30% in 5 years.
- The tenant wishes to contest an exemption from the Rent Adjustment Ordinance because the exemption was based on fraud or mistake.

The owner filed a timely response on April 2, 2018, stating that the rent increase is based on the Costa-Hawkins Act and that the original tenant no longer maintains this unit as her primary place of residence.

The tenant also alleged that the unit was not exempt under Costa-Hawkins as stated in the Notice to Change Terms of Tenancy rent increase notice.

RULING ON THE CASE

On December 20, 2018, the Hearing Officer issued a decision denying the petition on the grounds that: (1) the tenant no longer permanently resides at 633 Alma

Street, Unit 5, in Oakland, California, at least since July 1, 2017, and that it is more likely than not that the tenant has not occupied the unit as her primary residence since at least July 2017. Therefore, the petition was denied on the grounds that the tenant lacks standing to file this petition.

The Hearing Officer found that: (1) the owner's agent testified credibly that he had received multiple complaints about strangers going in and out of the tenant's unit with keys to the unit while the tenant was nowhere to be seen; (2) an internet search by the owner's agent showed listings by the tenant's boyfriend, purporting to rent out an unspecified unit on couch surfing sites as well as a baby registry for the tenant and her boyfriend; and (3) the investigator's report provided by the owner indicated that the tenant was not longer permanently residing at the address since July 1, 2017.

GROUND FOR APPEAL

The tenant appealed the hearing decision on the following grounds:

- The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations, or prior decisions of the Board.
- The decision is inconsistent with decisions issued by other Hearing Officers.
- 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 tenant was denied a sufficient opportunity to present her claim or respond to the petitioner's claim.

Specifically, the tenant contends that the hearing decision constitutes an abuse of discretion, that the selective use of evidence, the mischaracterization and misstatements of other evidence, and lack of plain objectivity, as evidenced by the decision, demonstrates a judgment inconsistent with logic and the facts. The decision consistently relied on evidence that was inadmissible, while ignoring other material. The decision demonstrates a lack of objectivity and a prejudice toward the tenant petitioner.

The tenant further contends that the Hearing Officer arrived at the unwarranted conclusion that the petitioner's testimony that she temporarily moved from the Alma Street address to the California Street address in October 2017 after her request to have her boyfriend move into her unit was denied, is simply "Not credible." The petitioner contends that this constitutes a constructive eviction because the rent increase sought means she would no longer be able to reside in her unit, and that she had a right to have the father of her expected child move in with her.

The tenant also contends that the evidence submitted by the Respondent is to be viewed with distrust and rejected because it failed to produce employee witnesses claimed to have relevant information, video footage, etc. The Respondent's three witnesses each offered contradicting or inconsistent evidence regarding its claims.

Finally, the tenant contends that the owner failed to produce sufficient evidence that she was renting out her unit for short term rentals. The rent increase constitutes discrimination because it is illegal to discriminate in housing based on pregnancy or family status, under both state and federal law and agency regulation. The notice of rent increase is retaliation because the owner served the rent increase within days after the tenant sought to exercise certain rights provided to her by law.

BOARD APPEAL DECISION

After arguments and rebuttal made by both parties, Board questions to the parties and Board discussion, Chair Stone moved to remand the hearing decision to the Hearing Officer, with instructions that the tenant had standing to file the petition, and the Hearing Officer is directed to determine whether the rent increase was valid under California Civil Code §1954.53 (d) (2) based on whether the tenant is no longer a permanent resident of the unit. S. Devuono-Powell seconded. A. Graham offered a friendly amendment to make this appeal decision precedential regarding standing, which was not accepted by Chair Stone.

The Board voted as follows:

Aye: T. Hall, A. Graham, R. Stone, S. Devuono-Powell
Nay: B. Scott, K. Sims
Abstain: None

The Motion carried.

Chanee Franklin Minor
Program Manager
HCD/Rent Adjustment Program

5/21/21

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

DATE

PROOF OF SERVICE
Case Number T18-0018

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

Thomas Preston
633 Alma Avenue
Oakland, CA 94610

Manager

Ursula Morales
633 Alma Avenue
Oakland, CA 94610

Owner

Vernon Street Apartments, LP aka Flynn Family Holdings, LLC
1717 Powell Street #300 c/o Russell B. Flynn
San Francisco, CA 94133

Owner Representative

Gregory McConnell, The McConnell Group
300 Frank Ogawa Plaza Suite # 460
Oakland, CA 94607

Owner Representative

JR McConnell, The McConnell Group
300 Frank Ogawa Plaza Suite #460
Oakland, CA 94607

Tenant

Jessica Sund
633 Alma Avenue #5
Oakland, CA 94610

Tenant Representative

Paul Kranz
639 San Gabriel Avenue
Albany, CA 94706

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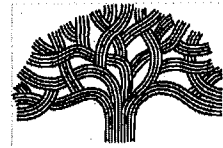
thereon fully prepaid in the ordinary course of business.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.
Executed on **May 21, 2021** in Oakland, CA.

Brittini Lothlen

Brittini Lothlen
Oakland Rent Adjustment Program

000298



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Housing and Community Development Department
Rent Adjustment Program

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

REMAND HEARING DECISION

CASE NUMBER: T18-0018 Sund v. Vernon Street Apartments, LP

PROPERTY ADDRESS: 633 Alma Avenue, Unit 5, Oakland, CA

HEARING DATE: May 30, 2018
June 4, 2018

DECISION DATE: December 20, 2018

DATE OF APPEAL HEARING: April 22, 2021

DATE OF APPEAL DECISION: May 21, 2021

DATE OF REMAND DECISION: January 21, 2022

INTRODUCTION

A Hearing Decision in this case was issued on December 20, 2018. The Hearing Decision denied the tenant's petition contesting a rent increase, ruling that the rent increase is a permissible Costa Hawkins increase because the tenant no longer permanently resides at 633 Alma Street, Unit 5, in Oakland, California, and has not occupied the unit as her primary residence since at least July 2017. Therefore, the Hearing Officer denied the petition on the grounds that the tenant lacks standing to file the petition.

The owner filed an Appeal, which was heard by the Board on April 22, 2021. The Board remanded the case to the Hearing Officer, with instructions that the tenant had standing to file the petition. The Board directed the Hearing Officer to determine whether the rent increase was valid under California Civil Code §1954.53(d)(2) based on whether the tenant is no longer a permanent resident of the unit.

EVIDENCE

Petitioner Jessica Sund filed a tenant petition on November 29, 2017, contesting a monthly rent increase from \$908.67 to \$2,095.00 effective December 1, 2017.

The owner filed a timely response to the petition, claiming that the contested rent increase is a valid Costa Hawkins rent increase under California Civil Code

§1954.53(d)(2) because the petitioner, who was the original occupant, no longer permanently resides at the subject property as her primary place of residence.

A review of the evidence presented at the underlying hearing and the Hearing Decision shows the following:

Is the tenant no longer a permanent resident of the subject property?

The agent of the owner, Lucky Stewart, testified that shortly after acquiring the Alma street property in June of 2017, he received multiple complaints from tenants about strangers going in and out of the petitioner's unit freely, with keys to the unit, while the petitioner herself was nowhere to be seen. He also personally observed a blonde couple exiting the petitioner's unit with luggage, speaking a foreign language, and ignoring his attempts to communicate. Based on this information, he did an internet search that revealed a baby registry for the petitioner and her boyfriend, Cory Hamrick, as well as rental listings by Mr. Hamrick, purporting to rent out an unspecified unit on couch surfing sites. He testified that this search further fueled his suspicions that the petitioner did not reside in the subject unit and that instead, the petitioner was unlawfully subletting her unit to short-term tenants.

The tenant herself testified that she moved in with her boyfriend Cory Hamrick temporarily, who resides at 3024 California Street in Oakland, California. She testified that she moved to the California street address in October of 2017. As of the date of the hearing, she was still residing primarily at the California street address and has no immediate plans to move back into the Alma street apartment. She further testified that she only visits the Alma street apartment once or twice a week, to water the plants and check on the apartment, but she does not carry out daily living activities in the Alma street unit. She does not sleep there, or cook there on a regular basis. Finally, she testified that she has been paying her rent for the Alma street apartment.

Don MacRitchie, a private investigator, testified that he was retained to investigate the tenancy of the petitioner. During his investigation, he completed two database searches, one in December of 2017, and one in May of 2018. He prepared two Investigator Reports based on his findings, one for the petitioner, Jessica Sund, and one for her boyfriend, Cory Hamrick.¹

His investigation of the petitioner, Jessica Sund, indicated that she first reported 633 Alma Street, Unit 5, as her current address on August 28, 2008. The database searches show that she subsequently reported 3024 California Street as her current address for the first time on July 1, 2017, and again in August of 2017. The California street address continued to be reported as her current address as recently as May 2018. On the other hand, the most recent reporting date for the Alma street address in any of the databases was December 5, 2017.

¹ Exhibits 7 and 8

His investigation of Cory Hamrick indicated that Mr. Hamrick's current place of residence is 3024 California Street. Mr. Hamrick first reported the California street address as his address in April of 1999. The California street address continued to be reported as his sole current address as recently as March 27, 2018. Mr. Hamrick is the current owner of the California street property. The property is a two bedroom, one bathroom, single family home. Mr. Hamrick also claims a Homestead Exemption for the property. Mr. MacRitchie testified that a Homestead Exemption applies if the property is the owner's principal place of residence, and it allows the owner to claim a property tax deduction. The Tax Assessor's office also confirmed that the mailing address of record for the property is the California street address. His investigation also indicates that Mr. Hamrick is currently registered to vote at 3024 California Street. Finally, the database searches did not show any reports of the Alma street address as being associated with Mr. Hamrick.

In addition to the database searches, Mr. MacRitchie testified that he also interviewed other tenants at 633 Alma street. He interviewed the tenants after the first day of hearing in this case, and prior to the second day of hearing. He testified that he spoke to four tenants, three of them were current tenants, and one was a former tenant. The current tenants were the tenants in unit 3, 4, and 6 who all believed the petitioner had lived elsewhere for quite a while. The former tenant was also the former property manager, Kathy Espinoza, who also believed the petitioner had been living elsewhere for quite some time.

Based on his investigation Mr. MacRitchie opined that a preponderance of the evidence supports a conclusion that Jessica Sund's permanent place of residence is not the subject property, 633 Alma Street, Unit 5, but rather 3024 California Street.

Finally, the Hearing Officer's onsite inspection of the Alma street apartment indicates that the petitioner does not live there. The apartment was sparse and the closet and refrigerator were empty. In addition, the apartment did not have any evidence of a child residing in the unit, aside from the rock and play and some diapers strategically laid out on a counter. The apartment did not have toys or any other children's furniture.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Costa-Hawkins

California Civil Code Section 1954.53(d) states in part:

(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 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....

The testimony and documentary evidence presented at the underlying hearing constitute substantial evidence that the petitioner no longer permanently resides at the subject unit as her primary residence but rather 3024 California Street, and has not occupied the subject unit as her primary permanent residence since at least July 1, 2017. Therefore, the contested rent increase is valid under California Civil Code §1954.53(d)(2).

ORDER

1. Tenant Petition T18-0018 is denied

2. The contested rent increase is valid because the tenant is no longer a permanent resident of 633 Alma Street, Unit 5, Oakland, California, and has not resided at this address since July of 2017.

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) calendar days after service of the decision. The date of service is shown on the attached Proof of Service. If the Rent Adjustment Office is closed on the last day to file, the appeal may be filed on the next business day.

Dated: January 21, 2022

Maimoona Ahmad

Maimoona S. Ahmad, Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE

Case Number: T18-0018

Case Name: Sund v. Vernon Street Apartments, LP aka Flynn Family Holdings, 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

Remand Hearing Decision

Manager

Thomas Preston
633 Alma Avenue
Oakland, CA 94610

Manager

Ursula Morales
633 Alma Avenue
Oakland, CA 94610

Owner

Vernon Street Apartments, LP aka Flynn Family Holdings, LLC
1717 Powell Street #300 c/o Russell B. Flynn
San Francisco, CA 94133

Owner Representative

Gregory McConnell, The McConnell Group
300 Frank Ogawa Plaza Suite # 460
Oakland, CA 94607

Owner Representative

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Tenant

Jessica Sund
633 Alma Avenue #5
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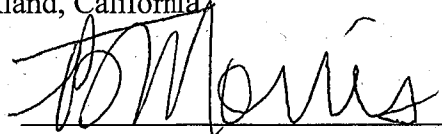
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Tenant Representative

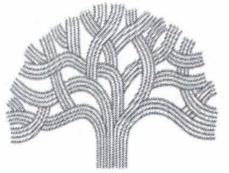
Paul Kranz
639 San Gabriel Avenue
Albany, CA 94706

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **January 25, 2022** in Oakland, California.

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

Teresa Brown-Morris
Oakland Rent Adjustment Program



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

For Rent Adjustment Program date stamp.

APPEAL

| | | |
|--|---|--|
| Appellant's Name JESSICA SUND | <input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant | |
| Property Address (Include Unit Number) 633 Alma Street, Unit 5, Oakland, CA 94610 | | |
| Appellant's Mailing Address (For receipt of notices) 633 Alma Street, Unit 5, Oakland, CA 94610 | Case Number T18-0018 | Date of Decision appealed January 21, 2022 |
| | Representative's Mailing Address (For notices) LAW OFFICES OF PAUL L. KRANZ 639 San Gabriel Avenue Albany, CA 94706 | |
| Name of Representative (if any) Paul L. Kranz, Esq., LAW OFFICES OF PAUL L. KRANZ | | |

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: 8.

- 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 _____, 20____, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first-class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

| | |
|------------------------|--|
| Name | Gregory McConnell, The McConnell Group |
| Address | 300 Frank Ogawa Plaza, Suite 460 |
| City, State Zip | Oakland, CA 94607 |
| Name | JR McConnell, The McConnell Group |
| Address | 300 Frank Ogawa Plaza, Suite 460 |
| City, State Zip | Oakland, CA 94607 |

| | |
|-----------------------|------------|
| <i>Paul L. Krantz</i> | 02/14/2022 |
|-----------------------|------------|

SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE

DATE

Attachment A. Case No. T18-0018; *Jessica Sund v. Vernon Street Apartments, LP*

Inconsistent with OMC Regulations. The decision is inconsistent with OMC Chapter 8.22 Regulations concerning, and including but not limited to, 8.22.640, regulations pertaining to substantially and directly interfering with a Tenant's right to quiet use and enjoyment of a rental housing unit as that right is defined by California law; attempting Unilaterally impose or require an existing tenant to agree to new material terms of tenancy or a new rental agreement, attempting to influence a Tenant to vacate a Rental Unit through fraud, intimidation or coercion, fail to exercise due diligence in completing repairs and maintenance to minimize exposure to noise and mold, interrupting housing services required by contract or law. violating the Unruh Civil Rights Act (California Civil Code 51 et seq.); attempting to coerce a Tenant to vacate through misrepresentations or concealment of material facts, other repeated acts or omissions of such significance as to substantially interfere with or disturb the comfort, repose, peace or quiet of the tenant's person lawfully entitlement to occupancy and that cause, are likely to cause, or are intended to cause the tenant to vacate or surrender or waive any rights in relation to such occupancy.

New Policy Issue. Whether evidence of discrimination, in particular discrimination in housing, should be considered, not for purposes of awarding a tenant damages, but as evidence relevant to evaluate, explain and understand, among other things, the property owner's relevant motivations and conduct.

Violations of Federal, State or Local Law: The decision violations the Unruh Civil Rights Act, the Tenant Protection Ordinance, and federal housing discrimination law, prohibiting discrimination in housing based on pregnancy, gender and/or family status. The decision violates the provision of Costa Hawkins.

Not Supported by Substantial Evidence. See Attachment B.

Petitioner Was Denied Sufficient Opportunity: Petitioner was denied the opportunity to present evidence of housing discrimination because the hearing officer refused to consider such evidence as relevant.

Other: The decision reflects is a clear abuse of discretion by, among other things, refusing, ignoring and misrepresenting evidence in the record. See Attachment B.

Attachment B: Case No. T18-0018; Jessica Sund v. Vernon Street Apartments, LP

When Jessica Sund became pregnant, she notified the owner of the property in which she rented a unit that she was pregnant, and that the baby's father, who was boyfriend, and her expected newborn would be staying with her in her unit. The property owner immediately denied her request in writing, explicitly stating that her boyfriend and her baby residing in the unit would violate the no subleasing provision in her lease. None of these facts are disputed. The property owner thus effectively denied Ms. Sund her right to have her family reside with her. This is a prima facie case of housing discrimination, based on pregnancy, gender and family status, in violation of state, federal and local law. Yet the hearing officer stated that she would not consider evidence of discrimination in ruling on any issues.

Ms. Sund thus began to reside in property her boyfriend owned when their baby was born in October 2017. However, she testified that her baby's father and she had no plans to marry, that their relationship was not permanent, and that she did not anticipate not returning to her apartment unit. This evidence was undisputed.

Beginning a month after her baby was born, in November 2017, there was excessive constructive noise that made the unit unsuitable for her newborn and her to reside in the unit. That excessive noise continued and was ongoing as of the date of the hearing in May 2018, six months later. This was undisputed.

When the baby, a girl, was born, the newborn had certain health problem. Ms. Sund was advised by the baby's doctors that therefore her newborn required around the clock monitoring, otherwise the baby would be endangered and its life threatened. This evidence was also undisputed.

The hearing officer found that the unit was no longer Ms. Sund's permanent residence because "as of the date of the hearing, Ms. Sund was "still residing primarily at the California Street address [her boyfriend's property] and has [sic] no *immediate* plans to move back into the Alma street apartment." In light of the facts that the property owner refused to permit Ms. Sund's boyfriend and newborn to reside in the unit—an undeniable violation of housing law; that her baby required around the clock monitoring to ensure her safety; that excessive noise made the unit uninhabitable for a newborn and for Ms. Sund, Ms. Sund had no "immediate plans" to return to the unit.

Having no “immediate” plans does not constitute a change in permanent residence. Especially here, where for several good reasons, having no “immediate” plans was the most reasonable course of action.

During the period when Ms Sund and her baby primarily resided primarily in the boyfriend’s property, Ms. Sund has always paid the rent for her unit, including since she returned to her unit with her daughter. This is undisputed.

Ms. Sund never paid any rent, utilities or any costs associated with her boyfriend’s property. She only continued to pay the rent and other costs associated with her apartment unit. This is undisputed.

In 2019, Ms. Sund and her daughter began to reside in the unit, and they have since begun to reside there full time. She has, as always, continued to pay the rent.

In fact, if Ms. Sund did not intend to return to her unit (as she in fact done), why would she have continued to pay rent over the past four and a half years! The only reasonable explanation is that she believed she would return.

According to the property owner, the notice of Costa Hawkins rent increase was issued on the purported basis that Ms. Sund was subletting her unit on on-line vacation rental sites; i.e., the Costa Hawkins rent increase was *not* issued because the unit was no longer Ms. Sund’s permanent residence. (The hearing officer found: “[S]trangers were still coming and going from the petitioner’s unit. *This [is what] prompted the property management to issue a Costa Hawkins rent increase.*” (ORB Ruling, 12/20/18, p. 3, ¶1.)

The private investigator the property owner hired to investigate that Ms. Sund was subletting her unit testified that his investigation determined that Ms. Sund was *not subletting*. He was not able to find any evidence on any website that Ms. Sund was subletting. All of the multiple tenants he interviewed stated that they had *never* seen any unknown persons coming or going from Ms. Sund’s unit. (The hearing officer makes no mention of these facts or of the investigator’s opinion that Ms. Sund was *not* subletting.)

Moreover, the hearing officer’s ruling states that the 24/7 property manager testified that “she received a complaint about strangers coming in and out of the petitioner’s unit”. This is untrue. The property manager said *just the opposite*. Indeed, the hearing officer herself examined the 24/7 manager, who testified in response that

she had not received any such complaint. *"Hearing Officer: I'm just going to clarify again; it was just that one complaint over the holidays about noise and smoke coming from the unit? 24/7 Manager: Yes. Hearing Officer: And that was the extent of the complaint? 24/7 Manager: Yes."* The property manager had already testified that this was the only complaint she had received and it did not include subletting.

The full time property manager, who lived on the property, testified that she had never seen any evidence of Ms. Sund subletting her unit. This is undisputed.

The hearing officer found that Ms. Sund was engaged in on line subletting for financial compensation. There was no evidence to support a finding of financial gain.

Whether the unit was Ms. Sund's "permanent" residence is a legal conclusion. An expert cannot testify to a legal conclusion, i.e., cannot apply the law to facts and offer a legal conclusion, yet the hearing officer relies on this inadmissible legal conclusion by the property owner's private investigator. His so-called "opinion" was no more than a restatement that Ms. Sund and her baby had been living primarily at the baby's father's home since the baby was born. There was no dispute about this. He knew that Ms. Sund and her daughter had been residing with the baby's father no more than nine months; that the property owner refused to agree to permit the baby's father to reside in the apartment unit; that the baby had serious health issues requiring around the clock monitoring; that the unit still had ongoing habitability issues, in particular excessive noise, that had not been fixed since the baby was born; that Ms. Sund's relationship with the baby's father was not permanent, that they had no plans to marry, etc.; that Ms. Sund did not anticipate not returning to the unit. But he ignored all of these facts.

A Costa Hawkins rent increase cannot be levied against Ms. Sund. The statutory language states that such an increase cannot be levied against the original occupant, but against a sublessee or assignee of the original occupant. The relevant Civil Code Section 1954.53, subdivision (d)(2) provides as follows:

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* [emphasis added].

Ms. Sund is the original occupant; she is neither a lawful sublessee or assignee of the

original occupant. Therefore, by the language of the statute, Ms. Sund is not a Costa Hawkins sublessee.

The foregoing establishes that the decision is inconsistent with OMC Chapter 8.22 Rent Board Regulations, the decision violates, federal, state and local law, the decision is not supported by substantial evidence in the record, the decision constitutes an abuse of discretion.

I, Jessica Sund, declare as follows:

1. I am the petitioner in this matter, Case No. T18-0018, before the Oakland Rent Adjustment Board.
2. My daughter and I reside full time in my unit at the above address. It is where we sleep each night.
3. My daughter and I do not reside anywhere other than in my unit, Unit 5, at 633 Alma Avenue, Oakland, California.
4. My daughter and I do not sleep or reside at the property located at 3024 California Street.
5. I have continued to pay rent from the time this matter was filed with the Oakland Rent Adjustment Board in 2017 up until the present.

I declare under penalty of perjury under the laws of the State of California that the foregoing declaration is true and correct and that this declaration was executed in Oakland, California on February 14, 2022.

Jessica Sund

JESSICA SUND

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PROOF OF SERVICE
Case Number T18-0018

I, the undersigned, certify and attest as follows:

I am over the age of eighteen years and am not a party to the cause within. My business address is 639 San Gabriel Avenue, Albany, California 94706.

On February 14, 2022, I caused the within:

CITY OF OAKLAND RENT ADJUSTMENT-APPEAL

to be served by first class mail, postage prepaid, on Respondent's representatives. addressed as follows:

Gregory McConnell
The McConnell Group
300 Frank Ogawa Plaza Suite # 460
Oakland , California 94607

JR McConnell , The McConnell Group
300 Frank Ogawa Plaza Suite # 460
Oakland, California 94607

Executed Albany, California on February 14, 2022.

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



Paul L. Kranz

CHRONOLOGICAL CASE REPORT

Case No.: L19-0257

Case Name: Underwood v. Tenants

Property Address: 765 15th Street, Oakland, CA 94612

Parties: Vincent Underwood (Owner)
Abigail Bracerros (Tenant)
Michael Cohen (Tenant)

OWNER APPEAL:

| <u>Activity</u> | <u>Date</u> |
|-------------------------------|--------------------|
| Property Owner Petition filed | November 13, 2019 |
| Property Owner Submission | April 14, 2020 |
| Property Tax Internet Copy | August 26, 2020 |
| Property Tax Bill Photo | August 31, 2020 |
| Property Tax Bill | September 1, 2020 |
| Tenant Response filed | ----- |
| Hearing Date | September 17, 2020 |
| Hearing Decision mailed | September 22, 2021 |
| Owner Appeal filed | October 7, 2021 |

000315

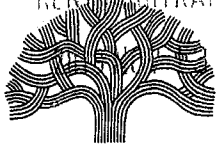
Appeal Hearing Date

January 27, 2022

Appeal Decision mailed

March 14, 2022

49.02.17 KM/CC

| | |
|---|---|
|  <p>CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612-0243 (510) 238-3721</p> | <p>For date stamp.</p> <p align="center"><u>PROPERTY OWNER</u> <u>PETITION</u> <u>FOR CERTIFICATE OF</u> <u>EXEMPTION</u> (OMC §8.22.030.B)</p> |
|---|---|

Please Fill Out This Form Completely As You Can. Failure to provide needed information may result in your petition being rejected or delayed. Attach to this petition copies of the documents that prove your claim. Before completing this petition, please read the Rent Adjustment Ordinance, section 8.22.030. A hearing is required in all cases even if uncontested or irrefutable.

Section 1. Basic Information

| | | | |
|--|-------------------------------|---|-----------------------------------|
| Your Name VINCENT RENALDE UNDERWOOD | | Complete Address (with zip code) 765 15th ST. OAKLAND CA 94612 | Telephone: 510 839-5370 |
| Your Representative's Name | | Complete Address (with zip code) | Telephone: E-Mail: |
| Property Address 765 15th ST., OAKLAND, CA 94612 | | Total number of units in bldg or parcel. 3 UNITS | |
| Type of units (circle one) | Single Family Residence (SFR) | Condominium | Apartment or Room |
| If an SFR or condominium, can the unit be sold and deeded separately from all other units on the property? | | Yes | No |
| Assessor's Parcel No. 3-77-35-4 | | | |

Section 2. Tenants. You must attach a list of the names and addresses, with unit numbers, of all tenants residing in the unit/building you are claiming is exempt.

Section 3. Claim(s) of Exemption: A Certificate of Exemption may be granted **only** for dwelling units that are **permanently** exempt from the Rent Adjustment Ordinance.

New Construction: This may apply to individual units. The unit was newly constructed and a certification of occupancy was issued for it on or after January 1, 1983.

Single-Family or Condominium (Costa-Hawkins): Applies to Single Family Residences and condominiums only. If claiming exemption under the Costa-Hawkins Rental Housing Act (Civ. C. §1954.50, et seq.), please answer the following questions on a separate sheet:

1. Did the prior tenant leave after being given a notice to quit (Civil Code Section 1946)? *NO*
2. Did the prior tenant leave after being a notice of rent increase under Civil Code Section 827? *NO*
3. Was the prior tenant evicted for cause? *NO*
4. Are there any outstanding violations of building, housing, fire, or safety codes in the unit or building? *NO*
5. Is the unit a single family dwelling or condominium that can be sold separately? *NO*
6. Did the current tenant have roommates when he/she moved in? *NO*
7. If the unit is a condominium, did you purchase it? If so: 1) from whom? 2) Did you purchase the entire building?
8. When did the tenant move into the unit? *767 15th ST. 2014, 763 15th ST. 2017*

I (We) petition for exemption on the following grounds (Check all that apply):

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | New Construction |
| <input type="checkbox"/> | Single Family Residence or Condominium (Costa-Hawkins) |

Section 4. Verification Each petitioner must sign this section.

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

Vince R. Yn...
 Owner's Signature

11/1/2019
 Date

 Owner's Signature

 Date

Important Information

Burden of Proof The burden of proving and producing evidence for the exemption is on the Owner. A Certificate of Exemption is a final determination of exemption absent fraud or mistake.

File Review Your tenant(s) will be given the opportunity to file a response to this petition within 35 days of notification by the Rent Adjustment Program. You will be sent a copy of the tenant's Response. Copies of attachments to the Response form will not be sent to you. However, you may review any attachments in the Rent Program Office. Files are available for review by appointment only. For an appointment to review a file, call (510) 238-3721. Please allow six weeks from the date of filing for notification processing and expiration of the tenant's response time before scheduling a file review.

| # | Date | Street # | Street Name | Unit | Zip Code | Issued Re-Issued Cancelled | Use | Owner / Applicant | Details | |
|-----|----------|----------|-------------|------|----------|----------------------------------|---------|-------------------|-----------------|---|
| | | | | | | | | | Corner Lot # | |
| 250 | 11/12/14 | 767 | 15th Street | | 94612 | Issued | Triplex | Vincent Underwood | | 003-0077-035-04 B9602765, RB1200947, RB1403341 add 3rd unit to duplex at 763-765 15th |

I certify that this is a full, true and correct copy of the original document on file.

C. Adams *11-13-14*

Authorized Signature Date
 CITY OF OAKLAND, CEDA
 Building Services Division

Vincent R. Underwood
765 15th Street
Oakland, CA 94612
(510) 839-5570

November 12, 2019

City of Oakland
Rent Adjustment Program
250 Frank H. Ogawa Plaza, Suite 5313
Oakland, CA 94612-0243

RE: Property Owner Petition for Certificate of Exemption

I am filing for a Certificate of Exemption for my Property at 765 15th Street, Oakland, CA 94612. My house was built after January 1, 1983. This is a tri-plex House and I (owner) reside on the top unit. The 2 units below my unit was recently completed. 1-bedroom unit was completed in 2014 and the 2-bedroom unit in 2001. Below are the names and addresses of my tenants.

Section 2. Tenants:

Abigail Bracerros
767 15th Street
Oakland, CA 94612
1-bedroom unit

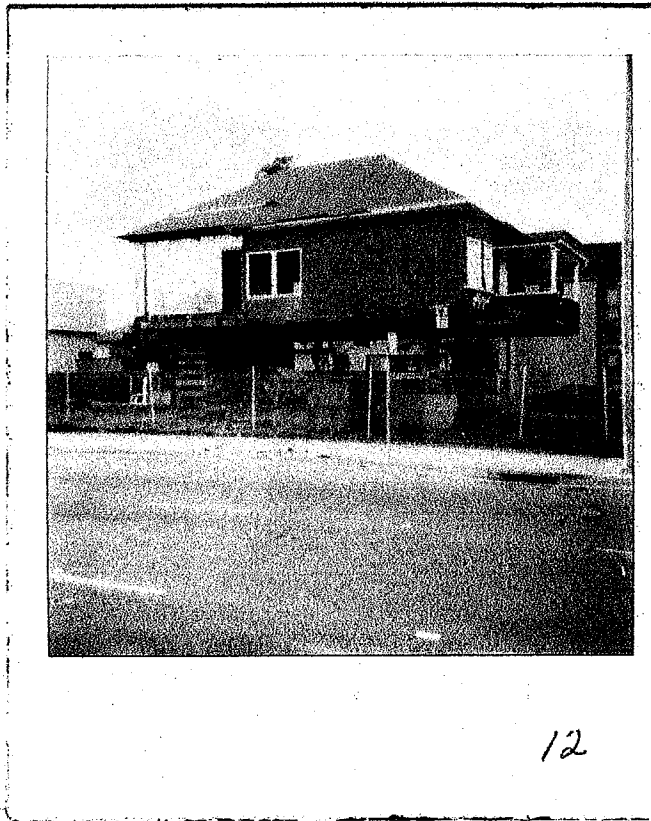
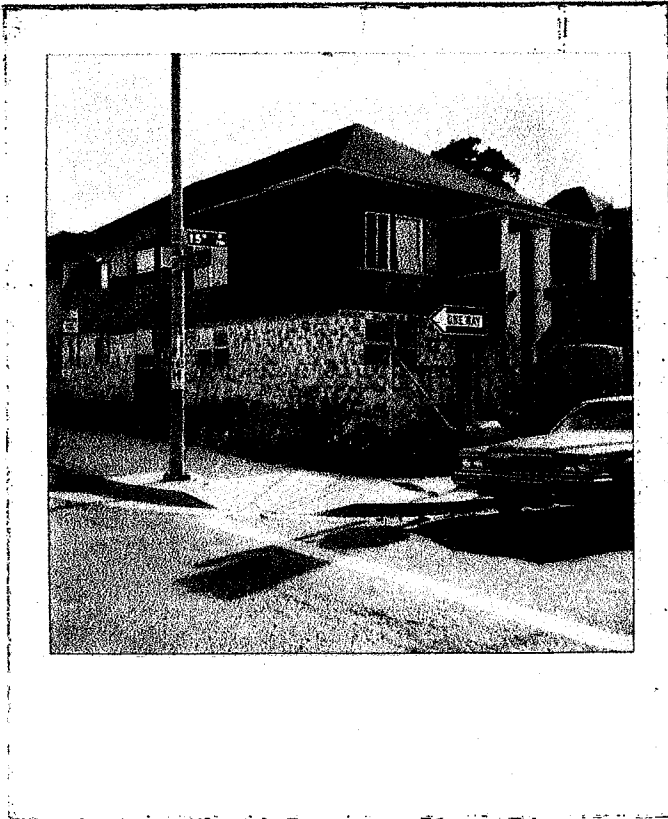
Michael Cohen
763 15th Street
Oakland, CA 94612
2-bedroom unit

Sincerely,

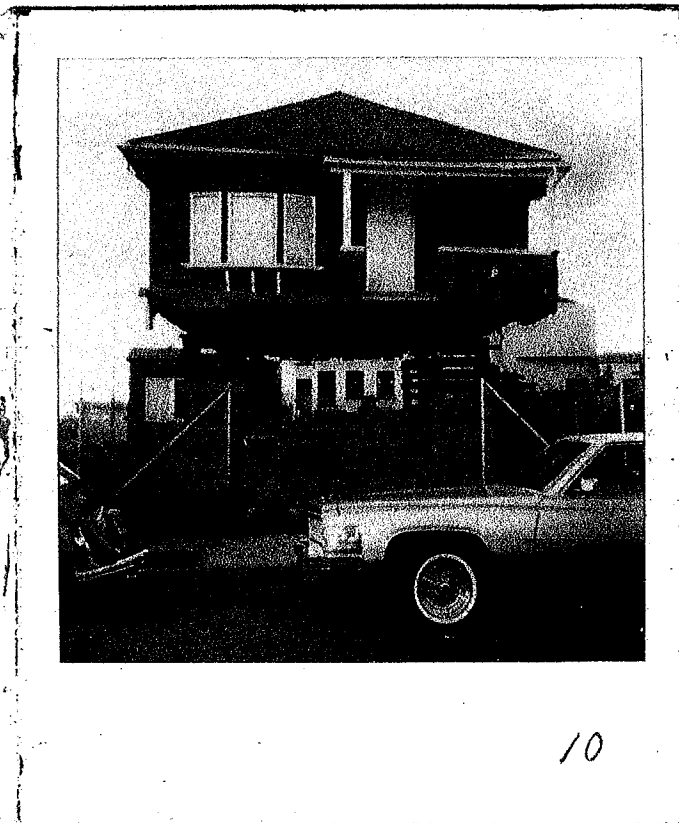


Vincent R. Underwood
(510) 839-5570

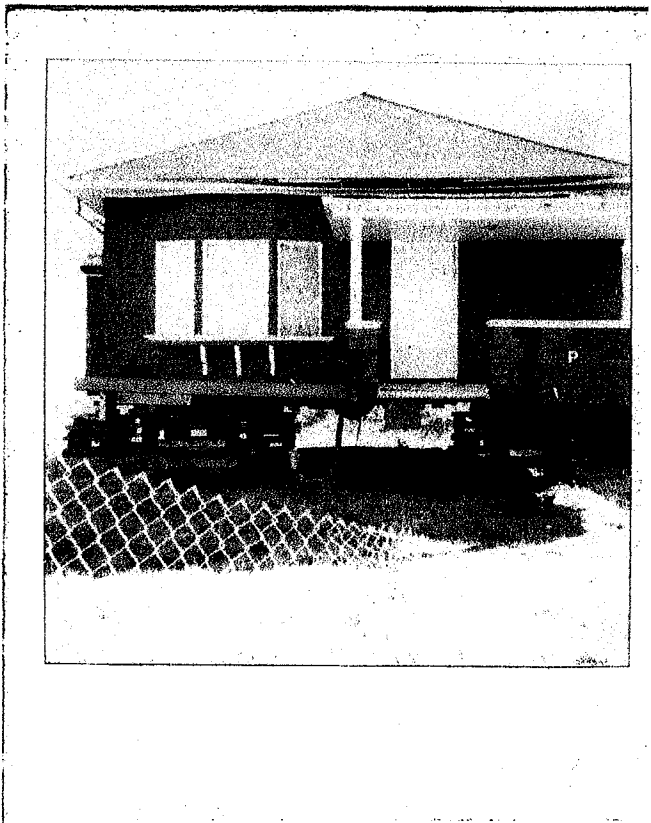
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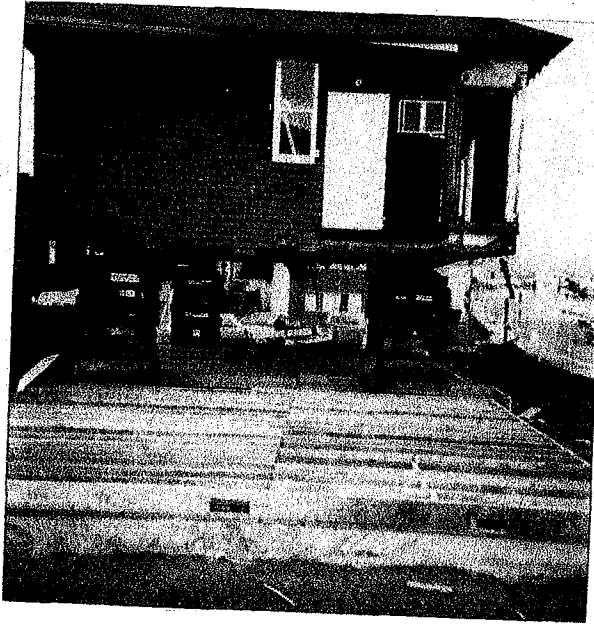
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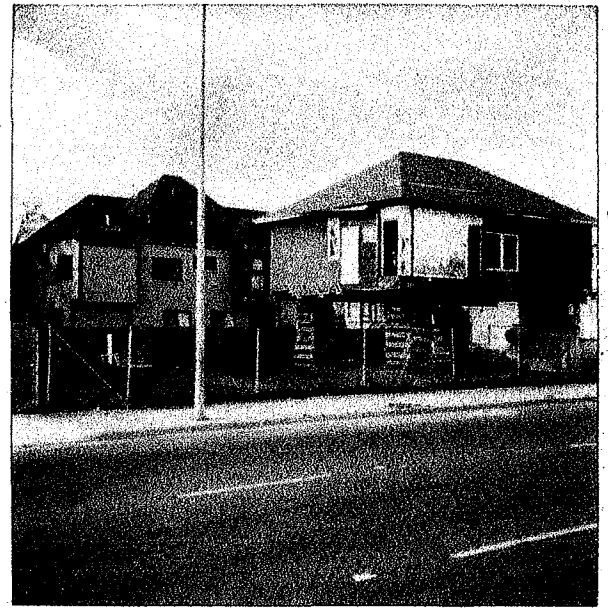
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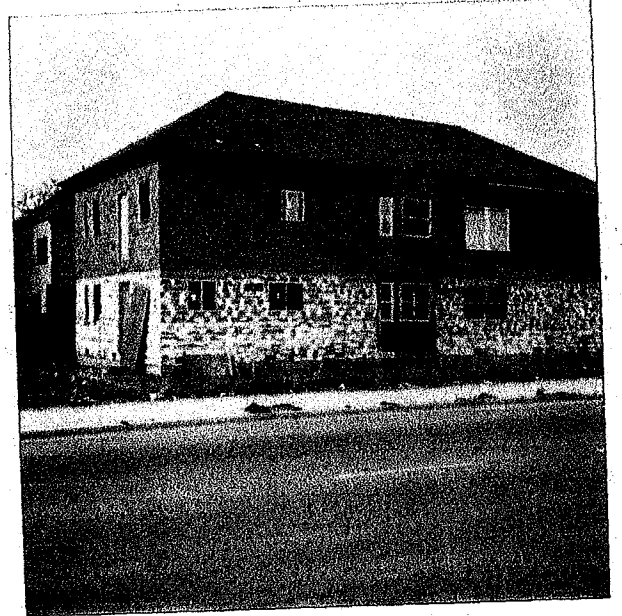
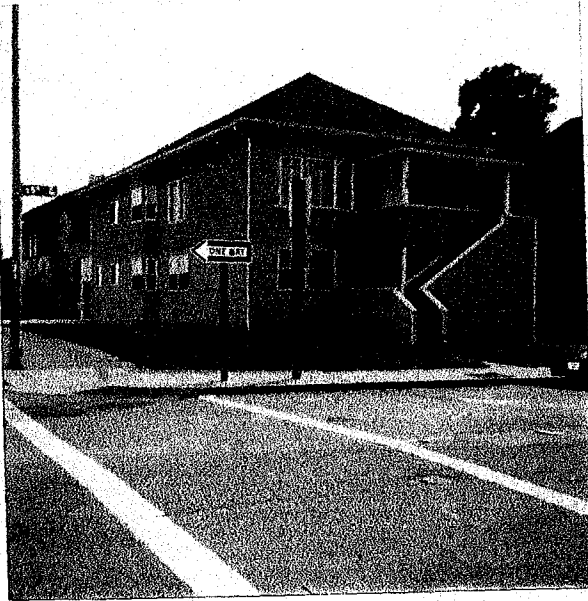


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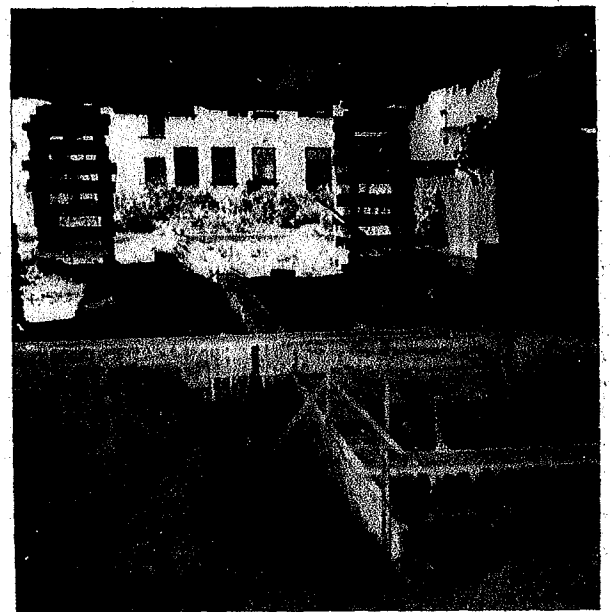
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10/24/86

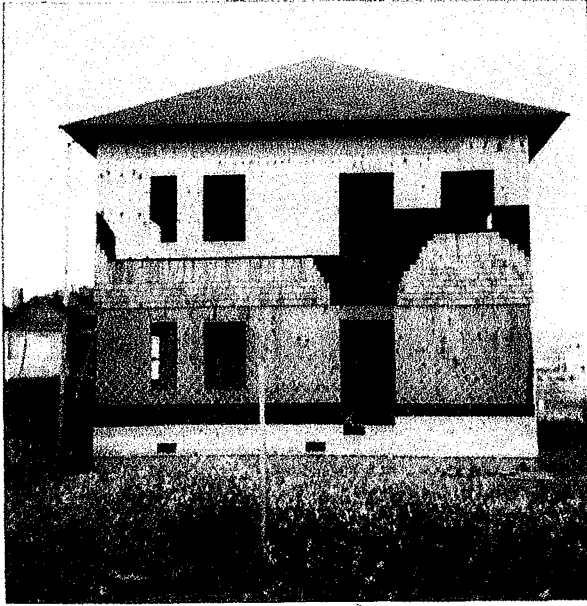


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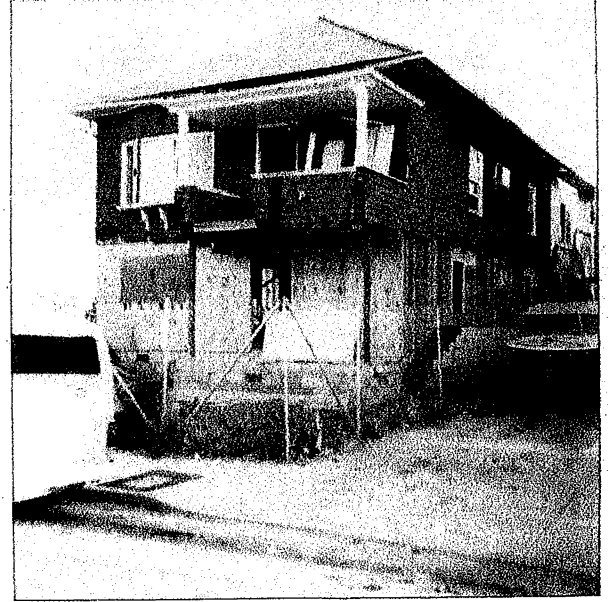
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6/16/86

29D



6/5/86

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5/10/86 000324 29A

RECEIVED

4/2/2020

Dear Reviewer: APR 14 2020

CASE # L19-0257

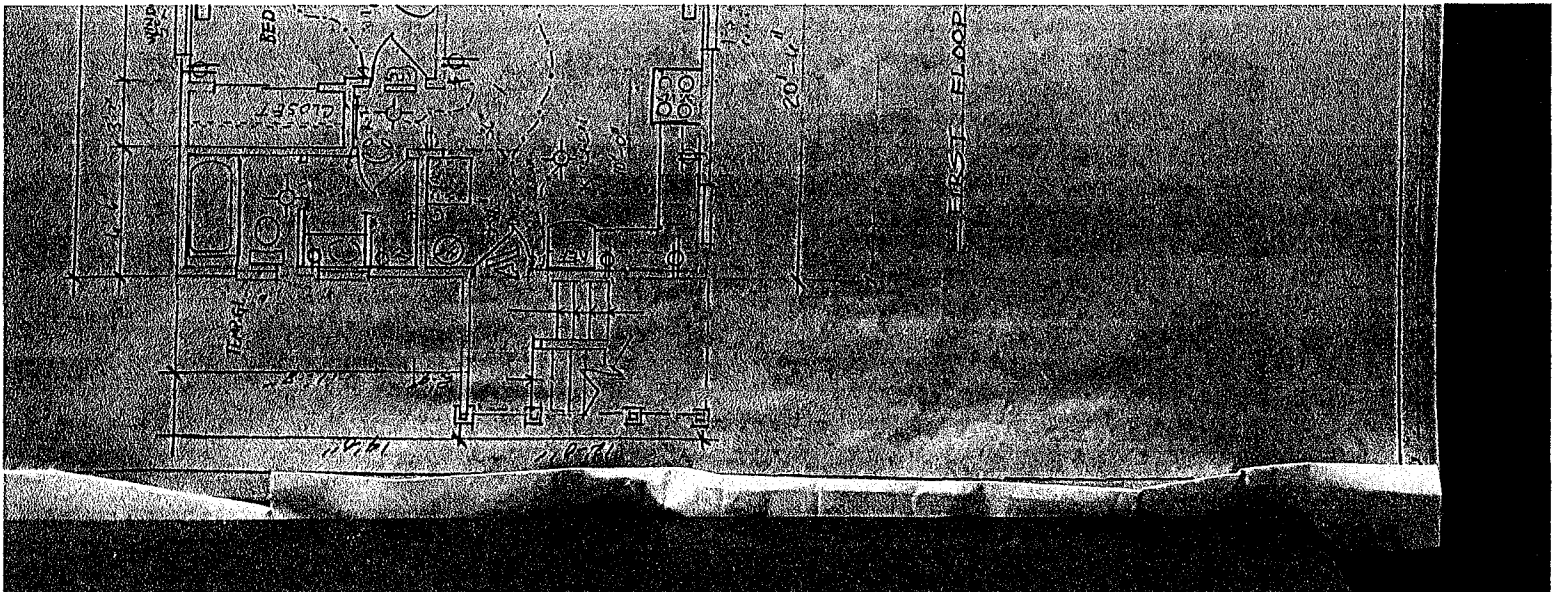
RENT ADJUSTMENT PROGRAM
OKU AND

The information provided proves, due to the date of my construction of my two Units 763 & 776 15th St. and the copies of the blue prints and to Certificate of Occupancy filed on 11/14/2014* shows I am exempt from the Rent Adjustment Program. I am asking not to have to go to the hearing on 4/16/2020. Due to the virus I feel it would be best for a 72 year old man not to attend this hearing.

Vincent R. Underwood

PHONE (510) 839-5570

VINCENT R. UNDERWOOD



KEITH MASON



CITY OF OAKLAND

Housing and Community Development Department
Rent Adjustment Program
250 Frank Ogawa Plaza, Suite 5313
Oakland, CA 94612

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

NOTICE OF SETTLEMENT CONFERENCE AND HEARING

File Name: Underwood v. Tenants
Property Address: 765 15th Street Oakland, CA 94612
Case Number: ~~L19-0257~~

The Hearing Officer will conduct a Settlement Conference to attempt to resolve this matter. The Settlement Conference in your case will begin on:

Date: April 16, 2020
Time: 10:00 AM
Place: 250 Frank H. Ogawa Plaza, Ste. #5313, Oakland, CA 94612

If the Settlement Conference is not successful, the Hearing will begin immediately after the Settlement Conference.

Order to Produce Evidence

→ All proposed tangible evidence, including but not limited to documents and pictures, must be submitted to the Rent Adjustment Program not less than seven (7) days prior to the Hearing. Black out all sensitive information on the documents you submit, like bank or credit card account numbers and Social Security numbers. Proposed evidence presented later may be excluded from consideration. The Hearing Officer can also use the official records of the City of Oakland and Alameda County Tax Assessor as evidence if provided by the parties for consideration.

Request to Change Date

A request for a change in the date or time of Settlement Conference and Hearing ("continuance") must be made on a form provided by the Rent Adjustment Program. The party requesting the continuance must try to get an agreement for alternate dates with the opposing parties. If an agreement cannot be reached, check the appropriate box on the form. A continuance will be granted only for good cause.

Hearing Record

The Rent Adjustment Program makes an audio recording of the Hearing. Either party may bring a court reporter to record the hearing at their own expense. The Settlement Conference is not recorded. If the settlement is reached, the Hearing Officer will draft a Settlement Agreement to be signed by the parties.

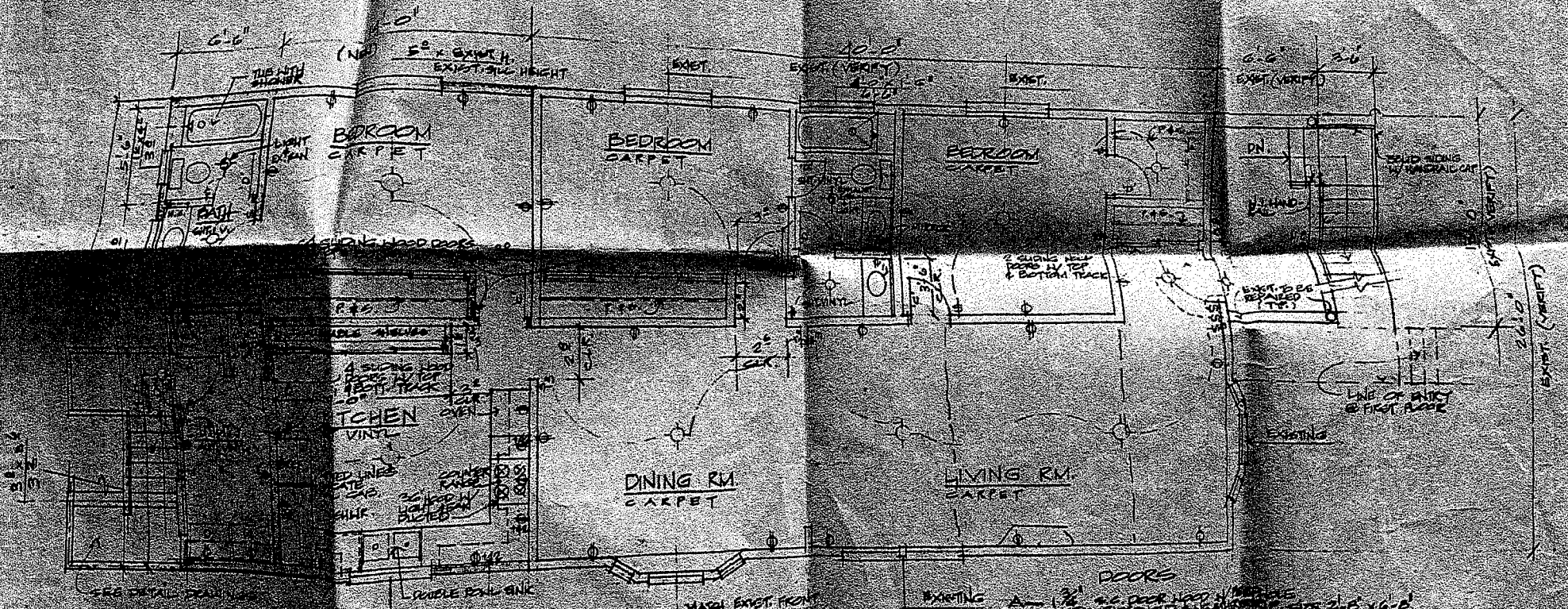
Inspections

During the Hearing, the Hearing Officer may decide to conduct an inspection of the subject unit(s). The inspection may be conducted on the same day as the Hearing or scheduled for a later date selected by the Hearing Officer or mutually agreed upon by the parties present at the Hearing. No testimony will be taken at the inspection.

000326

I LIVE IN THIS UNIT, 765 15th ST. WAS 773 15th ST.
 WHEN PURCHASED FROM THE CITY OF OAKLAND.

CASE # L19-0257



SECOND FLOOR PLAN

SCALE: ALL EXISTING TO BE REMOVED

- FLOORS**
- A - 1/2" H.C. DEER HOOD WITH METAL THRESHOLD ENCAUSTIC SIDE 2'-5" X 6'-0"
 - A1 - 3/8" H.C. DEER HOOD WITH METAL THRESHOLD WEATHERSTRIPPING SIDE 2'-5" X 6'-0"
 - B - 1/2" H.C. HOOD WITH METAL THRESHOLD SIDE 2'-5" X 6'-0"
 - C - 1/2" H.C. FLUSH TYPE HOOD SIDE 2'-5" X 6'-0"
 - D - 1/2" H.C. FLUSH TYPE HOOD WITH METAL THRESHOLD SIDE 2'-5" X 6'-0"

• THIRD RESIDENT UNIT

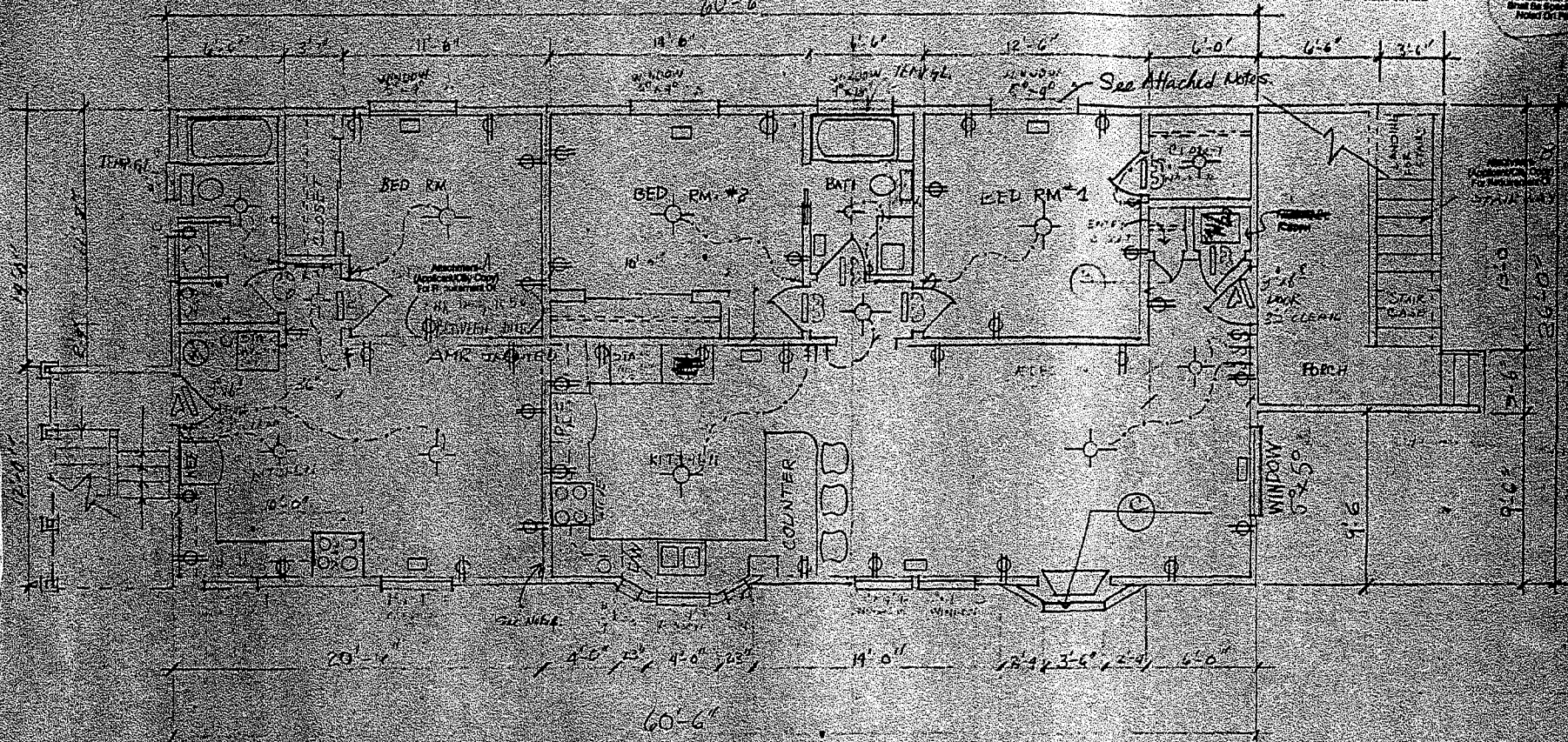
PROJECT REHABILITATION
 OWNER: INDEPENDENT VINCENT
 ADDRESS: 773-15th STREET
 OAKLAND, CA.
 DATE: JULY 21, 1985
 DISTRICT: WEST OAKLAND
 PLAN OF WORK: DATE REVISION BY: DATE

767 15th ST

763 15th ST

Proposed Work Details
Shown On This Plan
Not On Plans

Some Construction
Proposed Work Shown
Not On Specifications
Not On Plans



FIRST FLOOR PLAN SCALE 1/4" = 1'-0"

CASE #: L19-0257

| | | |
|-----------------------------------|---------|-----------------|
| PROPOSED REHABILITATION | SHEET | ARCHITECTURAL |
| OWNER: MR VINCE R. UNDERWOOD | 22 | SERVICE |
| ADDRESS: 765 15th STREET | DATE | OAKLAND, CALIF. |
| OAKLAND, CALIFORNIA 94612 | 3-18-52 | |
| BY: ELIHA JORDAN, TEL 510-238-852 | | |

000329

2019-2020 INTERNET COPY

For Fiscal Year Beginning July 1, 2019 and Ending June 30, 2020

ALAMEDA COUNTY SECURED PROPERTY TAX STATEMENT

Henry C. Levy, Treasurer and Tax Collector
1221 Oak Street, Room 131
Oakland, California 94612

| Parcel Number | Tracer Number | Tax-Rate Area | Special Handling |
|---------------|---------------|---------------|------------------|
| 3-77-35-4 | 01457500 | 17-019 | |

Location of Property
765 15TH ST, OAKLAND
Assessed to on January 1, 2019

ASSESSEE NAME AND ADDRESS ARE NOT AVAILABLE ONLINE
PER CA GOV CODE §6254.21

THIS IS NOT AN OFFICIAL BILL

| Tax-Rate Breakdown | | |
|------------------------------|-----------------|-----------------|
| Taxing Agency | Tax Rate | Tax Amount |
| COUNTYWIDE TAX | 1.0000 % | 2,371.79 |
| VOTER APPROVED DEBT SERVICE: | | |
| COUNTY GO BOND | 0.0108 % | 25.60 |
| CITY OF OAKLAND 1 | 0.1975 % | 468.43 |
| SCHOOL UNIFIED | 0.1168 % | 277.03 |
| SCHOOL COMM COLL | 0.0257 % | 60.96 |
| BAY AREA RAPID TRANSIT | 0.0120 % | 28.46 |
| EAST BAY REGIONAL PARK | 0.0060 % | 14.23 |
| TOTAL | 1.3688 % | 3,246.50 |

| Fixed Charges and/or Special Assessments | | |
|---|--------------|-----------------|
| Description | Phone | Amount |
| MOSQUITO ABATEMENT | 800-273-5167 | 3.50 |
| CSA PARAMEDIC | 925-867-3400 | 102.06 |
| CSA VECTOR CONTROL | 800-273-5167 | 14.40 |
| CITY EMERG MEDICAL | 510-238-2942 | 30.90 |
| CITY PARAMEDIC SRV | 510-238-2942 | 24.60 |
| CSA LEAD ABATEMENT | 510-567-8280 | 10.00 |
| PERALTA CCD MEAS B | 800-792-8021 | 48.00 |
| VIOLENCE PREV TAX | 510-238-2942 | 231.66 |
| CITY LIBRARY SRV-D | 510-238-2942 | 159.72 |
| SFBRA MEASURE AA | 888-508-8157 | 12.00 |
| FLOOD BENEFIT 12 | 510-670-5212 | 16.00 |
| HAZ WASTE PROGRAM | 800-273-5167 | 19.92 |
| CSA VECTOR CNTRL B | 800-273-5167 | 7.00 |
| MOSQUITO ASSESS 2 | 800-273-5167 | 3.44 |
| AC TRANSIT MEAS VV | 800-273-5167 | 96.00 |
| CITY LIBRARY SERV | 510-238-2942 | 223.34 |
| EBMUD WETWEATHER | 866-403-2683 | 111.24 |
| * EAST BAY TRAIL LLD | 888-512-0316 | 8.16 |
| * EBRP PARK SAFETY/M | 888-512-0316 | 24.84 |
| CITY LANDSCP/LIGHT | 510-238-2942 | 200.14 |
| * Possible Sr Exemption - Call Agency | | |
| Total Fixed Charges and/or Special Assessments | | 1,346.92 |

| Tax Computation Worksheet | | | |
|---------------------------|-------------------------|--------------------|-----------------|
| Description | Full Valuation | x Tax Rate | = Tax Amount |
| LAND IMPROVEMENTS | 35,703 | | |
| FIXTURES | 208,476 | | |
| TOTAL REAL PROPERTY | 244,179 | | |
| PERSONAL PROPERTY | | | |
| GROSS ASSESSMENT & TAX | 244,179 | 1.3688 % | 3,342.31 |
| HOMEOWNERS EXEMPTION | -7,000 | 1.3688 % | -95.81 |
| OTHER EXEMPTION | | | |
| NET ASSESSMENT AND TAX | 237,179 | 1.3688 % | 3,246.50 |
| | | | 3,246.50 |
| First Installment | Second Installment | Total Amount Due | |
| PAID \$ 2,296.71 | PAID \$ 2,296.71 | \$ 4,593.42 | |

Please Read Important Messages

A fee of \$61.00 will be imposed on all returned or dishonored payments.

ECheck accepted online through June 30, 2020
@<http://www.acgov.org/propertytax/>.

Visa, Mastercard, Discover, or American Express credit cards accepted by phone (510)272-6800 or online @<http://www.acgov.org/propertytax/>, mobile @www.acgov.org/mobile/apps/ through June 30, 2020. A convenience fee equal to 2.5% of the tax amount due will be added to your total payment.

Subscribe to receive email alerts about important property tax dates online @<http://www.acgov.org/propertytax/>.

This bill is as of August 26, 2020 3:25 PM and may not include pending payments and roll corrections.

Please See Reverse For More Information

Tax Collector's Office
Payment Questions/Credit Card Payments
(510) 272-6800

Assessor's Office
Valuation/Exemption
(510) 272-3787 (510) 272-3770

SECOND INSTALLMENT PAYMENT, 2019-2020

PARCEL NO. 3-77-35-4
TRACER NO. 01457500

2

INTERNET COPY

THIS AMOUNT DUE FEB 1, 2020 ==>

PAID \$ 2,296.71



Pay this amount after APRIL 10, 2020
(This includes delinquent penalty of 10% and \$10.00 cost)

PAID APR 3, 2020

FIRST INSTALLMENT PAYMENT, 2019-2020

PARCEL NO. 3-77-35-4
TRACER NO. 01457500

1

INTERNET COPY

THIS AMOUNT DUE NOV 1, 2019 ==>

PAID \$ 2,296.71



Pay this amount after DECEMBER 10, 2019
(This includes delinquent penalty of 10%)

PAID NOV 4, 2019

000330

Additional Fixed Charges and/or Special Assessments
Description

| | | |
|--|--|--|
| | | |
| Total Additional Fixed Charges and/or Special Assessments | | |

INFORMATION ABOUT YOUR 2019-2020 SECURED TAX BILL

- 1. Property Assessment and Attachment of Tax Lien:** The Assessor annually assesses all the property in the county, except state-assessed property, to the person owning, claiming, possessing, or controlling it at 12:01 a.m. January 1, and a lien for taxes attaches at that time preceding the fiscal year for which the taxes are levied.
- (a) If you disagree with a change in the assessed value as shown on the tax bill, you may have the right to an informal assessment review by contacting the Assessor's Office. If you disagree with the results of the informal review, you have the right to file an application for reduction in assessment for the following year with the Alameda County Assessment Appeals Board from July 2 to September 15. The Assessment Appeals Board may be contacted at the County Administration Building, Room 536, 1221 Oak Street, Oakland, California 94612 or by calling (510) 272-6352.
- (b) Application for review and equalization of an assessment made outside of the regular assessment period must be filed with the Alameda County Assessment Appeals Board no later than 60 days from the first notification of that assessment.
- 2. Your Tax Collector does not determine the amount you pay in taxes.** Tax amounts are computed by multiplying the property's full value by the tax rates of the various taxing agencies. Fixed charges and/or special assessments such as Flood Control Benefit Assessment, sewer service, special assessment improvement bond charges, delinquent garbage liens, etc. from cities and districts are added to the computed tax amounts to arrive at the total amount due on the bill.
- 3. The Total Amount Due is payable in two installments:**
- (a) The 1st installment is due on **NOVEMBER 1, 2019** and is delinquent at 5 p.m. **DECEMBER 10, 2019** after which a 10% penalty attaches.
- (b) The 2nd installment is due on **FEBRUARY 1, 2020** and is delinquent at 5 p.m. **APRIL 10, 2020** after which a 10% penalty and \$10 cost attach.
- (c) In order to pay both installments at the same time, remit the **TOTAL AMOUNT DUE** with both installment payment stubs by **DECEMBER 10, 2019**.
- (d) If above delinquent due dates fall on a Saturday, Sunday, or legal holiday, no penalty is charged if payment is made by 5 p.m. on the next business day.
- 4. If the amount due is unpaid at 5 p.m. June 30, 2020,** it will be necessary to pay (a) delinquent penalties, (b) costs, (c) redemption penalties, and (d) a redemption fee. If June 30 falls on a Saturday, Sunday, or legal holiday, no redemption penalties shall attach if payment is made by 5 p.m. on the next business day. Property delinquent for the first year shall be declared defaulted for non-payment of taxes. After 5 years, the Tax Collector has the power to sell tax-defaulted property that is not redeemed.

IMPORTANT REMINDERS

- Partial payments are not acceptable - payments made for less than the total installment due will be returned to the taxpayer.
- Notices will not be mailed when the second installment is due. Mark your calendar or subscribe to e-mail alerts online @ www.acgov.org/propertytax.
- Filing an application for reduced assessment does not relieve the applicant from the obligations to pay the taxes on the subject property before the applicable due date shown on the tax bill. If a reduction is granted, a proportionate refund of taxes will be made by the County Auditor's Office.
- New owners and present owners with new construction may be required to pay a Supplemental tax bill. Supplemental tax bills are separate from and in addition to this annual bill and any previous or subsequent Supplemental bills.

**SEND THIS STUB WITH YOUR 2nd
INSTALLMENT PAYMENT**
Due: FEBRUARY 1, 2020
Delinquent: 5 p.m., APRIL 10, 2020

Do Not Use This Stub After June 30, 2020
**2nd INSTALLMENT PAYMENT CANNOT BE
ACCEPTED UNLESS 1st INSTALLMENT IS PAID**

**SEND THIS STUB WITH YOUR 1st
INSTALLMENT PAYMENT**
Due: NOVEMBER 1, 2019
Delinquent: 5 p.m., DECEMBER 10, 2019

Do Not Use This Stub After June 30, 2020
TO PAY BOTH INSTALLMENTS SEND BOTH STUBS

5. Full Value Exemption Legend:

- | | |
|--------------------------|----------------------------|
| C- Church | D- Welfare/Hospital |
| G- Cemetery | H- Homeowner |
| M- Miscellaneous | R- Religious |
| S- Public School | V- Veteran |
| W- Welfare/Others | X- Combination |

6. Homeowners' Exemption. If your tax bill shows zero value on the Homeowners' Exemption line and you owned and occupied this property on January 1, 2019, you may be eligible for a partial (80%) homeowners' exemption if you file a claim with the Assessor on or before December 10, 2019. The homeowners' exemption tax reduction is attributable to the state-financed homeowners' tax relief program.

7. Questions about property valuation, exemptions, payments and fixed charges and/or special assessments should be directed to the telephone numbers indicated on the front of this bill.

8. Property Tax Postponement for Senior Citizens, Blind, Or Disabled Persons. The State Controller's Office(SCO) administers the Property Tax Postponement(PTP) program, which allows eligible homeowners to postpone payment of current-year property taxes on their residence. PTP applications are accepted from October 1 to February 10 each year. For more information, go to http://www.sco.ca.gov/ardtax_prop_tax_postponement.html. If you have any questions, call (800)952-5661 or email postponement@sco.ca.

000331

2020

iscal Year Beginning July 1, 2019 and Ending June 30, 2020

ALAMEDA COUNTY SECURED PROPERTY TAX STATEMENT

Henry C. Levy, Treasurer and Tax Collector
1221 Oak Street, Room 131
Oakland, California 94612

| Parcel Number | Tracer Number | Tax-Rate Area | Special Handling |
|---------------|---------------|---------------|------------------|
| 3-77-35-4 | 01457500 | 17-019 | |

Location of Property
785 15TH ST, OAKLAND

Assessed to on January 1, 2019
UNDERWOOD VINCENT R TR

UNDERWOOD VINCENT R TR
785 15TH ST
OAKLAND CA 94612-1055

| Tax-Rate Breakdown | | |
|-----------------------------|-----------------|-----------------|
| Taxing Agency | Tax Rate | Tax Amount |
| COUNTY WIDE TAX | 1.0500 % | 1,371.79 |
| VOTER APPROVED DEBT SERVICE | | |
| COUNTY GO BOND | 0.0108 % | 25.50 |
| CITY OF OAKLAND 1 | 0.1273 % | 495.43 |
| SCHOOL UNIFIED | 0.1169 % | 377.05 |
| SCHOOL COMM COLL | 0.0287 % | 80.95 |
| BAY AREA RAPID TRANSIT | 0.0120 % | 28.45 |
| EAST BAY REGIONAL PARK | 0.0090 % | 14.23 |
| TOTAL | 1.3547 % | 2,373.40 |

Please Read Important Messages

A fee of \$01.00 will be imposed on all returned or dishonored payments.

SECC

2

2020
 This Statement, July 1, 2019 and ending 06/30/20
ALAMEDA COUNTY SECURED PROPERTY TAX STATEMENT
 Parcel No. 077-004-0000
 Assessor's Office, Alameda County, California

OWNER:
 LINCOLN WOOD VINCENT R JR
 155 25TH ST
 OAKLAND, CA 94612-4308

PROPERTY:
 155 25TH ST, OAKLAND, CA 94612-4308

APPROXIMATE VALUE:
 \$1,000,000

| Category | Rate | Amount |
|-----------------------|--------|------------------|
| Ad Valorem | 0.0075 | 7,500.00 |
| Special Assessments | | 1,000.00 |
| Countywide | | 100.00 |
| City of Oakland | | 100.00 |
| City of Alameda | | 100.00 |
| City of Berkeley | | 100.00 |
| City of Emeryville | | 100.00 |
| City of Fremont | | 100.00 |
| City of Hayward | | 100.00 |
| City of San Leandro | | 100.00 |
| City of Union City | | 100.00 |
| City of West Berkeley | | 100.00 |
| City of Alameda | | 100.00 |
| City of Berkeley | | 100.00 |
| City of Emeryville | | 100.00 |
| City of Fremont | | 100.00 |
| City of Hayward | | 100.00 |
| City of San Leandro | | 100.00 |
| City of Union City | | 100.00 |
| City of West Berkeley | | 100.00 |
| TOTAL | | 10,000.00 |

2019-2020 SECOND INSTALLMENT PAYMENT, 2019-2020
 PARCEL NO. 077-004
 TRACT NO. 000000
2
 THE AMOUNT DUE FOR 1,000 sq ft PARCEL IS \$1,000.00
 PAY BY 06/30/2020
 PAY \$1,000.00

2019-2020 FIRST INSTALLMENT PAYMENT, 2019-2020
 PARCEL NO. 077-004
 TRACT NO. 000000
1
 THE AMOUNT DUE FOR 1,000 sq ft PARCEL IS \$1,000.00
 PAY BY 06/30/2019
 PAY \$1,000.00

THE COLLECTOR'S OFFICE
 Payment Department, City of Alameda
 1500 Alameda Street, Alameda, CA 94601
 (415) 762-2200

000333

2019-2020

For Fiscal Year Beginning July 1, 2019 and Ending June 30, 2020

ALAMEDA COUNTY SECURED PROPERTY TAX STATEMENT

Henry C. Levy, Treasurer and Tax Collector
1221 Oak Street, Room 131
Oakland, California 94612

| Parcel Number | Tracer Number | Tax-Rate Area | Special Handling |
|---------------|---------------|---------------|------------------|
| 3-77-35-4 | 01457500 | 17-019 | |

Location of Property
765 15TH ST, OAKLAND
Assessed to on January 1, 2019
UNDERWOOD VINCENT R TR

UNDERWOOD VINCENT R TR
765 15TH ST
OAKLAND CA 94612-1055

| Tax-Rate Breakdown | | |
|------------------------------|-----------------|-----------------|
| Taxing Agency | Tax Rate | Tax Amount |
| COUNTYWIDE TAX | 1.0000 % | 2,371.79 |
| VOTER APPROVED DEBT SERVICE: | | |
| COUNTY GO BOND | 0.0108 % | 25.60 |
| CITY OF OAKLAND 1 | 0.1975 % | 468.43 |
| SCHOOL UNIFIED | 0.1168 % | 277.03 |
| SCHOOL COMM COLL | 0.0257 % | 60.96 |
| BAY AREA RAPID TRANSIT | 0.0120 % | 28.46 |
| EAST BAY REGIONAL PARK | 0.0060 % | 14.23 |
| TOTAL | 1.3688 % | 3,246.50 |

| Fixed Charges and/or Special Assessments | | |
|---|--------------|-----------------|
| Description | Phone | Amount |
| MOSQUITO ABATEMENT | 800-273-5167 | 3.50 |
| CSA PARAMEDIC | 925-867-3400 | 102.06 |
| CSA VECTOR CONTROL | 800-273-5167 | 14.40 |
| CITY EMERG MEDICAL | 510-238-2942 | 30.90 |
| CITY PARAMEDIC SRV | 510-238-2942 | 24.60 |
| CSA LEAD ABATEMENT | 510-567-8280 | 10.00 |
| PERALTA CCD MEAS B | 800-792-8021 | 48.00 |
| VIOLENCE PREV TAX | 510-238-2942 | 231.66 |
| CITY LIBRARY SRV-D | 510-238-2942 | 159.72 |
| SFBRA MEASURE AA | 888-508-8157 | 12.00 |
| FLOOD BENEFIT 12 | 510-670-5212 | 16.00 |
| HAZ WASTE PROGRAM | 800-273-5167 | 19.92 |
| CSA VECTOR CNTRL B | 800-273-5167 | 7.00 |
| MOSQUITO ASSESS 2 | 800-273-5167 | 3.44 |
| AC TRANSIT MEAS VV | 800-273-5167 | 96.00 |
| CITY LIBRARY SERV | 510-238-2942 | 223.34 |
| EBMUD WETWEATHER | 866-403-2683 | 111.24 |
| * EAST BAY TRAIL LLD | 888-512-0316 | 8.16 |
| * EBRP PARK SAFETY/M | 888-512-0316 | 24.84 |
| CITY LANDSCP/LIGHT | 510-238-2942 | 200.14 |
| * Possible Sr Exemption - Call Agency | | |
| Total Fixed Charges and/or Special Assessments | | 1,346.92 |

| Tax Computation Worksheet | | | |
|---------------------------|---------------------------|-------------------------|-----------------|
| Description | Full Valuation | x Tax Rate | = Tax Amount |
| LAND IMPROVEMENTS | 35,703 | | |
| FIXTURES | 208,476 | | |
| TOTAL REAL PROPERTY | 244,179 | | |
| PERSONAL PROPERTY | | | |
| GROSS ASSESSMENT & TAX | 244,179 | 1.3688 % | 3,342.31 |
| HOMEOWNERS EXEMPTION | -7,000 | 1.3688 % | -95.81 |
| OTHER EXEMPTION | | | |
| NET ASSESSMENT AND TAX | 237,179 | 1.3688 % | 3,246.50 |
| | | | 3,246.50 |
| First Installment | Second Installment | Total Amount Due | |
| PAID \$ 2,296.71 | PAID \$ 2,296.71 | \$ 4,593.42 | |

Please Read Important Messages

A fee of \$61.00 will be imposed on all returned or dishonored payments.

SECOND INSTALLMENT PAYMENT, 2019-2020

PARCEL NO. 3-77-35-4
TRACER NO. 01457500

2

THIS AMOUNT DUE FEB 1, 2020 ==>

PAID \$ 2,296.71



Pay this amount after APRIL 10, 2020
(This includes delinquent penalty of 10% and \$10.00 cost)

PAID APR 3, 2020

FIRST INSTALLMENT PAYMENT, 2019-2020

PARCEL NO. 3-77-35-4
TRACER NO. 01457500

1

THIS AMOUNT DUE NOV 1, 2019 ==>

PAID \$ 2,296.71



Pay this amount after DECEMBER 10, 2019
(This includes delinquent penalty of 10%)

PAID NOV 4, 2019

Please See Reverse For More Information

ECheck accepted online through June 30, 2020
@<http://www.acgov.org/propertytax/>.

Visa, Mastercard, Discover, or American Express credit cards accepted by phone (510)272-6800 or online @<http://www.acgov.org/propertytax/>, mobile @www.acgov.org/mobile/apps/ through June 30, 2020. A convenience fee equal to 2.5% of the tax amount due will be added to your total payment.

Subscribe to receive email alerts about important property tax dates online @<http://www.acgov.org/propertytax/>.

This bill is as of May 5, 2020 1:34 PM and may not include pending payments and roll corrections.

Tax Collector's Office
Payment Questions/Credit Card Payments
(510) 272-6800

Assessor's Office
Valuation/Exemption
(510) 272-3787 (510) 272-3770

000334

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

HEARING DECISION

CASE NUMBER: L19-0257, Underwood v. Tenant

PROPERTY ADDRESS: 763, 765, and 767 15th Street, Oakland, CA

DATE OF HEARING: September 17, 2020

DATE OF DECISION: September 17, 2021

PARTIES: Vincent Underwood, Owner
Michael Cohen, Tenant
Abigail Bracerros, Tenant

APPEARANCES: Vincent Underwood, Owner
Amy Estandia, Witness
Michael Cohen, Tenant
Abigail Bracerros, Tenant

SUMMARY OF DECISION

The owner's petition is granted in part and denied in part. The unit at 767 15th Street, is exempt from the Rent Adjustment Ordinance on the ground that it is new construction. This unit is not exempt from the Rent Program Service fee.

CONTENTIONS OF PARTIES

On November 13, 2019, the owner filed a petition for a Certificate of Exemption which alleges that the subject unit is exempt from the Rent Adjustment Program (RAP) as new construction. While the petition only lists, 765 15th Street, he notices the tenants in the other units on the parcel, who attend the hearing. Additionally, in the hearing, he references all of the units on the lot as part of this exemption petition process. It appears the Owner believed to be filing a petition for all three units, and not just the one stated, and all parties were served.

The tenants, Michael Cohen and Abigail Bracerros, did not file a response. Both tenants appeared at the hearing.

ISSUES

1. Are the units at 763, 765, and 767 15 Street, exempt from the Rent Adjustment Ordinance on the grounds that it is new construction?
2. Are the units at 763, 765, and 767 15 Street, exempt from the Just Cause for Eviction Ordinance on the grounds that it is new construction?
3. Are the units at 763, 765, and 767 15 Street, exempt from paying the Rent Program Service fee?

EVIDENCE

Unit History: The Owner, Vincent Underwood, testified that he, purchased the parcel in 1982 from the City of Oakland at 765 15th Street. The Owner also testified that there was a single family home on the property, but it lacked electricity, plumbing, a foundation, and was not inhabitable. The Owner testified that, subsequently, he rebuilt his dwelling 765 15th Street as a single residence in 1983. He later added the unit at 763 (Cohen) to the original layout of the prior building, and even later, added the unit at 767 (Bracerros) on an area of the parcel that had not been built on before. All the units on the parcel are now described as a unit in a 3 unit building (Exhibit A).

Tenant Michael Cohen moved into 763 15th Street in 2017.

The Owner resides in 765 15th Street and has lived there since he purchased the property.

Tenant Abigail Bracerros moved into 767 15th Street in November, 2014. The Owner testified that there were no prior tenants. The Owner provided a Certificate of Occupancy for 767 15th Street that was finalized on November 14, 2014 (Exhibit A).

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Are the units at 763, 765, and 767 15 Street, exempt from the Rent Adjustment Ordinance on the grounds that it is new construction?

The Oakland Rent Adjustment Ordinance states that dwelling units are not “covered units” under the Ordinance if such units “were newly constructed and received a certificate of occupancy on or after January 1, 1983.¹” The dwelling unit must be entirely newly constructed or created from space that was formerly entirely non-residential. The only certificate of occupancy or finalized permit that was provided addresses the unit at 767 15th Street. There was no evidence provided to support the contention that 763 and 765 are new construction under the Rent Adjustment Ordinance since no finalized permit or certificate of occupancy was presented for these units.

¹ O.M.C. §8.22.030(A)(5)

The question to be decided is whether the prior residential building on the property affects the decision in this case. A certificate of occupancy that does “not precede the residential use of the property” does not qualify a property for an exemption from rent control under Costa Hawkins. Civil Code § 1954.52(a)(1)². Where there was a prior residential use of a property, a new Certificate of Occupancy was not controlling.³

In other words, if a property contains residential units that are subject to rent control but the units are redone such that a new certificate of occupancy (or its functional equivalent) is issued, the property does not qualify for an exemption from rent control for newly constructed dwelling units. The new construction must create new units from space not already being used for residential purposes to qualify for the Section 1954.52(a)(1) exemption or the exemption provided by the Rent Adjustment Ordinance. See also *Da Vinci Group v. San Francisco Residential Rent etc. Bd.* (1992) 5 Cal.App.4th 24 (rejecting rent control exemption for a live-work space that received a new certificate of occupancy for residential purposes after legalizing pre-existing residential uses).

Since the evidence established that units at 763 and 765 15th Street are in the footprint of the prior residential building, those units fall under the prior residential use of the property. The other unit, 767 15th Street, was built outside the footprint of the old residential unit and cannot reasonably be considered to fall under the prior residential use.

Therefore, the owner has met his burden of proof as to the unit at 767 15th Street. This unit is new construction and as such is exempt from the Rent Adjustment. However, the units at 763 and 765 15th Street are not new construction, as they fall under the prior residential use of the property, since the Certificate of Occupancy only references the third unit (767) as part of the conversion of a two unit building to a 3 unit building. Units 763 and 765 are covered units under the Ordinance.

The unit at 767 15th Street meets this requirement. It is found that the subject unit is exempt from the Rent Adjustment Ordinance on the ground that it is newly constructed.

Therefore, the unit at 767 15th Street is exempt from the Rent Adjustment Ordinance.

Are the units at 763, 765, and 767 15 Street, exempt from the Just Cause for Eviction Ordinance on the grounds that it is new construction?

The Just Cause for Eviction Ordinance applies to all residential rental units, and provides limited exemptions. The Just Cause for exemption applies to units built after December 31, 1995⁴.

The Owner testified that the unit was built at some time in 2014, which is after December 31, 1995. The Certificate of Occupancy is also dated November 2014, which is

² *Burien, LLC v. Wiley* (2014) 230 Cal.App.4th 1039, 1049.

³ *Ibid.*

⁴ O.M.C. §8.22.350(I)

after December 31, 1995. The unit appears to be exempt from the Just Cause for Eviction Ordinance as it was built after December 31, 1995.

Are the units at 763, 765, and 767 15 Street, exempt from paying the Rent Program Service fee?

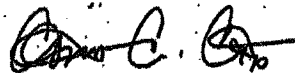
Oakland Municipal Code § 8.22.500 provides that the rent program service fee is to be "charged ... against any residential rental units that are either covered units or are covered by the Just Cause for Eviction Ordinance." Since 763 and 765 15th Streets are not exempt under the Rent Ordinance, the Rent Program Service fee applies. The unit at 767 15th Street is exempt from the Rent Ordinance and is likely exempt under Just Cause for Eviction.

Therefore, the rent program service fee applies to units 763 and 765 15th Streets. The Business and Tax Office may make a determination that the Rent Program Service fee does not apply to the unit at 765 15th Street since it is currently owner occupied and exempt from the Rent Ordinance and Just Cause for Eviction Ordinance because there is no tenant that resides there.

ORDER

1. The owner's petition is granted in part and denied in part. The unit at 767 is exempt from the Rent Adjustment Program on the grounds that it is new construction. The unit is likely exempt from the Rent Program Service fee.
2. A Certificate of Exemption will be issued upon this Decision becoming final.
3. **Right to Appeal:** This decision is the final decision of the Rent Adjustment Program Staff. Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) days after service of 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: September 17, 2021



COMERTRIA C. COOPER
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE
Case Number L19-0257

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

Hearing Decision

Owner

Vincent Renalde Underwood
765 15th Street
Oakland, CA 94612

Tenant

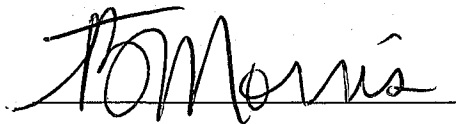
Abigail Braceros
767 15th Street
Oakland, CA 94612

Tenant

Michael Cohen
763 15th Street
Oakland, CA 94612

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.

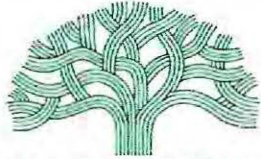
I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **September 22, 2021** in Oakland, CA.



Teresa Brown-Morris

Oakland Rent Adjustment Program

000339



CITY OF OAKLAND

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

For date stamp.

APPEAL

| | | | |
|---|--|---|--|
| Appellant's Name VINCENT R. UNDERWOOD | | <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant | |
| Property Address (Include Unit Number) 765 15th ST., 763 15th ST. AND 767 15th ST, OAKLAND | | | |
| Appellant's Mailing Address (For receipt of notices) 765 15th ST, OAKLAND CA, 94612 | | Case Number L19-0257 | Date of Decision appealed SEPTEMBER 25, 2024 |
| Name of Representative (if any) | | Representative's Mailing Address (For notices) | |

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

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


For more information phone (510) 238-3721.

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

Submissions to the Board must *not* exceed 25 pages from each party, and they must be received by the Rent Adjustment Program with a proof of service on opposing party within 15 days of filing the appeal. Only the first 25 pages of submissions from each party will be considered by the Board, subject to Regulations 8.22.010(A)(5). Please number attached pages consecutively. Number of pages attached: _____.

• 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 _____, 20____, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

| | |
|------------------------|------------------------------------|
| <u>Name</u> | MICHAEL COHEN |
| <u>Address</u> | 763 15 th ST. |
| <u>City, State Zip</u> | OAKLAND, CA 94612 |
| <u>Name</u> | ABIGAIL BRACEROS |
| <u>Address</u> | 767 15th ST. |
| <u>City, State Zip</u> | OAKLAND, CA 94612 |

| | |
|---|-----------|
|  | 9/25/2021 |
| SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE | DATE |

October 6, 2021

HEARING APPEAL

CASE NUMBER: L19-0257

PROPERTY ADDRESS: 763 15th Street, Oakland, CA 94612

DATE OF HEARING: September 17, 2020

DATE OF DECISION: September 17, 2021

PARTIES: Vincent Underwood, Owner
Michael Cohen, Tenant

APPEARANCES: Vincent Underwood, Owner
Amy Estandian, Witness
Michael Cohen, Tenant

SUMMARY OF DECISION

The owner's petition was approved for 767 but was denied for 763 15th Street from Rent Adjustment Ordinance. This appeal is for 763 only.

CONTENTIONS OF PARTIES

I, Vincent Underwood was put in the RAP program in error. This petition / appeal has nothing to do with my tenant. I never tried to evict him or unduly raise the rent. The rent my tenant pays is below market value and was never a problem. I don't know how the tenant got involved in my attempt to inform the RAP program administrators that my units were exempt from their program based on the dated of construction.

This appeal is to have 763 15th Street (two-bedroom unit) exempt from the Rent Adjustment Program on the grounds it is a new construction and not a re development of an existing unit.

000342

Also, I thought I provided an occupancy permit that covered two units. After looking at the certificate submitted I discovered the City of Oakland failed me again as the certificate provided was only for 767 and did not include 763.

However, 763 15th Street was completed in 2001. I asked for the certificate of occupancy but I have not received it yet. The unit 763 is new construction and never exist until it was completed in 2001.

The house I purchased from the City of Oakland was a single-story house. It was raised up and on top was developed into a 3-bedroom unit and the address is 765. The bottom below 765 was just two by sixes holding up the upper unit with no plumbing, wiring or framed rooms. In 2001, a new two-bedroom apartment was created using up two-third of the empty space below (leaving one-third of space to create a one-bedroom unit which became 767 15th Street in 2014). New gas and electric meters were installed and final inspections were completed on May 25, 2001 for 763 15th Street.

Attached is a copy showing the date the inspection was finalized for the new electric and gas meters.

The City of Oakland gave the two-bedroom new address, 763 15th Street and the post office and PG&E was notified. I did not receive and Occupancy Certificate. As a result of this endeavor I tried to get certificates for 763 and 767 15th and on 3/2/2020 the Building department only came up with a Certificate for 767 15th Street

Conclulsion:

763 unit did not exist and was completion in 2001 and this unit were not connected to the unit I live in (765) in any way. Unit 763 is a newly constructed and finalized in 2001. It was never occupied and never existed before then.

Please note that I did not intend to file an exemption for the unit I live in which is 765 15th St. Oakland CA 94612.



Vincent Underwood (owner)

765 15th Street

Oakland, CA 94612

510.839.5570

000343

| | | | | | | | |
|--------------------------|------------|---------|------------------|--|----------------------------------|--|---|
| <input type="checkbox"/> | 11/12/2014 | Final | RB1403341 | Residential Building - Alteration | 765 15TH ST, Oakland CA 94612 | to final RB1200947 (trades final); convert 2 units to 3 per DR93164; final exp. #s B9304754/B9602765 | to final RB1200947 (trades final); convert 2 units to 3; final exp. #s B9304754/B9602765 |
| <input type="checkbox"/> | 10/20/2014 | Final | RE1402355 | Residential Electrical - Alteration | 765 15TH ST, OAKLAND CA | electrical to complete adding 3rd unit creating triplex | electrical to complete adding 3rd unit creating triplex |
| <input type="checkbox"/> | 03/28/2012 | Expired | RE1200937 | Building/Residential/Electrical/Alteration | 765 15TH ST, OAKLAND CA | Electrical for third unit | Electrical for third unit |
| <input type="checkbox"/> | 03/28/2012 | Final | RM1200538 | Building/Residential/Mechanical/Alteration | 765 15TH ST, OAKLAND CA | Mechanical for new F.A.U. 95% efficiency for the third unit. | Mechanical for new F.A.U. 95% efficiency for the third unit. |
| <input type="checkbox"/> | 03/28/2012 | Final | RP1200706 | Building/Residential/Plumbing/Alteration | 765 15TH ST, OAKLAND CA | Plumbing for third unit - see worksheet. | Plumbing for third unit - see worksheet. |
| <input type="checkbox"/> | 03/22/2012 | Expired | RB1200947 | Building/Residential/Building/Addition | 765 15TH ST, OAKLAND CA | To complete work under B9602765 for third unit. | To complete work under B9602765 for third unit. |
| <input type="checkbox"/> | 12/15/2010 | Final | RE1003724 | Building/Residential/Electrical/Alteration | 765 15TH ST, OAKLAND CA | Electrical for garage, new subpanel & 220 for electric car. | Electrical for garage, new subpanel & 220 for electric car. |
| <input type="checkbox"/> | 11/16/2010 | Final | RB1004394 | Building/Residential/Building/Addition | 765 15TH ST, OAKLAND CA | Build new garage with deck above. (Shared plans with RB1004395) | Build new garage with deck above. (Shared plans with RB1004395) |
| <input type="checkbox"/> | 11/16/2010 | Final | RB1004395 | Building/Residential/Building/Repair | 765 15TH ST, OAKLAND CA | Rebuild back stairs and porch to duplex. (shared plans with RB1004394) | Rebuild back stairs and porch to duplex. (shared plans with RB1004394) |
| <input type="checkbox"/> | 05/25/2001 | Final | P0101529 | Building/Non- Residential/Plumbing/Alteration | 763 15TH ST, OAKLAND CA | 1 gas test (lower unit) | 1 gas test (lower unit) |
| <input type="checkbox"/> | 05/25/2001 | Final | Y0100051 | Building/Residential/Electrical/Alteration | 763 15TH ST, OAKLAND CA | METER RESET FOR LOWER UNIT | METER RESET FOR LOWER UNIT |

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: L19-0257, Underwood v. Tenants
APPEAL HEARING: January 27, 2022
PROPERTY ADDRESS: 763, 765, and 767 15th Street, Oakland, CA
APPEARANCES: Appellant/Owner: N/A
Respondent/Tenant: N/A

PROCEDURAL BACKGROUND

On November 13, 2019, the owner filed a petition for a Certificate of Exemption from the Rent Adjustment Ordinance on the basis that the subject property is new construction. Although the petition only listed one address (765 15th Street), the subject property consists of three units: 763, 765, and 767 15th Street.

The owner purchased the subject property from the City of Oakland in 1982. At the time, 765 was a single-family home and the only unit on the property. In 1983, the owner "rebuilt" the house. The owner subsequently added unit 763 to the original layout of the building, and later added unit 767 on an area of the parcel that had not previously been built on. The only certificate of occupancy that was issued for the property was for unit 767, which was finalized in 2014.

The owner resides in unit 765 and rents out units 763 and 767 to tenants. The tenants did not file a response to the petition but attended the hearing.

RULING ON THE CASE

On September 17, 2021, the hearing officer issued a decision granting the petition in part. The hearing officer found that units 763 and 765 were not new construction because they were created from the footprint of an existing residential unit. The only certificate of occupancy or finalized permit that the owner provided was for unit 767. The owner did not meet his burden of proving that when unit 763 was created in 2001, it was created from space that was entirely non-residential. Unit 767 qualifies as

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new construction because it was built outside the footprint of the original building and has a certificate of occupancy that was issued in 2014. Therefore, unit 767 qualifies for a Certificate of Exemption, but units 763 and 765 do not.

GROUNDNS FOR APPEAL

On October 6, 2021, the owner appealed the hearing decision as it related to unit 763. The owner alleged that the unit is new construction and not a re-development of the existing building because it was completed in 2001. The owner contended that the certificate of occupancy issued in 2014 was supposed to be for both units 763 and 767, but erroneously only listed 767. The owner stated that when he purchased the property in 1982, it was a single-story house. That house was raised up, and the top floor was developed into a 3-bedroom unit (765). The bottom was "just two by sixes holding up the upper unit with no plumbing, wiring or framed rooms." In 2001, two-thirds of the bottom floor was developed into unit 763. In 2014, the remaining one-third of the space was developed into unit 767.

The owner claimed that since unit 763 did not exist until 2001 and was not previously connected to the original unit 765, it should qualify for exemption.

BOARD DECISION

Neither party appeared at the hearing on January 27, 2022. Board Chair D. Ingram moved to dismiss the appeal due to the appellant's failure to appear. Member T. Williams seconded.

The Board voted as follows:

| | |
|-----------------|---|
| Aye: | D. Ingram, C. Oshinuga, E. Torres, T. Williams, N. Hudson, R. Nickens, Jr., H. Flanery |
| Nay: | None |
| Abstain: | None |

The motion was approved. The appeal was dismissed and the hearing decision dated September 17, 2021 is affirmed.

NOTICE TO PARTIES

Pursuant to Ordinance No(s). 9510 C.M.S. of 1977 and 10449 C.M.S. of 1984, modified in Article 5 of Chapter 1 of the Municipal Code, the City of Oakland has adopted the ninety (90) day statute of limitations period of Code of Civil Procedure, Section 1094.6.

YOU ARE HEREBY NOTIFIED THAT YOU HAVE NINETY (90) DAYS FROM THE DATE OF MAILING OF THIS DECISION WITHIN WHICH TO SEEK JUDICIAL REVIEW OF THE DECISION OF THIS BOARD IN YOUR CASE.

Chanée Franklin Minor

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

March 14, 2022

DATE

PROOF OF SERVICE

Case Number L19-0257

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

Owner

Vincent Renalde Underwood
765 15th Street
Oakland, CA 94612

Tenant

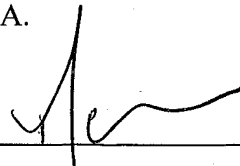
Abigail Bracerros
767 15th Street
Oakland, CA 94612

Tenant

Michael Cohen
763 15th Street
Oakland, CA 94612

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 **March 14, 2022** in Oakland, CA.



Merna Attalla

Oakland Rent Adjustment Program

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CHRONOLOGICAL CASE REPORT

Case No.: T19-0326

Case Name: Williams v. Crane Management

Property Address: 5460 Bancroft Avenue, Oakland, CA 94601

Parties: Crane Management (Owner)
Bharat Sahgal (Property Manager)
Jill Broadhurst (Owner Representative)
Phala Williams (Tenant)

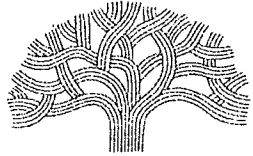
OWNER APPEAL:

| <u>Activity</u> | <u>Date</u> |
|---------------------------------|-------------------|
| Tenant Petition filed | June 25, 2019 |
| Owner Response filed | October 17, 2019 |
| Owner Response filed | October 22, 2019 |
| Owner Documentation submitted | November 15, 2019 |
| Owner Documentation submitted | December 2, 2019 |
| Owner Additional Response filed | January 2, 2020 |
| Hearing Date | January 13, 2020 |
| Hearing Decision mailed | March 13, 2020 |

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| | |
|------------------------|-------------------|
| Owner Appeal filed | March 31, 2020 |
| Appeal Hearing Date | November 12, 2020 |
| Appeal Decision mailed | January 19, 2021 |
| Remand Decision mailed | February 18, 2022 |
| Owner Appeal filed | March 2, 2022 |

T19.0326 RE/EL



CITY OF OAKLAND

CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
 250 Frank H. Ogawa Plaza, Ste. 5313
 Oakland, CA 94612-0243
 (510) 238-3721

RECEIVED
 CITY OF OAKLAND
 RENT ADJUSTMENT PROGRAM
 2019 JUN 25 AM 11:57

TENANT PETITION

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

Please print legibly

| | | |
|---|--|---|
| Your Name Phala Williams | Rental Address (with zip code) 5460 Bancroft Ave Apt 206 Oakland Ca 94601 | Telephone: (510) 459-1403 |
| Your Representative's Name Self | Mailing Address (with zip code) | E-mail: phalawilliams@yahoo.com |
| Property Owner(s) name(s) Crane Management | Mailing Address (with zip code) 2433 Mariner Square Loop #212 Alameda Ca 94501 | Telephone: (510) 918-2306 |
| Property Manager or Management Co. (if applicable) | Mailing Address (with zip code) | Email: |

Number of units on the property: 18-22

| | | | |
|---|--------------------------------|--|---|
| Type of unit you rent (check one) | <input type="checkbox"/> House | <input type="checkbox"/> Condominium | <input checked="" type="checkbox"/> Apartment, Room, or Live-Work |
| Are you current on your rent? (check one) | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | |

If you are not current on your rent, please explain. (If you are legally withholding rent state what, if any, habitability violations exist in your unit.) **My unit is infested with roaches and has been for over a year.**

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

| | |
|--------------------------|---|
| <input type="checkbox"/> | (a) The CPI and/or banked rent increase notice I was given was calculated incorrectly. |
| <input type="checkbox"/> | (b) The increase(s) exceed(s) the CPI Adjustment and is (are) unjustified or is (are) excessive. |
| <input type="checkbox"/> | (c) I received a rent increase notice before the property owner received approval from the Rent Adjustment Program for such an increase and the rent increase exceeds the CPI Adjustment and the Rent Adjustment Program's rent increase. |

TENANT PETITION
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| | |
|---|--|
| | (d) No written notice of Rent Program was given to me together with the notice of increase(s) I am contesting. (Only for increases noticed after July 26, 2000.) |
| | (e) The property owner did not give me the required form "Notice of the Rent Adjustment Program" at least 6 months before the effective date of the rent increase(s). |
| | (f) The rent increase notice(s) was (were) not given to me in compliance with State law. |
| | (g) The increase I am contesting is the second increase in my rent in a 12-month period. |
| X | (h) There is a current health, safety, fire, or building code violation in my unit, or there are serious problems with the conditions in the unit because the owner failed to do requested repair and maintenance. (Complete Section III on following page) |
| X | (i) The owner is providing me with fewer housing services than I received previously or is charging me for services originally paid by the owner. (OMC 8.22.070(F): A decrease in housing services is considered an increase in rent. A tenant may petition for a rent adjustment based on a decrease in housing services.) (Complete Section III on following page) |
| | (j) My rent was not reduced after a prior rent increase period for a Capital Improvement had expired. |
| | (k) The proposed rent increase would exceed an overall increase of 30% in 5 years. (The 5-year period begins with rent increases noticed on or after August 1, 2014). |
| | (l) I wish to contest an exemption from the Rent Adjustment Ordinance because the exemption was based on fraud or mistake. (OMC 8.22, Article I) |
| | (m) The owner did not give me a summary of the justification(s) for the increase despite my written request. |
| | (n) The rent was raised <u>illegally</u> after the unit was vacated as set forth under OMC 8.22.080. |

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

Date you moved into the Unit: January 2013 Initial Rent: \$ 1050.00 /month

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

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

List all rent increases that you want to challenge. Begin with the most recent and work backwards. If you need additional space, please attach another sheet. If you never received the RAP Notice you can contest all past increases. You must check "Yes" next to each increase that you are challenging.

| Date you received the notice (mo/day/year) | Date increase goes into effect (mo/day/year) | Monthly rent increase | | Are you Contesting this Increase in this Petition?* | Did You Receive a Rent Program Notice With the Notice Of Increase? |
|--|--|-----------------------|----|--|--|
| | | From | To | | |
| | | \$ | \$ | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | | \$ | \$ | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | | \$ | \$ | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | | \$ | \$ | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | | \$ | \$ | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | | \$ | \$ | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |

* You have 90 days from the date of notice of increase or from the first date you received written notice of the existence of the Rent Adjustment program (whichever is later) to contest a rent increase. (O.M.C. 8.22.090 A 2) If you did not receive a *RAP Notice* with the rent increase you are contesting but have received it in the past, you have 120 days to file a petition. (O.M.C. 8.22.090 A 3)

Have you ever filed a petition for this rental unit?

- Yes
- No

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

T14-0422

III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:

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

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

If you answered "Yes" to any of the above, or if you checked box (h) or (i) on page 2, please attach a separate sheet listing a description of the reduced service(s) and problem(s). Be sure to include the following:

- 1) a list of the lost housing service(s) or problem(s);
- 2) the date the loss(es) or problem(s) began or the date you began paying for the service(s)
- 3) when you notified the owner of the problem(s); and
- 4) how you calculate the dollar value of lost service(s) or problem(s).

Please attach documentary evidence if available.

You have the option to have a City inspector come to your unit and inspect for any code violation. To make an appointment, call the City of Oakland, Code of Compliance Unit at (510) 238-3381.

IV. VERIFICATION: The tenant must sign:

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

Phala Williams
Tenant's Signature

6-25-2019
Date

[Empty rectangular box]

[Empty rectangular box]

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

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

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

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

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

Phala Williams
Tenant's Signature

6.25.2019
Date

VI. IMPORTANT INFORMATION:

Time to File

This form must be **received** at the offices of the Rent Adjustment Program ("RAP") within the time limit for filing a petition set out in the Rent Adjustment Ordinance (Oakland Municipal Code, Chapter 8.22). RAP staff cannot grant an extension of time by phone to file your petition. **Ways to Submit. Mail to:** Oakland Rent Adjustment Program, 250 Frank H. Ogawa Plaza, Ste. 5313, Oakland, CA 94612; **In person:** Date stamp and deposit in Rent Adjustment Drop-Box, Housing Assistance Center, Dalziel Building, 250 Frank H. Ogawa Plaza, 6th Floor, Oakland; or through the **RAP Online Petitioning System:** <https://apps.oaklandca.gov/rappetitions/Petitions.aspx>. For more information, call: (510) 238-3721.

File Review

Your property owner(s) will be required to file a response to this petition with the Rent Adjustment office within 35 days of notification by the Rent Adjustment Program. When it is received, the RAP office will send you a copy of the Property Owner's Response form. Any attachments or supporting documentation from the owner will be available for review in the RAP office by appointment. To schedule a file review, please call the Rent Adjustment Program office at (510) 238-3721. If you filed your petition at the RAP Online Petitioning System, the owner may use the online system to submit the owner response and attachments, which would be accessible there for your review.

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

- Printed form provided by the owner
- Pamphlet distributed by the Rent Adjustment Program
- Legal services or community organization
- Sign on bus or bus shelter
- Rent Adjustment Program web site

Other (describe): The tenants in my complex went through the program in 2015

My apartment has been infested with roaches for over 1 year. When the issues started management would send pest control once a month if you put in a work order. As the problem progressed they would only come every other month. In May I had to have Alameda county vector control come out and they stated the issue was bigger than they expected and the problem couldn't be solved in my unit unless it was fixed in my neighbors unit first.

-Phala Williams

6-25-19

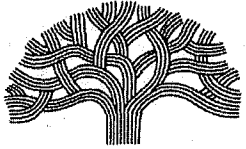
3460 Bancroft Ave #206
Oakland Ca 94601

Housing
Services
000355

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM

PC/EL

2019 OCT 17 AM 10:20

| | | |
|--|--|---|
|  CITY OF OAKLAND | CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612-0243 (510) 238-3721 | For date stamp. 2019 OCT 17 AM 10:20 RECEIVED CITY OF OAKLAND RENT ADJUSTMENT PROGRAM |
| | | <u>PROPERTY OWNER</u> <u>RESPONSE</u> |

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

CASE NUMBER T19- 0326

| | | |
|--|---|---|
| Your Name <i>Kit Crank,</i> <i>Crane Management</i> | Complete Address (with zip code) <i>2433 Mariner Sq. Loop</i> <i>#212, Alameda CA</i> <i>94501</i> | Telephone: <i>510 - 918 - 2306</i> Email: <i>Crancmanagement@gmail.com</i> |
| Your Representative's Name (if any) | Complete Address (with zip code) | Telephone: Email: |
| Tenant(s) Name(s) <i>Phala Williams</i> | Complete Address (with zip code) <i>5460 Bancroft Ave #206</i> <i>Oakland, CA 94601</i> | |
| Property Address (If the property has more than one address, list all addresses) | | Total number of units on property |

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

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

Date on which you acquired the building: NA / Not property owner

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

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

I. JUSTIFICATION FOR RENT INCREASE You must check the appropriate justification(s) box for each increase greater than the Annual CPI adjustment contested in the tenant(s) petition. For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations. You can get additional information and copies of the Ordinance and Regulations from the Rent Program office in person or by phoning (510) 238-3721.

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

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

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

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

The tenant moved into the rental unit on 1/14/13

The tenant's initial rent including all services provided was: \$ 1050 / month.

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

If yes, on what date was the Notice first given? On or before 3/30/15

Is the tenant current on the rent? Yes _____ No

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

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

III. EXEMPTION

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

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

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

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

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

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

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

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

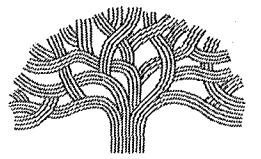
The unit is located in a building with three or fewer units. The owner occupies one of the units continuously as his or her principal residence and has done so for at least one year.

IV. DECREASED HOUSING SERVICES

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

7 pages front/back
RC/EL

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

| | | |
|--|--|-------------------------------------|
|  CITY OF OAKLAND | CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612-0243 (510) 238-3721 | For date stamp: 2019 OCT 22 PM 3:26 |
| | <u>PROPERTY OWNER</u> <u>RESPONSE</u> | |

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

CASE NUMBER T 19 - 0326

| | | |
|---|--|-----------------------------------|
| Your Name Crane Management | Complete Address (with zip code) 2435 Mariner Square Loop #212 Alameda, CA 94501 | Telephone: 510-918-2306 |
| | | Email: |
| Your Representative's Name (if any) BIG CITY Property Group Jill Broadhurst | Complete Address (with zip code) PO Box 13122 Oakland CA 94661 | Telephone: 510-838-0655 |
| | | Email: bigcitypg@gmail.com |
| Tenant(s) Name(s) Phala Williams | Complete Address (with zip code) 5460 Bancroft Ave Loop #212 Alameda, CA 94501 | phalawilliams@yahoo.com |
| Property Address (If the property has more than one address, list all addresses) 5460 Bancroft Ave Oakland, CA 94601 | | Total number of units on property |

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

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

Date on which you acquired the building: ___/___/___.

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

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

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

III. EXEMPTION

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

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

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

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

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

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

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

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

IV. DECREASED HOUSING SERVICES

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

RC/EL




Crane Management
2433 Mariner Square Loop # 212
Alameda, CA. 94501
O 510-918-2306 * F 510-291-9588

TO: Robert F. Costa
FROM: Crane Management, Kit Crane
DATE: 11/15/19

RE: Case #T19-0326 Williams v. Crane Management

This letter is in response to the letter Nov. 6, 2019 stating that proof was not provided for payment of Oakland Business Tax and Rent Board Services Fees.

Please see the valid business license, bank account showing proof of payment. See the circled items (The fees were paid through the online system.) I have also attached the ledger to show the matching amounts. I have also attached a copy of the email sent by the City of Oakland accepting both RAP and Business Tax.



Crane Management
Lic. # 01791769

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROC. DIV.
2019 NOV 15 AM 11:43

OWNER 11/15/19
RESPONSE
000362

General Ledger

Properties: 5460 Bancroft Avenue Oakland, CA 94601, 5452 Bancroft Ave. Oakland, CA 94601

GL Accounts: 4490: RAP Fee, 6162: Rental Tax Authority, and 6164: Oakland Business Tax

Exclude Zero Dollar Receipts From Cash Accounts: No

Date Range: 01/01/2019 to 11/15/2019

Show Reversed Transactions: No

| Date | Payee / Payer | Type | Reference | Debit | Credit | Balance | Description |
|------------------------------------|---|---------|-----------|------------------|-------------|------------------|----------------------------------|
| 4490 - RAP Fee | | | | | | | |
| Starting Balance | | | | | | 0.00 | |
| Net Change | | | | | | 0.00 | |
| | | | | 0.00 | 0.00 | 0.00 | |
| 6162 - Rental Tax Authority | | | | | | | |
| Starting Balance | | | | | | 0.00 | |
| 02/22/2019 | City of Oakland - RAP | Payment | ACH Pmt | 1,360.00 | | 1,360.00 | Payment for 5460 Bancroft Avenue |
| 02/26/2019 | City of Oakland - RAP | Payment | ACH Pmt | 2,713.20 | | 4,073.20 | Payment for 5452 Bancroft Ave |
| Net Change | | | | | | 4,073.20 | |
| | | | | 4,073.20 | 0.00 | 4,073.20 | |
| 6164 - Oakland Business Tax | | | | | | | |
| Starting Balance | | | | | | 0.00 | |
| 02/22/2019 | City of Oakland, Finance Department Revenue Management Bureau | Payment | ACH Pmt | 3,340.89 | | 3,340.89 | Payment for 5452 Bancroft Ave |
| 02/26/2019 | City of Oakland, Finance Department Revenue Management Bureau | Payment | ACH Pmt | 2,916.45 | | 6,257.34 | Payment for 5460 Bancroft Avenue |
| Net Change | | | | | | 6,257.34 | |
| | | | | 6,257.34 | 0.00 | 6,257.34 | |
| Total | | | | 10,330.54 | 0.00 | 10,330.54 | |

| Date | Description | Deposits/Credits | Withdrawals/Debits | Ending Daily Balance |
|---------------|--|---------------------|-----------------------|----------------------|
| 03/11/19 | BUSINESS TO BUSINESS ACH Crane Management Settlement 031119 000005597828421 Crane Management | | \$701.10 | |
| 03/08/19 | CHECK # 3261 | | \$1,349.50 | \$10,434.82 |
| 03/08/19 | CHECK # 3266 | | \$882.50 | |
| 03/08/19 | DEPOSIT | \$1,220.00 | | |
| 03/07/19 | CHECK # 3263 | | \$535.50 | \$11,446.82 |
| 03/05/19 | DEPOSIT | \$1,600.00 | | \$11,982.32 |
| 03/05/19 | Crane Management Settlement 030519 000005564790217 Crane Management | \$1,250.00 | | |
| 03/04/19 | DEPOSIT | \$665.00 | | \$9,132.32 |
| 03/04/19 | Crane Management Settlement 030419 000005548091277 Crane Management | \$1,300.00 | | |
| 03/04/19 | Crane Management Settlement 030419 000005528420997 Crane Management | \$1,150.00 | | |
| 03/01/19 | BUSINESS TO BUSINESS ACH Crane Management Settlement 030119 000005527349765 Crane Management | | \$140.40 | \$6,017.32 |
| 03/01/19 | Crane Management Settlement 030119 000005516168341 Crane Management | \$1,495.00 | | |
| 02/28/19 | Crane Management Settlement 022819 000005512215313 Crane Management | \$1,150.00 | | \$4,662.72 |
| 02/27/19 | CHECK # 3262 | | \$205.00 | \$3,512.72 |
| 02/27/19 | BUSINESS TO BUSINESS ACH Crane Management Settlement 022719 000005507843313 Crane Management | | \$225.03 | |
| 02/27/19 | DEPOSIT | \$400.00 | | |
| 02/26/19 | HDLCITYOFOAKLAND BUS. TAX Feb 25 POSWeb 00973693 Crane Management | | \$2,916.45 | \$3,542.75 |
| 02/26/19 | HDLCITYOFOAKLAND BUS. TAX Feb 25 POSWeb 00973703 Crane Management | | \$2,113.20 | |
| 02/26/19 | Crane Management Settlement 022619 000005494814009 Crane Management | \$1,250.00 | | |
| Totals | | \$211,665.17 | \$180,788.23 | 000364 |

5460 Bancroft

* Bus. tax

\$2,916.45

~~\$2,113.20~~

| Date | Description | Deposits/Credits | Withdrawals/Debits | Ending Daily Balance |
|---------------|---|---------------------|---------------------|----------------------|
| 02/25/19 | ONLINE TRANSFER FROM KITRON L CRANE REF #IB05V3FWYB BUSINESS CHECKING OAK RAP BUS | \$4,710.00 | | \$7,922.40 |
| 02/22/19 | CHECK # 3258 | | \$358.53 | \$3,212.40 |
| 02/22/19 | CHECK # 3259 | | \$185.00 | |
| 02/22/19 | HDL CITY OF OAKLAND BUS. TAX Feb 21 POS Web 00970271 Crane Management | | \$3,340.89 | |
| 02/22/19 | HDL CITY OF OAKLAND BUS. TAX Feb 21 POS Web 00970286 Crane Management | | \$1,360.00 | |
| | | | | 5460 Bancorp RAP |
| 02/22/19 | DEPOSIT | \$800.00 | | |
| 02/22/19 | DEPOSIT | \$850.00 | | |
| 02/20/19 | DEPOSIT | \$700.00 | | \$6,806.82 |
| 02/19/19 | CHECK # 3257 | | \$875.00 | \$6,106.82 |
| 02/15/19 | CHECK # 3256 | | \$510.08 | \$6,981.82 |
| 02/15/19 | CHECK # 3253 | | \$87.50 | |
| 02/15/19 | CHECK # 3255 | | \$55.89 | |
| 02/15/19 | DEPOSIT | \$1,295.00 | | |
| 02/12/19 | CHECK # 3252 | | \$380.00 | \$6,340.29 |
| 02/12/19 | DEPOSITED OR CASHED CHECK # 3250 | | \$150.00 | |
| 02/12/19 | HARLAND CLARKE CHECK/ACC. 021119 00736267575482 CRANE MANAGEMENT | | \$98.69 | |
| 02/12/19 | Crane Management Settlement 021219 000005440815517 Crane Management | \$875.00 | | |
| 02/11/19 | CHECK # 3251 | | \$1,919.64 | \$6,093.98 |
| 02/11/19 | BUSINESS TO BUSINESS ACH Crane Management Settlement 021119 000005439577837 Crane Management | | \$664.20 | |
| 02/08/19 | BUSINESS TO BUSINESS ACH Crane Management Settlement 020819 000005433396777 Crane Management | | \$252.30 | \$8,677.82 |
| 02/07/19 | CHECK # 3232 | | \$17,034.24 | \$8,930.12 |
| 02/06/19 | CHECK # 3249 | | \$334.02 | \$25,964.36 |
| Totals | | \$211,665.17 | \$180,788.23 | 000365 |

General Ledger

Properties: 5460 Bancroft Avenue Oakland, CA 94601, 5452 Bancroft Ave. Oakland, CA 94601

GL Accounts: 4490: RAP Fee and 6162: Rental Tax Authority

Exclude Zero Dollar Receipts From Cash Accounts: Yes

Date Range: 01/01/2018 to 10/16/2019

Show Reversed Transactions: No

| Property | Date | Payee / Payer | Type | Reference | Debit | Credit | Balance | Description |
|--|----------------|--------------------------|---------|------------|-----------------|-------------|-----------------|--------------|
| 4490 - RAP Fee | | | | | | | | |
| Starting Balance | | | | | | | 0.00 | |
| Net Change | | | | | | | 0.00 | |
| | | | | | 0.00 | 0.00 | 0.00 | |
| 6162 - Rental Tax Authority | | | | | | | | |
| Starting Balance | | | | | | | 0.00 | |
| 5452 Bancroft Ave. Oakland, CA 94601 | 02/28/ 2018 | City of Oakland - RAP | Payment | Online Pmt | 1,428.00 | | 1,428.00 | |
| 5460 Bancroft Avenue Oakland, CA 94601 | 10/12/ 2018 | City of Oakland - RAP | Payment | Online Pmt | 1,188.00 | | 2,616.00 | |
| 5452 Bancroft Ave. Oakland, CA 94601 | 02/22/ 2019 | City of Oakland - RAP | Payment | ACH Pmt | 1,360.00 | | 3,976.00 | Pmt for 5460 |
| 5452 Bancroft Ave. Oakland, CA 94601 | 02/26/ 2019 | City of Oakland - RAP | Payment | ACH Pmt | 2,713.20 | | 6,689.20 | |
| Net Change | | | | | | | 6,689.20 | |
| | | | | | 6,689.20 | 0.00 | 6,689.20 | |
| Total | | | | | 6,689.20 | 0.00 | 6,689.20 | |

Handwritten signature/initials in a box

| Date | Description | Deposits/Credits | Withdrawals/Debits | Ending Daily Balance |
|---------------|---|---------------------|---------------------|----------------------|
| 02/25/19 | ONLINE TRANSFER FROM KITRON L CRANE REF #IB05V3FWYB BUSINESS CHECKING OAK RAP BUS | \$4,710.00 | | \$7,922.40 |
| 02/22/19 | CHECK # 3258 | | \$358.53 | \$3,212.40 |
| 02/22/19 | CHECK # 3259 | | \$185.00 | |
| 02/22/19 | HDLCITYOFOAKLAND BUS. TAX Feb 21 POSWeb 00970271 Crane Management | | \$3,340.89 | |
| 02/22/19 | HDLCITYOFOAKLAND BUS. TAX Feb 21 POSWeb 00970286 Crane Management | | \$1,360.00 | |
| 02/22/19 | DEPOSIT | \$800.00 | | |
| 02/22/19 | DEPOSIT | \$850.00 | | |
| 02/20/19 | DEPOSIT | \$700.00 | | \$6,806.82 |
| 02/19/19 | CHECK # 3257 | | \$875.00 | \$6,106.82 |
| 02/15/19 | CHECK # 3256 | | \$510.08 | \$6,981.82 |
| 02/15/19 | CHECK # 3253 | | \$87.50 | |
| 02/15/19 | CHECK # 3255 | | \$55.89 | |
| 02/15/19 | DEPOSIT | \$1,295.00 | | |
| 02/12/19 | CHECK # 3252 | | \$380.00 | \$6,340.29 |
| 02/12/19 | DEPOSITED OR CASHED CHECK # 3250 | | \$150.00 | |
| 02/12/19 | HARLAND CLARKE CHECK/ACC. 021119 00736267575482 CRANE MANAGEMENT | | \$98.69 | |
| 02/12/19 | Crane Management Settlement 021219 000005440815517 Crane Management | \$875.00 | | |
| 02/11/19 | CHECK # 3251 | | \$1,919.64 | \$6,093.98 |
| 02/11/19 | BUSINESS TO BUSINESS ACH Crane Management Settlement 021119 000005439577837 Crane Management | | \$664.20 | |
| 02/08/19 | BUSINESS TO BUSINESS ACH Crane Management Settlement 020819 000005433396777 Crane Management | | \$252.30 | \$8,677.82 |
| 02/07/19 | CHECK # 3232 | | \$17,034.24 | \$8,930.12 |
| 02/06/19 | CHECK # 3249 | | \$334.02 | \$25,964.36 |
| Totals | | \$211,665.17 | \$180,788.23 | 000367 |

Tenant Ledger

Tenants: Phala Williams

Mobile: (510) 459-1403

Unit: 206

Property: 5460 Bancroft Avenue Oakland, CA 94601

Status: Current

Move in date: 01/14/2014

Move out date: --

Lease Expiration: 01/13/2015

Rent: 977.00

Deposit Paid: 1,050.00

EWA

| Date | Payer | Description | Charges | Payments | Balance |
|------------------|----------------|--|-----------|----------|----------|
| Starting Balance | | | | | 0.00 |
| 01/14/2014 | | Owner Held Security Deposits - Move In Charge: Owner Held Security Deposits | 1,050.00 | | 1,050.00 |
| 11/20/2015 | Phala Williams | Payment | | 1,050.00 | 0.00 |
| 12/01/2015 | | Rent Income - December 2015 | 1,050.00 | | 1,050.00 |
| 12/10/2015 | Phala Williams | Payment | | 698.26 | 351.74 |
| 01/01/2016 | | Rent Income - January 2016 | 1,050.00 | | 1,401.74 |
| 01/12/2016 | Phala Williams | Payment | | 698.28 | 703.46 |
| 02/01/2016 | | Rent Income - February 2016 | 1,050.00 | | 1,753.46 |
| 02/10/2016 | Phala Williams | Payment | | 698.00 | 1,055.46 |
| 02/10/2016 | Phala Williams | Payment | | 0.28 | 1,055.18 |
| 03/01/2016 | | Rent Income - March 2016 | 1,050.00 | | 2,105.18 |
| 03/11/2016 | Phala Williams | Payment | | 698.28 | 1,406.90 |
| 04/01/2016 | | Rent Income - April 2016 | 1,050.00 | | 2,456.90 |
| 04/12/2016 | Phala Williams | Payment | | 882.00 | 1,574.90 |
| 05/01/2016 | | Rent Income - May 2016 | 1,050.00 | | 2,624.90 |
| 05/05/2016 | Phala Williams | Payment | | 882.00 | 1,742.90 |
| 06/01/2016 | | Rent Income - June 2016 | 1,050.00 | | 2,792.90 |
| 06/09/2016 | Phala Williams | Payment | | 922.00 | 1,870.90 |
| 07/01/2016 | | Rent Income - July 2016 | 1,050.00 | | 2,920.90 |
| 07/14/2016 | | Late Fee | 100.00 | | 3,020.90 |
| 07/14/2016 | Phala Williams | Payment | | 1,000.00 | 2,020.90 |
| 07/14/2016 | Phala Williams | Payment | | 77.00 | 1,943.90 |
| 08/01/2016 | | Rent Income - August 2016 | 1,050.00 | | 2,993.90 |
| 08/05/2016 | Phala Williams | Payment | | 977.00 | 2,016.90 |
| 09/01/2016 | | Rent Income - September 2016 | 1,050.00 | | 3,066.90 |
| 09/08/2016 | Phala Williams | Payment | | 977.00 | 2,089.90 |
| 10/01/2016 | | Rent Income - October 2016 | 1,050.00 | | 3,139.90 |
| 10/07/2016 | Phala Williams | Payment | | 977.00 | 2,162.90 |
| 11/01/2016 | | Rent Income - November 2016 | 1,050.00 | | 3,212.90 |
| 11/01/2016 | | Tenant Reimbursement - Oakland Rent Board Reductions | -2,235.90 | | 977.00 |
| 11/16/2016 | Phala Williams | Payment | | 977.00 | 0.00 |
| 12/01/2016 | | Rent Income - December 2016 | 977.00 | | 977.00 |
| 12/19/2016 | Phala Williams | ACH Payment (Reference #9326-16C6) | | 977.00 | 0.00 |
| 01/01/2017 | | Rent Income - January 2017 | 977.00 | | 977.00 |
| 01/10/2017 | Phala Williams | ACH Payment (Reference #EAE8-8C4D) | | 756.00 | 221.00 |

Tenant Ledger

| Date | Payer | Description | Charges | Payments | Balance |
|------------|----------------|--|---------|----------|----------|
| 01/19/2017 | Phala Williams | ACH Payment (Reference #7F32-499A) | | 100.00 | 121.00 |
| 02/01/2017 | | Rent Income - February 2017 | 977.00 | | 1,098.00 |
| 02/16/2017 | Phala Williams | ACH Payment (Reference #422A-DA94) | | 756.00 | 342.00 |
| 02/16/2017 | Phala Williams | ACH Payment (Reference #A6E3-46D4) | | 4.00 | 338.00 |
| 02/22/2017 | Phala Williams | ACH Payment (Reference #2504-FBE2) | | 200.00 | 138.00 |
| 03/01/2017 | | Rent Income - March 2017 | 977.00 | | 1,115.00 |
| 03/02/2017 | Phala Williams | ACH Payment (Reference #DEC3-3258) | | 100.00 | 1,015.00 |
| 03/13/2017 | Phala Williams | ACH Payment (Reference #D1EB-91D2) | | 800.00 | 215.00 |
| 03/23/2017 | Phala Williams | ACH Payment (Reference #99AB-D6C6) | | 100.00 | 115.00 |
| 04/01/2017 | | Rent Income - April 2017 | 977.00 | | 1,092.00 |
| 04/18/2017 | Phala Williams | ACH Payment (Reference #B819-84D6) | | 778.00 | 314.00 |
| 04/20/2017 | Phala Williams | ACH Payment (Reference #122F-0236) | | 100.00 | 214.00 |
| 04/27/2017 | Phala Williams | ACH Payment (Reference #C133-8042) | | 100.00 | 114.00 |
| 05/01/2017 | | Rent Income - May 2017 | 977.00 | | 1,091.00 |
| 05/10/2017 | Phala Williams | ACH Payment (Reference #B513-908A) | | 750.00 | 341.00 |
| 05/22/2017 | Phala Williams | ACH Payment (Reference #F45B-3E3C) | | 150.00 | 191.00 |
| 06/01/2017 | | Rent Income - June 2017 | 977.00 | | 1,168.00 |
| 06/08/2017 | Phala Williams | ACH Payment (Reference #69F5-D16C) | | 100.00 | 1,068.00 |
| 06/14/2017 | Phala Williams | ACH Payment (Reference #72E0-BA44) | | 754.00 | 314.00 |
| 06/22/2017 | Phala Williams | ACH Payment (Reference #1276-4D7E) | | 100.00 | 214.00 |
| 07/01/2017 | | Rent Income - July 2017 | 977.00 | | 1,191.00 |
| 07/11/2017 | Phala Williams | ACH Payment (Reference #B037-4C14) | | 819.00 | 372.00 |
| 07/13/2017 | Phala Williams | ACH Payment (Reference #CE53-CD38) | | 100.00 | 272.00 |
| 08/01/2017 | | Rent Income - August 2017 | 977.00 | | 1,249.00 |
| 08/11/2017 | Phala Williams | ACH Payment (Reference #B273-2218) | | 750.00 | 499.00 |
| 09/01/2017 | | Rent Income - September 2017 | 977.00 | | 1,476.00 |
| 09/08/2017 | Phala Williams | ACH Payment (Reference #AB9E-3D62) | | 100.00 | 1,376.00 |
| 09/14/2017 | Phala Williams | ACH Payment (Reference #7D33-4DFC) | | 752.00 | 624.00 |
| 10/01/2017 | | Rent Income - October 2017 | 977.00 | | 1,601.00 |
| 10/11/2017 | Phala Williams | ACH Payment (Reference #8048-1C26) | | 750.00 | 851.00 |
| 10/20/2017 | Phala Williams | ACH Payment (Reference #5597-1E14) | | 200.00 | 651.00 |
| 11/01/2017 | | Rent Income - November 2017 | 977.00 | | 1,628.00 |
| 11/13/2017 | Phala Williams | ACH Payment (Reference #2A9E-BE6E) | | 700.00 | 928.00 |
| 12/01/2017 | | Rent Income - December 2017 | 977.00 | | 1,905.00 |
| 12/08/2017 | Phala Williams | ACH Payment (Reference #63D5-DC7E) | | 885.00 | 1,020.00 |
| 12/15/2017 | Phala Williams | ACH Payment (Reference #E749-B042) | | 150.00 | 870.00 |
| 12/29/2017 | Phala Williams | ACH Payment (Reference #153B-AA2A) | | 150.00 | 720.00 |
| 01/01/2018 | | Rent Income - January 2018 | 977.00 | | 1,697.00 |
| 01/02/2018 | Phala Williams | ACH Payment (Reference #A3BD-0182) | | 100.00 | 1,597.00 |
| 01/05/2018 | Phala Williams | ACH Payment (Reference #2881-7B68) | | 150.00 | 1,447.00 |
| 01/09/2018 | Phala Williams | ACH Payment (Reference #3DC8-FC2A) Reversed by NSF | | 750.00 | 697.00 |
| 01/11/2018 | Phala Williams | NSF reversal receipt for Reference #3DC8-FC2A | | -750.00 | 1,447.00 |
| 01/11/2018 | Phala Williams | ACH Payment (Reference #B227-0156) | | 730.00 | 717.00 |
| 01/19/2018 | Phala Williams | ACH Payment (Reference #4558-B044) | | 150.00 | 567.00 |
| 02/01/2018 | | Rent Income - February 2018 | 977.00 | | 1,544.00 |
| 02/02/2018 | Phala Williams | ACH Payment (Reference #CE56-A5FC) | | 100.00 | 1,444.00 |

Tenant Ledger

| Date | Payer | Description | Charges | Payments | Balance |
|------------|----------------|---|---------|----------|----------|
| 02/09/2018 | Phala Williams | ACH Payment (Reference #5651-D7DA) Reversed by NSF | | 850.00 | 594.00 |
| 02/12/2018 | Phala Williams | ACH Payment (Reference #802A-E968) | | 600.00 | -6.00 |
| 02/13/2018 | Phala Williams | NSF reversal receipt for Reference #5651-D7DA | | -850.00 | 844.00 |
| 03/01/2018 | | Rent Income - March 2018 | 977.00 | | 1,821.00 |
| 03/12/2018 | Phala Williams | ACH Payment (Reference #7A93-1D42) | | 756.00 | 1,065.00 |
| 03/23/2018 | Phala Williams | ACH Payment (Reference #2266-B4E4) | | 200.00 | 865.00 |
| 04/01/2018 | | Rent Income - April 2018 | 977.00 | | 1,842.00 |
| 04/02/2018 | Phala Williams | ACH Payment (Reference #4E2E-9703) | | 100.00 | 1,742.00 |
| 04/04/2018 | Phala Williams | ACH Payment (Reference #4BB3-A0C6) | | 100.00 | 1,642.00 |
| 04/06/2018 | Phala Williams | ACH Payment (Reference #1853-2BBA) | | 100.00 | 1,542.00 |
| 04/10/2018 | Phala Williams | ACH Payment (Reference #8415-A4B8) | | 750.00 | 792.00 |
| 04/13/2018 | Phala Williams | ACH Payment (Reference #BCF3-F06A) | | 100.00 | 692.00 |
| 04/19/2018 | Phala Williams | ACH Payment (Reference #24E9-36B8) | | 100.00 | 592.00 |
| 04/23/2018 | Phala Williams | ACH Payment (Reference #6673-2D5C) | | 200.00 | 392.00 |
| 04/26/2018 | Phala Williams | ACH Payment (Reference #FF53-49D2) | | 200.00 | 192.00 |
| 05/01/2018 | | Rent Income - May 2018 | 977.00 | | 1,169.00 |
| 05/11/2018 | Phala Williams | ACH Payment (Reference #3262-42EE) | | 600.00 | 569.00 |
| 06/01/2018 | | Rent Income - June 2018 | 977.00 | | 1,546.00 |
| 06/07/2018 | Phala Williams | ACH Payment (Reference #7BA4-10AC) | | 746.00 | 800.00 |
| 06/22/2018 | Phala Williams | ACH Payment (Reference #A334-031E) | | 100.00 | 700.00 |
| 07/01/2018 | | Rent Income - July 2018 | 977.00 | | 1,677.00 |
| 07/05/2018 | Phala Williams | ACH Payment (Reference #A4AF-1858) | | 100.00 | 1,577.00 |
| 07/10/2018 | Phala Williams | ACH Payment (Reference #CE06-04BC) | | 749.00 | 828.00 |
| 07/18/2018 | Phala Williams | ACH Payment (Reference #CDD0-CA90) | | 10.00 | 818.00 |
| 08/01/2018 | | Rent Income - August 2018 | 977.00 | | 1,795.00 |
| 08/13/2018 | Phala Williams | ACH Payment (Reference #EE41-76F6) Reversed by NSF | | 750.00 | 1,045.00 |
| 08/15/2018 | Phala Williams | NSF reversal receipt for Reference #EE41-76F6 | | -750.00 | 1,795.00 |
| 08/15/2018 | Phala Williams | ACH Payment (Reference #40C9-3312) | | 750.00 | 1,045.00 |
| 09/01/2018 | | Rent Income - September 2018 | 977.00 | | 2,022.00 |
| 09/03/2018 | Phala Williams | ACH Payment (Reference #3D77-96C6) | | 200.00 | 1,822.00 |
| 09/10/2018 | Phala Williams | ACH Payment (Reference #6E52-6E48) | | 750.00 | 1,072.00 |
| 10/01/2018 | | Rent Income - October 2018 | 977.00 | | 2,049.00 |
| 10/09/2018 | Phala Williams | ACH Payment (Reference #3A38-D36C) | | 751.00 | 1,298.00 |
| 10/22/2018 | Phala Williams | ACH Payment (Reference #507B-2B08) | | 90.00 | 1,208.00 |
| 10/26/2018 | Phala Williams | ACH Payment (Reference #155C-43E6) | | 130.00 | 1,078.00 |
| 11/01/2018 | | Rent Income - November 2018 | 977.00 | | 2,055.00 |
| 11/13/2018 | Phala Williams | ACH Payment (Reference #D759-FD72) | | 750.00 | 1,305.00 |
| 11/14/2018 | | Tenant Reimbursement - Rent and Cleaning Credit Due to Fire | -345.40 | | 959.60 |
| 11/28/2018 | Phala Williams | ACH Payment (Reference #8AF5-29F8) | | 100.00 | 859.60 |
| 12/01/2018 | | Rent Income - December 2018 | 977.00 | | 1,836.60 |
| 12/09/2018 | Phala Williams | ACH Payment (Reference #DB2F-CA5A) | | 90.00 | 1,746.60 |
| 12/12/2018 | Phala Williams | ACH Payment (Reference #3753-5588) | | 546.00 | 1,200.60 |
| 01/01/2019 | | Rent Income - January 2019 | 977.00 | | 2,177.60 |
| 01/10/2019 | Phala Williams | ACH Payment (Reference #54BF-EE14) | | 749.00 | 1,428.60 |

Tenant Ledger

| Date | Payer | Description | Charges | Payments | Balance |
|------------|----------------|--|---------|----------|----------|
| 01/24/2019 | Phala Williams | ACH Payment (Reference #AB7E-40EC) | | 100.00 | 1,328.60 |
| 02/01/2019 | | Rent Income - February 2019 | 977.00 | | 2,305.60 |
| 02/12/2019 | Phala Williams | ACH Payment (Reference #6D36-075A) | | 750.00 | 1,555.60 |
| 02/27/2019 | Phala Williams | ACH Payment (Reference #D411-5000) | | 100.00 | 1,455.60 |
| 03/01/2019 | | Rent Income - March 2019 | 977.00 | | 2,432.60 |
| 03/04/2019 | Phala Williams | ACH Payment (Reference #1C64-C314) | | 100.00 | 2,332.60 |
| 03/13/2019 | Phala Williams | ACH Payment (Reference #9FBE-7914) | | 750.00 | 1,582.60 |
| 03/25/2019 | Phala Williams | ACH Payment (Reference #A736-1A12) | | 227.00 | 1,355.60 |
| 04/01/2019 | | Rent Income - April 2019 | 977.00 | | 2,332.60 |
| 04/10/2019 | Phala Williams | ACH Payment (Reference #4ACF-C9AC) | | 800.00 | 1,532.60 |
| 05/01/2019 | | Rent Income - May 2019 | 977.00 | | 2,509.60 |
| 05/09/2019 | Phala Williams | ACH Payment (Reference #55B5-6A6A) | | 150.00 | 2,359.60 |
| 05/13/2019 | Phala Williams | ACH Payment (Reference #C928-2F94) | | 700.00 | 1,659.60 |
| 05/16/2019 | Phala Williams | ACH Payment (Reference #8F77-0FD6) | | 100.00 | 1,559.60 |
| 06/01/2019 | | Rent Income - June 2019 | 977.00 | | 2,536.60 |
| 06/13/2019 | Phala Williams | ACH Payment (Reference #6CB3-7B84) Reversed by NSF | | 800.00 | 1,736.60 |
| 06/16/2019 | Phala Williams | ACH Payment (Reference #35F3-6C40) | | 700.00 | 1,036.60 |
| 06/17/2019 | Phala Williams | NSF reversal receipt for Reference #6CB3-7B84 | | -800.00 | 1,836.60 |
| 07/01/2019 | | Rent Income - July 2019 | 977.00 | | 2,813.60 |
| 07/10/2019 | Phala Williams | ACH Payment (Reference #74BF-B026) | | 839.00 | 1,974.60 |
| 08/01/2019 | | Rent Income - August 2019 | 977.00 | | 2,951.60 |
| 08/09/2019 | Phala Williams | ACH Payment (Reference #E0E3-FECA) | | 800.00 | 2,151.60 |
| 09/01/2019 | | Rent Income - September 2019 | 977.00 | | 3,128.60 |
| 09/10/2019 | Phala Williams | ACH Payment (Reference #2070-10EA) | | 750.00 | 2,378.60 |
| 10/01/2019 | | Rent Income - October 2019 | 977.00 | | 3,355.60 |

Total

3,355.60

THIS DOCUMENT HAS A TRUE WATERMARK AND VISIBLE FIBERS DISCEARNIBLE FROM BOTH SIDES

CITY OF OAKLAND
BUSINESS TAX CERTIFICATE

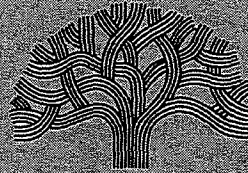
**ACCOUNT
NUMBER**
00186168

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 85.04.190A of the O.M.C. you are allowed a renewal grace period until March 1st the following year.

DBA BANCROFT ONE PROPERTIES LLC

BUSINESS LOCATION 5460 BANCROFT AVE
OAKLAND, CA 94601-5843

BUSINESS TYPE M Rental Apartment



EXPIRATION DATE
12/31/2019



BANCROFT ONE PROPERTIES LLC
STEVEN MILLER
2433 MARINER SQUARE LOOP 212
ALAMEDA, CA 94501-1060

THIS DOCUMENT IS ALTERATION PROTECTED AND REFLECTS FLUORESCENT FIBERS UNDER UV LIGHT.

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!

000373

Owner response

T19-0326

Dear Hearing Officer,

The tenant, Phala Williams, has vacated unit # 206 and ended her lease. Please find her signed notice of termination attached in the owner response. Therefore the owner asks that you cancel this petition, as the tenant has no further claim.

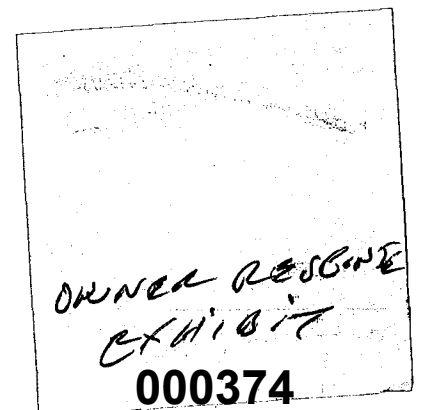
Thank you.

Jill Broadhurst

BIG CITY Property Group

bigcitypg@gmail.com

510-838-0655



MUTUAL TERMINATION OF TENANCY

This is entered into on October 11, 2019 by EAST OAKLAND PROPERTY GROUP, INC dba EOPG, INC. ("Landlord") and Phala Williams ("Tenant") for the premises located at 5460 Bancroft Ave #206, Oakland, California (the "Subject Premises") in a fair effort by all parties to avoid litigation. IT IS ACKNOWLEDGED that Tenant has been properly served with a Notice of Termination of Tenancy set to expire on October 11, 2019. The parties furthermore represent that they have entered into this agreement with their own free will, without coercion, and if necessary, have sought legal advice regarding this agreement.

IT IS AGREED AS FOLLOWS:

1. The tenancy between the parties for the Subject Premises shall terminate on ~~October 11~~ ^{9/13/19}, 2019 (the "vacate date"). Tenant shall surrender possession of the unit (and all appurtenances) and deliver the keys to Landlord before 5:00 p.m. on the vacate date.
Barrage s.
PW

2. Tenant shall leave the subject premises in broom clean and undamaged condition. Any personal property remaining in the unit, appurtenances or common area of the property after the vacate date shall be deemed abandoned and may be disposed of by Landlord without resorting to the procedures set forth in California Civil Code Sections 1980 ete seq.

3. Tenant shall pay to Landlord \$1050.00 at the time of execution of this Agreement representing rent for the month of October 2019.

4. Any deposit being held on Tenant's behalf shall be accounted for pursuant to California Civil Code Section 1950.7.

5. The subject premises are commercial in nature and not subject to the Oakland Rent Stabilization Ordinance Oakland's Just Cause for Eviction Ordinance.

6. The failure of Tenant to vacate as required may result in the immediate institution of unlawful detainer proceedings based upon this agreement seeking restitution of possession of the premises and rental damages for each day Tenant remains on the premises after October 11, 2019.

000375



Crane Management
2433 Mariner Square Dr. # 212
Alameda, CA. 94501
O 510-918-2306 * F 510-291-9588

CASE #T19-0326
Williams V. Crane

Decreased Housing services response.

I am not the owner of 5460 Bancroft Avenue, Oakland CA. I was the property manager for Bancroft One Properties which owned the property until 10/4/19. The property has been sold as of that date. I have never had an ownership interested in the property.

Tenant William's original rent is \$1050. She has been paying less than this amount since 12/1/15. Crane management increased her rent to \$977 after doing repairs that were mandated from an RAP case in 2015. Tenant has failed to even pay this amount although her rent should be \$1050.

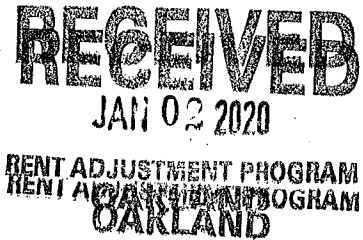
Tenant currently owes \$3,355.60 without paying an additional \$73 per month to reach her contract rent of \$1050 (See attached ledger).

Tenants unit has been treated for roaches on many occasions. See attached spreadsheet. Tenant has routinely refused treatment which has cause the issue to remain and worsen. Ownership has complied with all of Tenants requests for roach treatment.

Kit Crane
Crane Management
BRE# 01791769

000376

12/28/2019



Landlord Response

Re: Petition T19-0326

A property owner response was filed on 10/17/2019 by previous management company. Included in the response was proof of business license tax and RAP fee payment.

1.) RAP was first served to tenant on 3/30/2015, as stated by previous management, Crane. *(A request has been made to Crane Management to see if they have the signed RAP on file, it may be presented the day of hearing if located).*

2.) Tenant states the unit was been infested with roaches from 6/25/2018-6/24/2019. During this time period, the building management received and addressed 8 complaints from the resident concerning her unit (see exhibit #2) covering dates of 5/29/2018-7/22/2019. The management company never failed to service the unit, in fact they addressed every call within a day to a one-time, 3 weeks. Owner and management does not deny roaches were present, however the owner/management company acted in good faith to address the issue immediately and resolve it. A large building takes time to eradicate the pests at its source.

3.) The inspector from Oakland performed an inspection on 7/16/19, a little over one week before this petition was filed. The report primarily lists minor maintenance repairs, with a one line mention of roaches found in a light and on the floor (see exhibit #3, page 2) it is not noted as a crisis or infestation. The report does not specify if the roaches were dead or alive; at the time of inspection, the unit was being serviced by the pest vendor, and had been last in the unit on 5/22/2019 and then again on 7/22/2019.

4.) Landlord requests that this petition be dismissed as the tenant vacated the unit on 10/12/19. All other maintenance repairs listed in report are moot, as tenant no longer resides in the unit.

Provided by Landlord Representative, BIG CITY Property Group, Jill Broadhurst, 510-838-0655

000377

TI9-0326 Exhibit #2

Work Order

Exported On: 12/23/2019 02:27 PM

Properties: Active

Units: All

Tenants: Phala Williams

Vendors: All

Assigned User: All

Priority: All

Current Work Order Status: New, New by MCC, Estimate Requested, Estimated, Assigned, Assigned by MCC, Scheduled, Waiting, Work Completed,

| Work Order Status | Vendor | Unit | Primary Tenant | Created At | Completed On |
|---|--------------------|------|-----------------|------------|--------------|
| 5460 Bancroft Avenue Oakland, CA 94601 | | | | | |
| 1780-1 Completed | Burge Pest Control | 206 | Williams, Phala | 05/29/2018 | 06/01/2018 |
| 1924-1 Completed | Burge Pest Control | 206 | Williams, Phala | 07/02/2018 | 07/17/2018 |
| 2596-1 Completed | Burge Pest Control | 206 | Williams, Phala | 01/28/2019 | 01/28/2019 |
| 2806-1 Completed | Burge Pest Control | 206 | Williams, Phala | 03/04/2019 | 03/08/2019 |
| 2840-1 Completed | Burge Pest Control | 206 | Williams, Phala | 03/11/2019 | 03/11/2019 |
| 2904-1 Completed | Burge Pest Control | 206 | Williams, Phala | 03/26/2019 | 04/01/2019 |
| 3092-1 Completed | Burge Pest Control | 206 | Williams, Phala | 05/13/2019 | 05/22/2019 |
| 3360-1 Completed | Burge Pest Control | 206 | Williams, Phala | 07/10/2019 | 07/22/2019 |

Total

000378



CITY OF OAKLAND

T19-03-6 Exhibit #3

250 FRANK H. OGAWA PLAZA - SUITE 2340 - OAKLAND, CALIFORNIA 94612-2031

Planning and Building Department

(510) 238-3381

Bureau of Building

TDD:(510) 238-3254

Building Permits, Inspections and Code Enforcement Services

inspectioncounter@oaklandca.gov

NOTICE OF VIOLATION

9-12-19

Certified and Regular mail

To: BANCROFT ONE PROPERTIES LLC

27 Ashbury St
San Francisco, Ca
94117-1207

Code Enforcement Case No.: 1903060

Property: 5460 Bancroft Ave - Unit 206

Parcel Number: 35-2389-3

Re-inspection Date/Correction Due Date: 10-18-19

Code Enforcement Services inspected your property on 7-16-19 and confirmed:

- that the violations of the Oakland Municipal Code (OMC) identified below (p. 2) are present and need to be addressed as specified under "Required Actions". Photographs of the violations are enclosed where applicable.
- that work was performed without permit or beyond the scope of the issued permit and you are receiving this Notice of Violation because you did not get the required permit within three (3) days of receiving the Stop Work Order. You must contact the inspector indicated below before the Re-inspection Date to stop further code enforcement action.

At this point, no fees or other charges have been assessed for these violations. To stop further code enforcement action, you are advised to correct the above violations and contact Inspector Michae Legault, who is assigned to your case, before the re-inspection date shown above to schedule an inspection. Your inspector is available by phone at 510-238-3888 and by email at MLEGAULT@oaklandca.gov.

If the Property Owner Certification is included in this notice you may also complete the form and include photographs of the corrected violations.

Note: If a complaint is filed regarding the same or similar violation(s) and it is confirmed within 24 months from the date of this notice an immediate assessment of \$1,176.00 will be charged as a Repeat Violation. In addition, if violation(s) remain uncorrected after you receive a Re-inspection notice, further enforcement action(s) will include additional fees.

Additional Code Enforcement Actions:

- If the re-inspection verifies that all violations have not been corrected, you will be charged for inspection and administrative costs that can total \$2,665.00.
- Property Blight may be abated using City contractors and you will be charged for the contracting and administrative costs.
- The Notice of Violation may be recorded on your property title with associated fees for processing and recording.
- If it is necessary for tenants to vacate so that repairs can be made, you are required to comply with the Code Enforcement Relocation Program (OMC 15.60.010).
- Violations determined to be Investor-Owned (OMC 8.58) or Foreclosed and Defaulted (OMC 8.54) properties will be assessed fees to include re-inspection costs if violations are not corrected and Administrative/Civil penalties.

000379

Violations

TI-0326 Exhibit #3

Property Address: 5460 Bancroft Ave - Unit 206

Complaint #: 1903060

Property Maintenance (Blight)

| Description of Violation | Required Action | OMC Section |
|--------------------------|-----------------|-------------|
| | | |
| | | |
| | | |
| | | |
| | | |

Building Maintenance (Housing)

| Description of Violation | Required Action | OMC Section |
|--|--|------------------------|
| Kitchen exhaust fan vents incorrectly. | Obtain permits, inspections and approvals. | 15.08.050 15.08.120 |
| Kitchen vinyl floor is peeling away from subfloor. Mold under sink. Mold at wall/backsplash. Missing grout and caulk on countertop. Cockroaches seen on floor, and in light fixture, paint is peeling on wall. | Repair. | 15.08.050 |
| Window sills on exterior and interior are dilapidated. | Clean and paint on interior and seal the exterior. | 15.08.050 |
| Electrical cover is missing on outlet. | Repair. | 15.08.050 |
| Heater does not function. | Repair or replace with permits. | 15.08.050 |
| Bathroom: Peeling paint, light missing cover, vanity is not covered by sink, mold on ceiling. | Repair. | 15.08.050 |

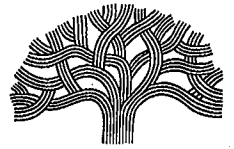
Zoning (Minor)

| Description of Violation | Required Action | OPC Section |
|--------------------------|-----------------|-------------|
| | | |
| | | |
| | | |
| | | |

Zoning (Major)

| Description of Violation | Required Action | OPC Section |
|--------------------------|-----------------|-------------|
| | | |
| | | |
| | | |
| | | |

Zoning Violations: Major Zoning violations require a Zoning Determination before an appeal to the Planning Commission. If you wish to appeal a Major Zoning violation, please see the process or filing for a Zoning Determination in the Appeal Section of this notice.



Housing and Community Development Department
Rent Adjustment Program

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

HEARING DECISION

CASE NUMBER: T19-0326, Williams v. Crane Management

PROPERTY ADDRESS: 5460 Bancroft Avenue, Unit 206
Oakland, CA

DATE OF HEARING: January 13, 2020

DATE OF DECISION: March 10, 2020

APPEARANCES: Phala Williams, Tenant
Jill Broadhurst, Owner Representative
Bharat Sahgal, Property Manager
Kit Crane, Prior Property Manager
Ivan Pedroza, Pest Inspector

SUMMARY OF DECISION

The Tenant's petition is granted.

INTRODUCTION

The tenant filed the petition, T19-0326, on June 25, 2019, which alleges a current health, safety, fire, or building code violation in her unit and decreased housing services. The petition indicates that she has never received a RAP Notice.

The owner filed an Owner Response to the tenant petition on October 17, 2019, and October 22, 2019.

//

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ISSUE(S) PRESENTED

1. When, if ever, was the tenant given written notice of the Rent Adjustment Program (RAP Notice)?
2. Has the tenant suffered decreased housing services?
3. If so, what, if any, restitution is owed to the tenant, and how does that impact the rent?

EVIDENCE

Rental History

The subject unit was initially rented by the tenant in January 2013, at \$1,050.00 per month. Thereafter, she filed a petition as a result of not having heat in her apartment, T14-0413. The Hearing Decision reduced her rent to \$977.00 for ongoing decreased housing services.

Effective October 13, 2019, the tenant moved from unit 206 to unit 106, where she currently resides. When she moved to unit 106, her rent went back up to \$1,050.00. The tenant agreed that she would keep paying \$1050.00 until she received a decision in this matter.

Decreased Housing Services

Infestation

The tenant testified that her unit connects to unit 204, which was occupied by a hoarder. The tenant also testified that when Crane Management took over, a lot of new people moved in. She testified that the tenants who were previously in unit 106, brought roaches with them. The entire building, including her unit, was infested, with her unit being infested in approximately April/May of 2018.

She testified that Crane management arranged for pest management services once per month, but that because no other unit was being treated, it was ineffective.

There was a fire in October 2018, through the entire building. The fire resulted in water damage, including the floor tiles coming loose. To conduct repairs after the fire, units were gutted for repairs. The tenant testified that the infestation increased at this time. The tenant testified that she sought assistance from Alameda Vector Control, Code Enforcement, and finally filed a petition with the Rent Adjustment Program.

The tenant testified that Crane Management did not respond to the Alameda County Vector Control but responded to Code Enforcement. However, by the time the Notice of Violation was issued, the property was under the purview of Oak Tree Property Management.

The Notice of Violation, issued on September 12, 2019, for the subject unit indicates that on July 16, 2019, it was inspected. The Notice of Violation indicates that the kitchen vinyl floor is peeling away from the subfloor and that cockroaches were seen on the floor and in the light fixture.¹

After the violation was issued, the owner offered cash to vacate the premises, or move to another unit. The tenant had agreed to dismiss her petition if the infestation was resolved. She agreed. However, when she moved to unit 106, there were roaches on the counter and in the kitchen. She declined to dismiss her case.

As a result, Oak Tree Property Management engaged the services of 360 Pest Management to resolve the issue. They were engaged in treating four units every week to resolve the problem.

The tenant testified that a person has been treating her unit every week. She testified that while the problem is improving, it is not resolved. She noticed an improvement in approximately December 2019.

Current Manager

The current manager testified that he retained the pest inspector who is currently treating the subject unit. He testified that he is having the building treated as well as the subject unit and the square around it, which includes the units above, below, to the left and right of the affected unit. He indicated that he has her unit treated and those immediately surrounding her unit weekly. In addition, he has the building treated monthly.

¹ In violation of O.M.C. § 15.08.050

He testified the building was infested when he took it over.

Pest Inspector

He started treating the building in October 2019. At the time he began treating the subject unit, there was medium activity, in the unit. He testified that when the treatment began, the activity in unit 204 was heavy. He confirmed that units 204 and 206 are adjacent.

He confirmed that he is treating the four units around the subject unit and the subject unit weekly and the building monthly.

His treatment of the subject unit started with crack and crevice fog treatment. Three weeks later, he moved to a liquid treatment, and jailbait then glue board monitors. At his last treatment, he observed three to four German roaches, dead, on the non-toxic monitors. He confirmed that the tenant reported six live roaches in the new unit at his last visit. He advised there was no more heavy roach activity and that the units are all light to medium. He advised that it was possible to get all the units to light activity with continued weekly treatment.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

When, if ever, was the tenant given written notice of the Rent Adjustment Program (RAP Notice)?

The Rent Adjustment Ordinance requires an owner to serve the RAP Notice at the start of a tenancy² and, together with any notice of rent increase or change in the terms of a tenancy.³

The tenant petition indicates that she's not received the RAP Notice. There was no contradictory testimony. Accordingly, the tenant was not given written notice of the RAP Program.

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² O.M.C. § 8.22.060(A)

³ O.M.C. § 8.22.070(H)(1)(A)

Has the tenant suffered decreased housing services?

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

There is also a time limit for claiming decreased housing services. If the decreased service is the result of a noticed or discrete change in services provided to the tenant, the petition must be filed within 90 days of whichever is later: (1) the date the tenant is noticed or first becomes aware of the decreased housing service; or (2) the date the tenant first receives the RAP Notice.

However, where the RAP Notice has never been given, a tenant can be granted restitution for rent overpayments due to decreased housing services for a maximum of 3 years.⁶ Since the evidence established that the tenant did not receive the RAP notice, the tenant is entitled to restitution for up to three years.

For a tenant's claim for decreased housing services to be granted, an owner must have notice of a problem and a reasonable opportunity to make needed repairs.

Infestation

The evidence of the infestation is undisputed. Further, the testimony of the tenant that the infestation improved in December 2019 is also credited. Likewise, the testimony of the new property manager that the property was infested when he took over is also credited. Moreover, the evidence of infestation was noted in the Notice of Violation, indicating a violation of the housing or building code, which affects the habitability of the tenant's unit. Thus, the tenant is entitled to a 25% rent credit from April 2018, until the December 2019 improvement. Thereafter, she is entitled to an ongoing rent credit, in the amount of 12.5%, until the licensed pest abatement company certifies that the infestation is resolved.

//

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⁴ O.M.C. § 8.22.070(F)

⁵ O.M.C. § 8.22.110(E)

⁶ Appeal Decision in Case No. T06-0051, Barajas/Avalos v. Chu

What, if any, restitution is owed to the tenant, and how does that impact the rent?

As indicated above, the legal rent for the unit is \$1,050.00 per month effective October 14, 2019, and the tenant has been paying that amount. She is entitled to a rent decrease of 12.5% for ongoing decreased housing services.

| Service Lost | From | To | VALUE OF LOST SERVICES | | | No. Months | Overpaid |
|----------------------------|----------|-----------|------------------------|-----------------|-----------------|------------|-------------------|
| | | | Rent | % Rent Decrease | Decrease /month | | |
| Infestation | 1-Jun-18 | 1-Oct-19 | \$977 | 25% | \$ 244.25 | 17 | \$ 4,152.25 |
| Infestation | 1-Oct-19 | 31-Dec-19 | \$1,050 | 25% | \$ 262.50 | 3 | \$ 787.50 |
| Infestation | 1-Jan-20 | 30-Apr-20 | \$ 1,050.00 | 12.5% | \$ 131.25 | 4 | \$ 525.00 |
| TOTAL LOST SERVICES | | | | | | | \$5,464.75 |

As indicated above, the tenant is entitled to restitution of overpaid rent for the infestation, in the amount of \$5,464.75 for these conditions.

Restitution is usually awarded over 12 months, but when the tenant is owed 1236% of the monthly rent, it is proper to extend the restitution period to 18 months.⁷ Amortized over 18 months, the restitution amount is \$303.60 per month.

Therefore, the tenant's monthly restitution amount is subtracted from the current legal rent of \$1,050.00 for a total of \$746.40. From May of 2020 through October 31, 2021, the rent will be \$746.40, less ongoing decreased housing services. The rent will revert to the current legal rent in November 2021.

ORDER

1. Petition T19-0326 is granted.
2. The current base rent for the subject unit is \$1,050.00.
3. The total overpayment by the tenant is \$5,464.75 for past decreased housing services.
4. Due to ongoing conditions, the tenant is entitled to a 12.5% rent decrease.

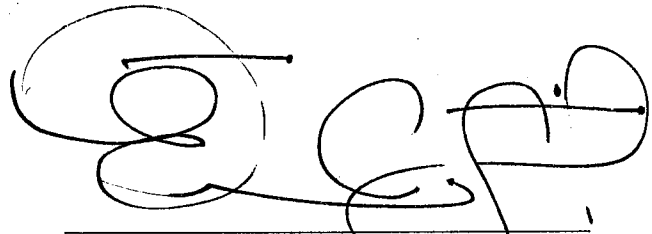
⁷ Regulations, § 8.22.110(F)

5. The tenant's rent is stated below as follows:

| | |
|---------------------------------|------------|
| Base rent | \$1,050.00 |
| Less restitution | \$ 303.60 |
| Less ongoing decreased services | \$ 131.25 |
| Net Rent on May 1, 2020 | \$ 615.15 |

6. The tenant's rent for the months of May 2020, through October 2021, is \$746.40, less ongoing decreased housing services. The rent will revert to the current legal rent of \$1050.00, less ongoing decreased housing services, if any, in November 2021.
7. Once the Notice of Violation is abated, after further City inspection and certification by the pest management company, and upon proper notice in accordance with Section 827 of the California Civil Code, they can increase the rent by 12.5% (\$131.25).
8. If the owner wishes to, they can repay the restitution owed to the tenant at any time. If they do so, the monthly decrease for restitution ends at the time the tenant is provided restitution.

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



Élan Consuella Lambert
Hearing Officer
Rent Adjustment Program

Dated: March 10, 2020

PROOF OF SERVICE
Case Number T19-0326

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

Hearing Decision

Manager

Crane Management
2433 Mariner Square Loop Suite 212
Alameda, CA 94501

Owner Representative

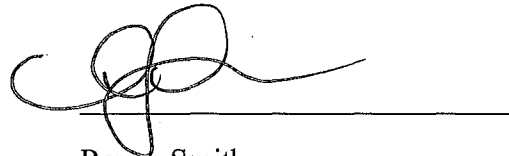
Jill Broadhurst, Big City Property Group
PO Box 13122
Oakland, CA 94661

Tenant

Phala Williams
5460 Bancroft Avenue Unit 206
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 **March 13, 2020** in Oakland, CA.



Raven Smith

Oakland Rent Adjustment Program

000388



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

RECEIVED

MAR 31 2020
 RENT ADJUSTMENT PROGRAM
 OAKLAND

| | | | |
|--|--|---|---|
| Appellant's Name Bharat Sahgal, Property Manager | | <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant | |
| Property Address (Include Unit Number) 5460 Bancroft Ave, Unit 206 Oakland CA | | | |
| Appellant's Mailing Address (For receipt of notices) OTPG PO Box 1201, Alameda, CA 94501 | | Case Number 119-0326 | Date of Decision appealed March 10th, 2020 |
| Name of Representative (if any) Jill Broadhurst, BIG CITY Property Group | | Representative's Mailing Address (For notices) PO Box 13122 Oakland CA 94661 | |

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.) *See attached*
- 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.) *Oakland RAP timelines for reduction claim*
- 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.)
Reduction %


For more information phone (510) 238-3721.

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

Submissions to the Board must not exceed 25 pages from each party, and they must be received by the Rent Adjustment Program with a proof of service on opposing party within 15 days of filing the appeal. Only the first 25 pages of submissions from each party will be considered by the Board, subject to Regulations 8.22.010(A)(5). Please number attached pages consecutively. Number of pages attached: 1

- 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 3/20, 2020 I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

| | |
|-----------------|------------------------|
| Name | Bharat Sangal |
| Address | P. O. Box 1201 |
| City, State Zip | Alameda, CA 94501 |
| Name | Phala Williams |
| Address | 5440 Barcroft Ave #106 |
| City, State Zip | Oakland CA |

| | |
|---|----------------|
|  | <u>3/20/20</u> |
| SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE | DATE |

For more information phone (510) 238-3721.

3/27/20

T19-0326

Landlord Appeal Response

Landlord appeals the decision determined by Hearing Officer Lambert.

- 1- Hearing Officer omitted the vital facts that were submitted and the in-person testimony provided by the Landlord witness and property manager. A RAP was issued to the tenant on September 2, 2014. This was established in case T14-0413 and this previous case was discussed the day of the hearing.
- 2- Landlord objects to a 25% reduction in rent for the pest conditions. The management provided documentation and demonstrated the detail and depth involved in trying to resolve this issue. There was good faith on behalf of the management to resolve this matter. Management was working with tenant in servicing the pests since May 2018. It seems reasonable to have a 12.5% reduction apply. Further, Hearing Officers are not housing inspectors. The city code violation paperwork makes a minimal mention of any pest problem, further highlighting that a 12.5% reduction seems more appropriate.
- 3- The tenant moved out of unit #206 on 10/12/19. This petition was filed on June 25, 2019. Therefore the 12.5% ongoing credit should not apply and should be removed from the decision.
- 4- Tenant admits the first pest problem began in May 2018 in unit #206. Owner immediately began servicing that unit as evidenced in servicing log submitted with the initial petition response. However a petition was not filed till June 2019. One year and a month after the problem was first documented. The tenant can only be granted a 90-day credit (per 8.22.090,3b) since the RAP was indeed served. Landlord asks that restitution be recalculated.
- 5- The tenant has never paid \$1050, as hearing officer alludes too in the overpayment table. Tenant has always paid \$977 per hearing decision T14-0413. In fact, as was discussed in the hearing, she did not pay October 2019 rent and the rent board hearing should not have taken place. To date the tenant is still in default for that month of rent.

Landlord asks that corrections be made administratively. The financial adjustments should be based on all the restated facts noted above. Landlord asks that the hearing decision be amended to reflect ALL the evidence and testimony first provided in the hearing. Maximum credit allowed is $(\% \times 1050) \times 3 \text{ mos} / 90 \text{ days}$.

Thank you,

Jill Broadhurst

BIG CITY Property Group

000391



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: T19-0326, Williams v. Crane Management

APPEAL HEARING: November 12, 2020

PROPERTY ADDRESS: 5460 Bancroft Avenue, Unit 206
Oakland, CA

APPEARANCES: Phala Williams Tenant
Jill Broadhurst
Big City Property Group Owner Representative

Procedural Background

The owner appealed a decision granting 25% restitution for pest infestation totaling 1) \$4,152.25 for 17 months from June 1, 2018, to October 1, 2019, 2) \$787.50 for 3 months from October 19, 2019, to December 31, 2019, and 12.5% restitution totaling 3) \$525.00 from January 1, 2020, to April 30, 2020. The total restitution granted was \$5,464.75.

Grounds for Appeal

The owner appealed the Hearing Decision on the grounds that 1) the decision is inconsistent with O.M.C. Chapter 8.22, Rent Board Regulations or prior decisions of the board, 2) the decision is inconsistent with decisions issued by other hearing officers, 3) the decision violates federal, state or local law, and 4) the decision is not supported by substantial evidence.

The owner alleged the following:

- 1) the hearing officer omitted vital facts that were submitted by the property manager and in-person testimony provided by the owner's witness and property manager.

- 2) the owner objects to a 25% rent reduction on the grounds that the management presented evidence of a good faith effort to resolve the pest issue

and provided pest control services since May 2018. The owner recommended a 12.5% reduction and states that hearing officers are not housing inspectors and city paperwork regarding code violations made a minimal mention of any pest problem.

3) The tenant vacated unit 206 on October 12, 2019. The petition was filed on June 25, 2019 so the 12.5% ongoing credit should be removed from the hearing decision.

4) The tenant admitted the pest problem started in unit 206 in May 2018 and the owner immediately began servicing that unit as evidenced in the service log filed with the petition. The petition was not filed until June 2019, a year and one month after the problem was first documented. The tenant can only be granted a 90-day credit pursuant to OMC 8.22.090.3b. The owner requests a re-calculation.

5) The tenant has never paid \$1050 which is alluded to by the hearing officer in the overpayment table. She has always paid \$977.00 per the hearing decision in T14-0413. She did not pay the October 2019 rent and the rent board hearing should not have taken place.

The owner representative stated that in a prior case, T14-0413, the tenant said she received the RAP notice. This was discussed in the hearing and was not reflected in the hearing decision. Additionally, the building is serviced regularly by a pest control company and they have received no current request from the tenant regarding roaches. The owner representative further stated that there is confusion about the reductions and the accounting needs to be clarified.

The tenant stated that Alameda County pest control came to her unit and Crane Management did not respond. Two years later, with the new management, she still has roaches in her apartment, and they are not spraying once a week, and she has received harassing emails about not paying the rent.

Appeal Decision

After arguments and rebuttal made by both parties, Board questions to the parties and Board discussion, T. Hall moved to affirm the hearing decision. R. Auguste seconded the motion.

The Board voted as follows:

Aye: T. Hall, R. Auguste, A. Graham

Nay: R. Stone, Devuono-Powell, T. Williams

Abstain: None

The motion failed.

T. Williams moved to remand to the hearing officer to review the evidence regarding the RAP notice and the charges. R. Stone seconded.

The Board voted as follows:

Aye: R. Stone, Devuono-Powell, T. Williams, A. Graham

Nay: T. Hall, R. Auguste

Abstain: None

The motion carried.

Chanee Franklin Minor

Program Manager

HCD/Rent Adjustment Program

1-19-21

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

DATE

PROOF OF SERVICE
Case Number T19-0326

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

Bharat Sahgal, OTPG
PO Box 1201
Alameda, CA 94501

Owner

Crane Management
2433 Mariner Square Loop Suite 212
Alameda, CA 94501

Owner Representative

Jill Broadhurst, Big City Property Group
PO Box 13122
Oakland, CA 94661

Tenant

Phala Williams
5460 Bancroft Avenue Unit 206
Oakland, CA 94601

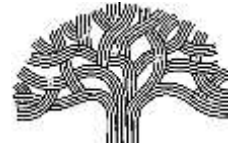
I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first 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 **January 19, 2021** in Oakland, CA.

Brittini Lothlen

Brittini Lothlen
Oakland Rent Adjustment Program

000395



REMAND DECISION

CASE NUMBER: T19-0326, Williams v. Crane Management

PROPERTY ADDRESS: 5460 Bancroft Avenue, Unit 206
Oakland, CA

DATE OF HEARING: January 13, 2020

DATE OF DECISION: March 10, 2020

DATE OF APPEAL HEARING: November 12, 2020

DATE OF APPEAL DECISION: January 19, 2021

DATE OF REMAND DECISION: February 17, 2022

PROCEDURAL HISTORY

The Tenant filed the petition, T19-0326, on June 25, 2019, and alleged health, safety, fire, or building code violation in her unit and decreased housing services, and that she had not received a RAP Notice. The Owner filed Owner Responses to the tenant petition on October 17, 2019, and October 22, 2019, alleging that the Tenant had been served the RAP Notice on or before March 30, 2015.

A Hearing Decision issued on March 10, 2020, granted the Tenant’s petition. The Hearing Decision found that the Tenant had not been provided with the RAP Notice and was entitled to restitution. The Owner filed an appeal.

An Appeal Hearing was held on November 12, 2020. The Housing, Residential Rent, and Relocation Board (The Board) remanded the matter back to the

undersigned Hearing Officer as follows: “To review the evidence regarding the RAP Notice and the charges.”

Therefore, and per The Board Decision, the issues on Remand will be limited to the two issues as noted in the Appeal Decision.

RAP Notice

The Tenant indicated that she did not receive the RAP Notice. There was no testimony presented at the Hearing to contradict that assertion. No documentary evidence was presented at the Hearing to contradict that assertion. The Owner’s Response alleged that the Tenant had been served the RAP Notice on or before March 30, 2015, but provided no testimony or evidence to establish that fact. Moreover, the Property Managers (current and immediately past) were present at the Hearing were not the management company affiliated with the property during the prior petition.

Accordingly, it was found that the Tenant was not given written notice of the RAP Program.

The Charges

The Tenant’s testimony regarding the infestation in unit 206, which caused her unit to be infested, was confirmed by the testimony of the Pest Inspector retained by the Current Manager. His testimony regarding the nature of the testimony was credible. His statement that the infestation was heavy in unit 204 and medium in the subject unit, Unit 206 when he began treating the building, was credible.

At the time of the Hearing, the Pest Inspector indicated that while there had been some improvement, there was still significant progress to be made. This testimony, coupled with the testimony that all the units were light to medium, suggested substantial progress in Unit 204 but not in the subject unit.

Additionally, the infestation was confirmed in the Notice of Violation issued for the subject Unit.

In reviewing the charges in this matter, it is clear that a separate award should’ve been made based on five issues cited in Notice of Violation in the amount of an additional 25%. However, as the record does not contain evidence of the violation’s duration, no additional award is made.

Seemingly, the Owner argued on appeal to argue that the restitution should be limited through October 2019, when the Tenant vacated the unit. However, there was no evidence during the hearing on January 13, 2020, indicating the Tenant had vacated the unit. In contrast, the Tenant agreed to keep paying her rent pending a determination by the RAP Program. Accordingly, this argument lacks merit and credibility.

Accordingly, the Tenant remains entitled to restitution, as calculated through the original date of the Hearing Decision, of overpaid rent for the infestation, in the amount of \$5,464.75, as outlined below:

| Service Lost | From | To | VALUE OF LOST SERVICES | | | No. Months | Overpaid |
|----------------------------|----------|-----------|------------------------|------------------|-----------------|------------|-------------------|
| | | | Rent | % Rent Decreases | Decrease /month | | |
| Infestation | 1-Jun-18 | 1-Oct-19 | \$977 | 25% | \$ 244.25 | 17 | \$ 4,152.25 |
| Infestation | 1-Oct-19 | 31-Dec-19 | \$1,050 | 25% | \$ 262.50 | 3 | \$ 787.50 |
| Infestation | 1-Jan-20 | 30-Apr-20 | \$ 1,050.00 | 12.5% | \$ 131.25 | 4 | \$ 525.00 |
| TOTAL LOST SERVICES | | | | | | | \$5,464.75 |

Restitution is usually awarded over 12 months, but when the Tenant is owed 1236% of the monthly rent, extending the restitution period to 18 months is proper.¹ Amortized over 18 months, the restitution amount is \$303.60 per month.

The Tenant's monthly restitution amount is subtracted from the current legal rent of \$1,050.00 for a total of \$746.40, less ongoing decreased housing services, in the amount of \$131.25, if applicable. The rent will revert to the current legal rent once the restitution is paid in full.

ORDER

1. Petition T19-0326 remains granted.
2. The current base rent for the subject unit remains \$1,050.00.
3. The total overpayment by the Tenant remains \$5,464.75 for past decreased housing services.

¹ Regulations, § 8.22.110(F)

4. If the Tenant continues in her occupation of the unit, the Tenant is entitled to a 12.5% rent decrease for ongoing decreased services.
5. Once the Notice of Violation is abated, after further City inspection and certification by the pest management company, and upon proper notice in accordance with Section 827 of the California Civil Code, they can increase the rent by 12.5% (\$131.25).
6. If the Owner wishes to, they can repay the restitution owed to the Tenant at any time. The monthly decrease for restitution ends when the Tenant is provided restitution if they do so.

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: February 17, 2022

Élan Consuella Lambert
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE
Case Number T19-0326

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.

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Documents Included
Remand Decision

Manager
Bharat Sahgal, OTPG
PO Box 1201
Alameda, CA 94501

Owner
Crane Management
2433 Mariner Square Loop Suite 212
Alameda, CA 94501

Owner Representative
Jill Broadhurst, Big City Property Group
PO Box 13122
Oakland, CA 94661

Tenant
Phala Williams
5460 Bancroft Avenue Unit 206
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 **February 18, 2022** in Oakland, CA.

Brittni Lothlen
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

NOTICE TO TENANTS OF PROPERTY OWNER PETITION

ATTENTION: IMMEDIATE ACTION REQUIRED

If you are receiving this NOTICE together with a completed PROPERTY OWNER PETITION form, it means that the owner of your unit 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).**

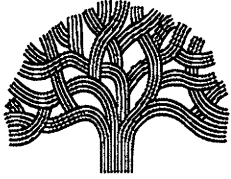
- TO RESPOND:

- 1) Complete a **TENANT RESPONSE** form found on the RAP website.
(<https://www.oaklandca.gov/services/respond-to-an-owner-petition-for-the-rent-adjustment-program>)
- 2) Serve a copy of your **TENANT RESPONSE** form on the owner (or the owner’s representative) by mail or personal delivery.
- 3) Complete a **PROOF OF SERVICE** form (which is attached to the Response form and also available as a stand-alone document) and provide a copy to the owner (or owner’s representative) together with your **TENANT RESPONSE** form.
- 4) Submit your **TENANT 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 owner has been served with a copy.*

DOCUMENT REVIEW: There may be additional documents that were submitted in support of the owner petition that were not provided to you (see “DOCUMENTATION IN EXCESS OF 25 PAGES” on page 9 of the petition). All documents are available for review at RAP. You may also request paper copies from the owner in your TENANT RESPONSE. The owner must then provide them to you within 10 days.

FOR ASSISTANCE: Contact a RAP Housing Counselor at (510) 238-3721 or by email at RAP@oaklandca.gov. Additional information is also available on the RAP website and on the TENANT 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

For Rent Adjustment Program date stamp.

APPEAL

| | | | |
|---|--|--|--|
| Appellant's Name Bharat Sahgal, OTPG | | <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant | |
| Property Address (Include Unit Number) 5460 Bancroft Ave, Unit 206 | | | |
| Appellant's Mailing Address (For receipt of notices) P.O. Box 1201 Alameda, CA 94501 | | Case Number T19-0326 | |
| | | Date of Decision appealed 2/17/22 | |
| Name of Representative (if any) Jill Broadhurst BIG CITY PROPERTY GROUP, INC. | | Representative's Mailing Address (For notices) P.O. Box 13122 Oakland, CA 94601 | |

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

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

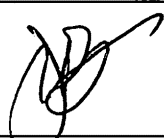
- f) I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. (In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue 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: 2.

• 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 March 2, 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:

| | |
|------------------------|-------------------------|
| Name | Phala Williams |
| Address | 5460 Bancroft Ave, #206 |
| City, State Zip | Oakland CA 94601 |
| Name | |
| Address | |
| City, State Zip | |

| | |
|---|--------|
|  | 3/1/22 |
|---|--------|

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

For Rent Adjustment Program date stamp.

PROOF OF SERVICE

NOTE: YOU ARE REQUIRED TO SERVE A COPY OF YOUR PETITION (PLUS ANY ATTACHMENTS*) ON THE AFFECTED TENANT(S) PRIOR TO FILING YOUR PETITION WITH RAP. You must include a copy of the RAP form "NOTICE TO TENANTS OF OWNER PETITION" (the preceding page of this petition packet) and a completed PROOF OF SERVICE form together with your Petition.

**Exception for attachments exceeding 25 pages. See "Important Information Regarding Filing Your Petition."*

- 1) Use this PROOF OF SERVICE form to indicate the date and manner of service and the person(s) served.
- 2) Note: Email is not a form of allowable service on a party of a petition or response pursuant to the Ordinance.
- 3) Provide a completed copy of this PROOF OF SERVICE form to the person(s) being served together with the documents being served.
- 4) File a completed copy of this PROOF OF SERVICE form with RAP together with your petition. Your petition will not be considered complete until this form has been filed indicating that service has occurred.

On the following date: 3/2/22 I served a copy of (check all that apply):

- PROPERTY OWNER PETITION FOR APPROVAL OF RENT INCREASE** plus 2 attached pages (number of pages attached to Petition not counting the Petition form, NOTICE TO TENANTS OF PROPERTY OWNER PETITION, or PROOF OF SERVICE)
- NOTICE TO TENANTS OF PROPERTY OWNER PETITION**
- Other: Appeal of Remand Hearing Decision

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 | <u>Phala Williams</u> |
| Address | <u>5460 Bancroft Ave #206</u> |
| City, State, Zip | <u>Oakland CA 94601</u> |

| | |
|------------------|--|
| Name | |
| Address | |
| City, State, Zip | |

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| City, State, Zip | |

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| Name | |
| Address | |
| City, State, Zip | |

| | |
|------------------|--|
| Name | |
| Address | |
| City, State, Zip | |

NOTE: If you need more space to list tenants you may attach additional copies of this page.

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

Jill Broadhurst
 PRINTED NAME

Jill Broadhurst
 SIGNATURE

3/2/02
 DATE SIGNED

3/1/22

T19-0326

Landlord representative is demanding that a senior hearing officer or city attorney familiar with the RAP ordinance review this case folder, for an appropriate and accurate decision.

Details:

Landlord representative had not received the remand decision from the November 12, 2020 hearing. The appeal was filed by the landlord. Landlord representative followed up with the rent board hearings unit and RAP director and was told that the hearing officer was not made aware that a remand was determined by the rent board committee, on behalf of the Landlord. Finally, a remand decision was mailed on 2/17/21 to all parties.

In the original appeal response, dated 3/27/20(attached), Landlord cited petition filed by the tenant, T14-0413. At the hearing, testimony was given by the tenant that she had received and signed the RAP form. This is evidence and should have been used in determining if a claim could have been made by the tenant within the mentioned timeframe of this new petition.

Further hearing officer states that it is unknown when and if tenant moved out of her unit. This timeline is also stated in the appeal response and was verbally corroborated by the tenant. All these omissions cause concern, was the case file and audio reviewed? The pattern of conclusions made by this hearing officer demonstrate a bias towards the tenant, despite numerous facts and evidence presented that favor the owner.

Finally, the hearing officer, while failing to address the RAP notice being served and adjustment of charges, based on statute of limitations, manages to come up with more charges supposedly owed to the tenant by the owner. The percentage was contested in the original petition response. Further, this issue was not filed by the tenant on appeal nor was it paramount to the hearing. The hearing officer had no jurisdiction to add monies or change the decision.

No evidence was provided by the tenant. However, multiple pieces of evidence and testimony were provided by witnesses from the Landlord, but were completely ignored.

Please review the Landlord Appeal Response of 3/27/20, review the audio of all hearings as well as the rent board appeal hearing, and make the appropriate determination based on these set if facts. Since June 2020 the tenant has been paying \$615 instead of the \$1050 base rent. With 2 years passing the tenant is now behind in over \$12,000 in rent.

We ask that the all lost services amount be capped at 12.5% based on previous submissions of all proactive work conducted by the owner to eradicate the problem. Further we seek a reversal of the original judgement based on the RAP notice statue of limitations. Therefore approximate lost services would be 2076.13, 393.75, 525.00=2994.88. This total should be deducted from the total owed by tenant, which as of March 1, 2022 stands at \$10,072.00. Landlord asks that balance owed to owner of \$7077.12 be paid back over 6 months.

Jill Broadhurst 
BIG CITY Property Group

bigcitypg@gmail.com

000406

3/27/20

T19-0326

Landlord Appeal Response

Landlord appeals the decision determined by Hearing Officer Lambert.

- 1- Hearing Officer omitted the vital facts that were submitted and the in-person testimony provided by the Landlord witness and property manager. A RAP was issued to the tenant on September 2, 2014. This was established in case T14-0413 and this previous case was discussed the day of the hearing.
- 2- Landlord objects to a 25% reduction in rent for the pest conditions. The management provided documentation and demonstrated the detail and depth involved in trying to resolve this issue. There was good faith on behalf of the management to resolve this matter. Management was working with tenant in servicing the pests since May 2018. It seems reasonable to have a 12.5% reduction apply. Further, Hearing Officers are not housing inspectors. The city code violation paperwork makes a minimal mention of any pest problem, further highlighting that a 12.5% reduction seems more appropriate.
- 3- The tenant moved out of unit #206 on 10/12/19. This petition was filed on June 25, 2019. Therefore the 12.5% ongoing credit should not apply and should be removed from the decision.
- 4- Tenant admits the first pest problem began in May 2018 in unit #206. Owner immediately began servicing that unit as evidenced in servicing log submitted with the initial petition response. However a petition was not filed till June 2019. One year and a month after the problem was first documented. The tenant can only be granted a 90-day credit (per 8.22.090,3b) since the RAP was indeed served. Landlord asks that restitution be recalculated.
- 5- The tenant has never paid \$1050, as hearing officer alludes too in the overpayment table. Tenant has always paid \$977 per hearing decision T14-0413. In fact, as was discussed in the hearing, she did not pay October 2019 rent and the rent board hearing should not have taken place. To date the tenant is still in default for that month of rent.

Landlord asks that corrections be made administratively. The financial adjustments should be based on all the restated facts noted above. Landlord asks that the hearing decision be amended to reflect ALL the evidence and testimony first provided in the hearing. Maximum credit allowed is $(\% \times 1050) \times 3 \text{ mos} / 90 \text{ days}$.

Thank you,

Jill Broadhurst

BIG CITY Property Group





MEMORANDUM

Date: May 6, 2022
To: Members of the Housing, Rent Residential & Relocation Board (HRRRB)
From: Kent Qian, Deputy City Attorney
Re: Appeal Summary in T18-0018 Sund v Vernon Street Apartments
Appeal Hearing Date: May 12, 2022

Property Address: 633 Alma Avenue, Unit 5, Oakland, CA

BACKGROUND

On November 29, 2017, the tenant filed a petition, contesting a proposed monthly rent increase from \$908.67 to \$2,095.00, effective December 1, 2017, on the following grounds:

- The increase exceeds the CPI Adjustment and is unjustified or greater than 10%;
- The proposed rent increase would exceed an overall increase of 30% in 5 years;
- She wishes to contest an exemption from the Rent Adjustment Ordinance because the exemption was based on fraud or mistake.

The owner filed a timely response on April 2, 2018, which stated that the rent increase is based on the Costa-Hawkins Act and that the original tenant no longer maintains this unit as her primary place of residence.

On December 20, 2018, the hearing officer denied the petition on the grounds that (1) the tenant no longer permanently resides at 633 Alma Street, Unit 5, in Oakland, California, at least since July 1, 2017; (2) that she permanently resides at 3024 California Street, in Oakland, California, and therefore lacks standing to file this petition. She found that (1) the owner's agent testified credibly that he had received multiple complaints about strangers going in and out of the petitioner's unit with keys to the unit while the petitioner was nowhere to be seen; (2) an internet search by the owner's agent showed listings by the petitioner's boyfriend, purporting to rent out an unspecified unit on couch surfing sites as well as a baby registry for the petitioner and her boyfriend;

and (3) the Investigator's records indicated that the petitioner was no longer permanently residing at the Alma Street address since at least July 1, 2017.

First Appeal

The tenant appealed the hearing decision. The board remanded the decision to the hearing officer, with instructions that the tenant had standing to file the petition. The Board directed the hearing officer to determine whether the rent increase was valid under Civil Code § 1954.53(d)(2) based on whether the tenant is no longer a permanent resident of the unit.

Remand decision

On remand, the hearing officer again found that the tenant no longer permanently resides at the subject unit as her primary residence but rather 3024 California Street and has not occupied the subject unit as her primary permanent residence since at least July 1, 2017. Accordingly, the hearing officer concluded that the contested rent increase is valid under Civil Code § 1954.53(d)(2).

GROUND FOR APPEAL

The tenant appealed the hearing decision. The tenant contends that the tenant's absence from the unit was temporary due to the needs of her newborn child and she had always intended to return to the unit. She had always paid the rent for her unit. She also returned to the unit in 2019 and continued to reside there full-time.

The tenant also contends that the language of the Costa-Hawkins statute only allows a rent increase to be imposed to a lawful sublessee or assignee. Because the tenant was the original occupant and neither a lawful sublessee or assignee, a Costa-Hawkins increase is inapplicable to her.

The owner did not file a response to the petitioner's appeal.

ISSUES

1. Does substantial evidence support the hearing officer's finding that the petitioner no longer permanently resided in the subject unit at the time the notice was served?
2. Does the Costa-Hawkins Act permit a rent increase to an original occupant, or does Costa-Hawkins allow an increase only on a sublessee or assignee?

APPLICABLE LAW AND PAST BOARD DECISIONS

Applicable Law

a. Civil Code § 1954.53(d)(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 sub lessee or assignee who did not reside at the dwelling or unit prior to January 1, 1996.”



MEMORANDUM

Date: May 6, 2022
To: Members of the Housing, Rent Residential & Relocation Board (HRRRB)
From: Kent Qian, Deputy City Attorney
Re: Appeal Summary in L19-0257 Underwood v. Tenants
Appeal Hearing Date: May 12, 2022

Property Address: 763 15th St., Oakland, CA

BACKGROUND

The owner petitioned for a certificate of exemption for 763, 765, and 767 15th Street on the basis that the properties are exempt from the Rent Adjustment Ordinance on the ground of new construction.

The hearing officer found that 763 and 765 15th Street units did not qualify for the new construction exemption because the units fell within the footprint of the prior residential building. However, the 767 15th Street unit qualified for the new construction exemption because it did not fall within the footprint of prior residential use.

GROUND FOR APPEAL

The tenant appealed the hearing decision. The owner argues that 763 15th Street qualifies for the new construction exemption because it is new construction and not a redevelopment of an existing unit. The owner contends that he tried to obtain a certificate of occupancy from the City, but the City only provided a certificate for 767 15th Street.

ISSUES

1. Does substantial evidence support the hearing officer's decision that 763 15th Street unit does not qualify for the new construction exemption on the basis that it fell within the footprint of the prior residential building?

APPLICABLE LAW AND PAST BOARD DECISIONS

Past Board Decisions

1. T17-0173 Cortes v. Wong, L17-0068 Yip v. Tenants

The Board rejected the Hearing Decision which held that the portion of the new building that was built in the footprint of the prior building was not “new construction” and held that the footprint of the old structure is not relevant. According to the Board, there is no “footprint” requirement in the Rent Ordinance or Regulations. The Board affirmed that the entire building is exempt from rent control.

2. T16-0377, Buggs v. Bay Property

The property consisted of a single-family residence that was demolished. A totally new building was built which consists of 10 residential units built after January 1, 1983. The Board stated the hearing officer erred in interpreting the Ordinance to mean that both the condition of (1) new construction and (2) no prior residential use were required to qualify for the exemption.

3. T16-0683, Prager v. Lagos

The property consisted of a single-family residence that was demolished. A totally new building was built which consists of 10 residential units built after January 1, 1983. The Board stated the hearing officer erred in interpreting the Ordinance to mean that both the condition of (1) new construction and (2) no prior residential use were required to qualify for the exemption.



MEMORANDUM

Date: May 6, 2022
To: Members of the Housing, Rent Residential & Relocation Board (HRRRB)
From: Kent Qian, Deputy City Attorney
Re: Appeal Summary in T19-0326 Williams v. Crane Management
Appeal Hearing Date: May 12, 2022

Property Address: 5460 Bancroft Avenue, Unit 206
Appellant/Owner: Crane Management
Appellant Representative: Jill Broadhurst, Big City Property Group
Respondent/Tenant: Phala Williams

PROCEDURAL BACKGROUND

On June 25, 2019, the tenant filed a petition, claiming she never received the notice of the existence of the Rent Adjustment Program, claiming a code violation, and alleging a decreased housing claim regarding a roach infestation.

The owner filed a timely response to the tenant petition on October 17, 2019, designating Crane Management as the owner, and on October 22, 2019, designating Jill Broadhurst as the owner representative.

The hearing officer found that the tenant never received a RAP notice and issued a decision granting 25% restitution for the pest infestation totaling 1) \$4,125.25 for 17 months from June 1, 2018 to October 1, 2019, 2) \$787.50 for 3 months from October 19, 2019, to December 31, 2019, and 12.5% restitution totaling 3) \$525.00 from January 1, 2020, to April 30, 2020. The total restitution granted was \$5,464.75.

The owner appealed the decision. The Board remanded the decision back to the hearing officer to “review the evidence regarding the RAP notice and the charges.”

The hearing officer again found that the tenant never received the RAP notice because the tenant’s testimony at the hearing was uncontradicted. The hearing officer

also reviewed the award for decreased housing services claim and left the award unchanged.

GROUND FOR APPEAL

The owner appealed the Hearing Decision on the grounds that 1) the decision is inconsistent with O.M.C. Chapter 8.22, Rent Board Regulations or prior decisions of the board, 2) the decision is inconsistent with decisions issued by other hearing officers, 3) the decision violates federal, state or local law, and 4) the decision is not supported by substantial evidence.

The owner alleges the following:

- 1) in the original landlord appeal, the landlord cited petition filed by the tenant, T14-0413. At that hearing, the tenant gave testimony that she had received and signed the RAP notice.
- 2) the owner objects to a 25% rent reduction on the grounds that the management presented evidence of a good faith effort to resolve the pest issue and provided pest control services since May 2018. The owner recommends a 12.5% reduction and states that hearing officers are not housing inspectors and city paperwork regarding code violations makes a minimal mention of any pest problem.
- 3) The tenant vacated unit 206 on October 12, 2019. The petition was filed on June 25, 2019 so the 12.5% ongoing credit should be removed from the hearing decision.
- 4) The tenant admitted the pest problem started in unit 206 in May 2018 and the owner immediately began servicing that unit as evidenced in the service log filed with the petition. The petition was not filed until June 2019, a year and one month after the problem was first documented. The tenant can only be granted a 90-day credit pursuant to OMC 8.22.090.3b. The owner requests a re-calculation.
- 5) 5) The tenant has never paid \$1050 which is alluded to by the hearing officer in the overpayment table. She has always paid \$977.00 per the hearing decision in T14-0413. She did not pay the October 2019 rent and the rent board hearing should not have taken place.

ISSUES

1. Is the Hearing Officer's determination that the tenant never received a RAP Notice supported by substantial evidence?
2. Is the Hearing Officer's determination of decreased housing services supported by substantial evidence?

APPLICABLE LAW AND PAST BOARD DECISIONS

1. Applicable Law

a. O.M.C. Section 8.22.060 A - Notice of the existence of this chapter required at commencement of tenancy

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 which must include the following information:

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

b. O.M.C. § 8.22.090 A 3 - Petition claiming decreased housing services

3. For a petition claiming decreased housing services:

a. If the decreased housing is the result of a noticed or discrete change in services provided to the tenant (e.g., removal of parking place, requirement that tenant pay utilities previously paid by owner) the petition must be filed within ninety (90) days of whichever of the following is later:

i. The date the tenant is noticed or first becomes aware of the decreased housing service; or

ii. The date the tenant first receives written notice of the existence and scope of this Chapter as required by Section 8.22.060.

b. If the decreased housing is ongoing (e.g., a leaking roof), the tenant may file a petition at any point but is limited in restitution for ninety (90) days before the petition is filed and to the period of time when the owner knew or should have known about the decreased housing service.

c. O.M.C. § 8.22.110 (E) - RAP Ordinance, states that a Hearing officer may order a rent adjustment as restitution for any overcharges or undercharges due, subject to guidelines set out in the regulations.

d. O.M.C. 8.22.110, F.3 and 4 - RAP Regulations, HEARING PROCEDURE

2. Past Board Decisions

a. Restitution Calculation for Decreased Housing Service

T18-0438, Martinez v. Carino

Board remanded case to recalculate restitution period to end as of the date of the Hearing, rather than the date of the Hearing Decision.

T18-0153, Bush v. Dang

Board reduced restitution for broken window from 10% to 5%.

T13-0093, Mackey v. Ahmetspahic

Board affirmed hearing decision which granted restitution of 4% for rodents and 0.5% for a broken electrical outlet

T13-0001, Baragano v. Discovery Inv.

Board affirmed hearing decision which granted 3% rent reduction for condition of the carpet.

T12-0348, Smith v. Lapham Company

Board affirmed hearing decision which granted 5% rent reduction for a broken kitchen faucet and broken shower door.

T13-0014, Lao v. Leung

Board affirmed hearing decision which granted tenant \$75.00/month for 4 months for loss of use of kitchen because owner removed kitchen to comply with city code enforcement program.