

**HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD
FULL BOARD SPECIAL MEETING**

September 24, 2020

5:00 P.M.

Meeting Will Be Conducted Via Zoom Conference

AGENDA

PUBLIC PARTICIPATION

The public may observe and/or participate in this meeting 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 this link: You are invited to a Zoom webinar.

When: September 24, 2020 5:00PM Pacific Time (US and Canada)

Topic: HOUSING, RESIDENTIAL RENT AND RELOCATION FULL BOARD SPECIAL MEETING September 24, 2020 5:00 PM

Please click the link below to join the webinar:

<https://zoom.us/j/95264542542>

To listen to the meeting by phone, please call the numbers below at the noticed meeting time:

Or iPhone one-tap :

US: +16699006833,,95264542542# or +12532158782,,95264542542#

Or Telephone:

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

US: +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 or +1 301 715 8592 or +1 312 626 6799 or +1 929 205 6099

Webinar ID: 952 6454 2542

International numbers available: <https://zoom.us/u/abdbH7YIns>

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” is available at:

<https://support.zoom.us/hc/en-us/articles/205566129> - Raise-Hand-In-Webinar.

- 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 Bkong-brown@oaklandca.gov.

HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD

1. CALL TO ORDER

2. ROLL CALL

3. CONSENT ITEMS

- a) Approval of Board minutes from September 10, 2020

4. OPEN FORUM

5. APPEALS*

- a) T19-0359, Kelly v. Claridge Hotel, LLC
- b) T19-0202, Pacheco v. Newsome
- c) L19-0037, Pan Pacific Corp, LLC v. Tenants

6. ACTION ITEMS

7. INFORMATION AND ANNOUNCEMENTS

- a. Legislative Updates (Office of the City Attorney)
- b. Discussion regarding Board Member Designation/Nomenclature (R. Auguste)

8. COMMITTEE REPORTS AND SCHEDULING

9. ADJOURNMENT

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. To request disability-related accommodations or to request an ASL, Cantonese, Mandarin or Spanish interpreter, please email sshannon@oaklandca.gov or call (510) 238- 3715 or California relay service at 711 by 5:00 P.M. one day before the meeting.

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

Si desea solicitar adaptaciones relacionadas con discapacidades, o para pedir un intérprete de en español, Cantonés, Mandarín o de lenguaje de señas (ASL) por favor envíe un correo electrónico a sshannon@oaklandca.gov o llame al (510) 238-3715 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 sshannon@oaklandca.gov 或致電 (510) 238-3715 或 711 California relay service.

**HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD
FULL BOARD SPECIAL MEETING**

September 10, 2020

5:00 P.M.

**VIA ZOOM CONFERENCE
OAKLAND, CA**

MINUTES

1. CALL TO ORDER

The Board meeting was administered via Zoom by H. Grewal, Housing and Community Development Department. He explained the procedure for conducting the meeting. The HRRRB meeting was called to order at 5:00 p.m. by Board Chair, R. Stone.

2. ROLL CALL

MEMBER	STATUS	PRESENT	ABSENT	EXCUSED
T. HALL	Tenant	X		
R. AUGUSTE	Tenant	X		
H. FLANERY	Tenant Alt.			X
Vacant	Tenant Alt.			
R. STONE	Homeowner	X		
A. GRAHAM	Homeowner	X		
S. DEVUONO- POWELL	Homeowner	X		
E. LAI	Homeowner Alt.			X
J. MA POWERS	Homeowner Alt.			X
K. FRIEDMAN	Landlord	X		
T. WILLIAMS	Landlord	X		
B. SCOTT	Landlord Alt.			X
K. SIMS	Landlord Alt.			X

Staff Present

Kent Qian	Deputy City Attorney
Oliver Luby	Deputy City Attorney
Chanee Franklin Minor	Program Manager, Rent Adjustment Program
Barbara Kong-Brown	Senior Hearing Officer, Rent Adjustment Program

3. CONSENT ITEMS

- a) Approval of Board Minutes from July 30, 2020, Full Board Special Meeting

K. Friedman corrected Bate stamp #6, changed “tht” to “that.”

B. Kong-Brown noted legislative updates was Item 5b, not Item 6. Item 6 was a training.

A. Graham moved to approve the Rent Board minutes from July 30, 2020, with the corrections provided. R. Auguste seconded.

The Board voted as follows:

Aye: T. Hall, R. Auguste, R. Stone, A. Graham, S. Devuono-Powell, K. Friedman, T. Williams

Nay: None

Abstain: None

The motion was approved by consensus.

4. OPEN FORUM

Lucky Thomas

- In It Together-Concern by small property owners over the amendments to Chapter 8.22 of The Oakland Municipal Code (Residential Rent Adjustments And Evictions); housing policies need to be balanced, to protect both landlords and tenants, and clear guidelines are needed.

James Vann

- Oakland Tenants' Union-Congratulated R. Stone as the new Board Chair, expressed concern about prior hearing decisions where R. Stone was acting chair, and hopes he is fair and adheres to the regulations.

Phyllis Horneman

- In It Together-Requests clear definitions of “primary residence” and “additional occupant.”

Catherine Deguere

- In It Together-Requests clear definition of terms such as

“unreasonably refuse,” “additional occupant”, and “one-for-one replacement.”

Hilary Davis

- Owner occupied duplex-The terms “Housing services”, “roommate,” and “subtenant v. co-tenant,” are ambiguous and there are too many interchangeable terms. Need clarity of terms and definitions.

Lupe Schoenberger

- Small property owner-The recent policy changes treat small landlords as collateral damage and there is a need to preserve the small landlord as they contribute to the fabric of Oakland.

Jeanie Llewellyn

- In It Together-Owner occupied 4-unit building. The term “roommate” is undefined and ambiguous, the terms need to be well defined, and regulations should request proof of residency.

Board Chair R. Stone moved item 7d, Retirement of Jessie Warner, Rent Board Member, for discussion under Open Forum

Board Chair R. Stone thanked J. Warner for her service and expressed appreciation for her nine years on the Board, including her four-year service as Board Chair. A plaque commemorating her service will be mailed to her. Board members K. Friedman, T. Williams, and program manager C. Franklin Minor also thanked Ms. Warner for her service.

Ms. Warner spoke about her experience as a Board member and stated that it was an honor to serve on the Board.

Board Member R. Auguste moved item 7e, Welcome to New Board Member Saneta Devuono-Powell, for discussion under Open Forum.

The Board welcomed S. Devuono-Powell to the Board and C. Franklin Minor spoke about S. Devuono-Powell’s background, that she was very knowledgeable in housing policy issues and is a long-term resident of Oakland. S. Devuono-Powell spoke about her experience in community development and policy, and is a graduate Berkeley Law School.

5. APPEALS

a) T18-0414 and T18-0472, Martin et al. v. Zalabak

Appearances: Lisa Giampaoli Tenant Representative
Alice Grice Conner Owner Representative

The tenant appellant representative argued that the tenants moved into the subject building in 2014, which was rented as a multi-unit building for four years, and subject to rent control. The landlord wanted the tenants to buy the property and they could not do so. The landlord then sent them a 70% rent increase notice.

The Hearing Officer granted an exemption from the Rent Ordinance, which is not supported by substantial evidence. The Hearing Officer relied on the landlord's unreliable testimony, that she removed the illegal rear unit from residential use. The tenants were forced out and the landlord has subsequently posted ads for the property for rent as a 1 "plus" bedroom, including the illegal unit as a "plus" 1.

There is also a procedural error by the Hearing Officer, who did not admit several documents submitted by the tenants, failed to note that the landlord did not have a permit for an office in the back unit, and the landlord committed fraud by saying she removed the illegal unit from residential use.

The owner appellee representative argued that the landlord served two notices, but the first notice was in error, and was rescinded. The Hearing Officer held two hearings to investigate the former occupants' claims. There were lots of questions about the circumstances of their occupancy and the tenants in the rear unit moved out. A permit was pulled for electricity in the rear unit. The "plus" can be used as an office and the tenants are not permitted to introduce new evidence on appeal.

Board cases have held that deference should be paid to the Hearing Officer's findings, and the Hearing Officer in this case weighed the credibility of the witnesses and determined the weight of the evidence. The Rent Board cannot condone illegal conduct. The landlord found that the unit was illegal and removed it from the rental market.

After arguments and rebuttal made by both parties, Board questions to the parties and Board discussion, Board Chair R. Stone moved to remand to the Hearing Officer, with direction to re-issue the Hearing Decision, considering DaVinci Group v. San Francisco Residential Rent Stabilization

and Arbitration Board, 5 Cal. App.4th 24, (1992) and Owens v. City of Oakland Housing, Residential Rent and Relocation Board, Court of Appeal, 1st Appellate District, Case No. A1576673, with specific consideration of the testimony of the property as a multi-unit dwelling. R. Auguste seconded.

The Board voted as follows:

Aye: T. Hall, R. Auguste, A. Graham, R. Stone, S. Devuono-Powell, T. Williams, K. Friedman

Nay: None

Abstain: None

The motion was approved by consensus.

b) T18-0018, Sund v. Vernon Street Apartments, LP aka Flynn Family Holdings, LLC

This case was postponed at the request of the tenant representative and will be re-scheduled.

c) T19-0272 and T19-0325, Jeffers v. BD Opportunity

Appearances:	H.J. Long	Owner Representative
	Carlene Jeffers	Tenant

The owner appellant representative argued that the restitution granted in the Hearing Decision is greater than the cash flow, the owner provided the RAP notice in prior cases, and the restitution period for March 2019 is 115% of the rent, which greater than 100% of the rent. This is unjust. The Hearing Decision is not supported by substantial evidence and does not provide a fair return on investment for the owner.

The Hearing Decision is also inconsistent with a prior hearing decision issued by Ms. Kong-Brown, regarding the same parties in T16-0526. The tenant claimed illegal rent, removal of the laundry, rodents, and a parking issue. The decision granted \$20.00 for decreased housing service regarding the laundry only and denied all other decreased housing service claims. This decision is part of the Record and the Hearing Officer should be directed to consider the prior hearing decision.

In the current case, the Hearing Officer reduced the tenant's rent all the way back to October 2016, even though the tenant did not submit any evidence about her claims regarding water leaks, the kitchen cabinets, and

the owner replaced the windows, and the violations were abated. The tenant said the water leaks were fixed. The Hearing Officer also gave a 25% rent reduction for the kitchen cabinets because the tenant said she did not like the color, which is a cosmetic issue. In 2016 there was no pest infestation, so giving a rent reduction back to October 2016 constitutes a taking from the owner, resulting in unjust enrichment to the tenant.

The tenant appellee representative argued that no new evidence is permitted in an appeal hearing. At the underlying hearing, the owner was permitted to testify, and he did not contest the tenant's statements. He did not know the tenant's rent or anything about the condition of the unit, and he did not argue that the prior hearing decision needed to be reviewed and considered. Even if the conditions were abated, the owner did not submit any evidence to support his claim.

After arguments and rebuttal made by both parties, Board questions to the parties and Board discussion, R. Auguste moved to remand the case to the Hearing Officer to re-calculate the restitution for March 2019, not to exceed 100%, and limit the restitution to the date of the Hearing Decision. Board Chair R. Stone offered a friendly amendment that the Hearing Officer also consider the prior decisions of the Board for similar reductions so that the decision is consistent with prior reductions. R. Auguste accepted the friendly amendment. T. Hall seconded the motion.

The Board voted as follows:

Aye: T. Hall, R. Auguste, A. Graham, T. Williams, R. Stone
Nay: K. Friedman, T. Williams
Abstain: S. Devuono-Powell

The motion carried.

6. ACTION ITEMS

a) Ad Hoc Committee

No Report

b) Proposed Amendments to the Just Cause and Rent Regulations pursuant to Ordinance No. 13608

Deputy City Attorney Luby stated this was not an action item and would be discussed in Agenda Item 7c

7. INFORMATION AND ANNOUNCEMENTS

- a) Discussion of Rent Program activities (Chanee Franklin Minor)

Tabled

- b) Legislative Updates

Deputy City Attorney Qian reported that the Efficiency Ordinance will go to City Council next Tuesday. The purpose of the Ordinance is to streamline the appeal process, and allow the panels to hear most appeals, a staff member to hear appeals where there are “no shows,” and to change the attendance requirements.

At the State level, the Judicial Council voted to end the ban on evictions on August 31, 2020. The Legislature passed AB 3088, signed on August 31, 2020, to create eviction protections for tenants due to CO-VID 19. This stops evictions until February 2021. The State law provides that tenants cannot be evicted but have to pay 25% of all the rent due on February 1, 2021 and must resume paying the monthly rent beginning in February 2021.

In Oakland, if the tenants are covered by the Rent Ordinance, they can use the Oakland Moratorium until the end of the Local Emergency due to CO-VID 19. If tenants cannot pay rent due to CO-VID 19 this cannot be a basis for eviction. Starting March 1, 2021, the owner can file in small claims court for rent due from tenants.

C. Franklin Minor stated the City of Oakland has been awarded \$5 million for homeowner and tenant assistance, and the RAP has a mediation program for repayment of rent issues, at no cost to the parties.

- c) TPO Regulations Update

Deputy City Attorney Luby stated that within 90 days of the adoption of the Ordinance, which is October 21, 2020, the City Administrator will work with the Rent Board to develop regulations to conform to the changes, including defining “principal residence,” “base occupancy level,” and “rent ceiling” for a tenant not on the lease, and also to develop

regulations for “just cause” and to define “unreasonable refusal” regarding additional tenants.

C. Franklin Minor stated that she is working on a draft of the regulations with deputy city attorneys to present to the Board next month.

The Board discussed forming an ad hoc committee versus a standing committee to work on the regulations. Board Chair R. Stone moved to create an ad hoc committee. S. Devuono-Powell seconded, and there was Board consensus to form an ad hoc committee consisting of three members, who are Board members R. Auguste, A. Graham and K. Friedman., and they can decide who will chair the committee. T. Hall stated she could be a backup if R. Auguste is not available. There was discussion about the use of the term “neutral” to refer to the homeowner representative.

8. ADJOURNMENT

The HRRRB meeting was adjourned at 8:30 p.m. by Board Chair R. Stone.

8.22.040 - Composition and functions of the Board.

A. Composition.

1. **Members.** The Board shall consist of seven (7) regular members appointed pursuant to Section 601 of the City Charter. The Board shall be comprised of two (2) residential rental property owners, two (2) tenants, and three (3) persons who are neither tenants nor residential rental property owners. The Board shall also have six (6) alternate members, two (2) residential rental property owners, two (2) tenants and two (2) persons who are neither a tenants nor residential rental property owners appointed pursuant to Section 601 of the Charter. An alternate member may act at Board meetings in the absence of a regular Board member of the same category, and at appeal panels meetings without such an absence.
2. **Appointment.** A Board member is deemed appointed after confirmation by the City Council and upon taking the oath of office.
3. **Board members serve without compensation.**

B. Vacancies and Removal.

1. A vacancy on the Board exists whenever a Board member dies, resigns, or is removed, or whenever an appointee fails to be confirmed by the City Council within two City Council meetings of nomination by the Mayor.
2. **Removal for Cause.** A Board member may be removed pursuant to Section 601 of the City Charter. Among other things, conviction of a felony, misconduct, incompetency, inattention to or inability to perform duties, or absence from three consecutive regular meetings except on account of illness or when absent from the city by permission of the Board, constitute cause for removal.
3. **Report of Attendance.** To assure participation of Board members, attendance by the members of the Board at all regularly scheduled and special meetings of the Board shall be recorded, and such record shall be provided annually to the Office of the Mayor and to the City Council.

C. Terms and Holdover.

1. **Terms.** Board members' terms shall be for a period of three (3) years beginning on February 12 of each year and ending on February 11 three (3) years later. Board members shall be appointed to staggered terms so that only one-third ($\frac{1}{3}$) of the Board will have terms expiring each year, with no more than one Board member who is neither a residential rental property owner nor a tenant, and no more than one rental property owner and no more than one tenant expiring each year. Terms will commence upon the date of appointment, except that an appointment to fill a vacancy shall be for the unexpired portion of the term only. No person may serve more than two (2) consecutive terms as a board member, nor more than two (2) consecutive terms as an alternate. Time served as a board member shall be considered separately from time served as an alternate.
2. **Holdover.** A Board member whose term has expired may remain as a Board member for up to one year following the expiration of his or her term or until a replacement is appointed whichever is earlier. The City Clerk shall notify the Mayor, the Rent Program, the Board, and affected Board member when a Board member's holdover status expires. Prior to notification by the City Clerk of the end of holdover status, a Board member may fully participate in all decisions in which such Board member participates while on holdover status and such decisions are not invalid because of the Board member's holdover status.

D. Duties and Functions.

1. **Appeals.** The Board or an Appeal Panel hears appeals from decisions of hearing officers under the procedures set out in O.M.C. Section 8.22.120.
2. **Regulations.** The Board may develop or amend the regulations, subject to City Council approval.

3. Reports. The Board shall make such reports to the City Council or committees of the City Council as may be required by this Chapter, by the City Council or City Council Committee.
4. Recommendations. The Board may make recommendations to the City Council or appropriate City Council committee pertaining to this Chapter or City housing policy when requested to do so by the City Council or when the Board otherwise acts to do so.
5. Regular Meetings. The Board or an Appeal Panel shall meet regularly on the second and fourth Thursdays of each month unless cancelled. Rent Program staff is authorized to schedule these regular meetings either for the full Board or for an Appeal Panel.
6. Special Meetings. The Board or an Appeal Panel may meet at additional times as scheduled by the Board Chair or Rent Program staff.

E. Appeal Panels.

1. Appeal Panels shall hear appeals of Hearing Officer decisions.
2. Rent Program staff shall determine whether an appeal should be heard by an Appeal Panel or the full Board. A party to an appeal may, however, elect not to have his/her case heard by a panel and instead to be heard by the full Board. A party may so elect by notifying the Rent Adjustment Program not more than ten (10) days after the notice of the panel hearing is mailed.
3. All Appeal Panel members must be present for a quorum. A majority of the Appeal Panel is required to decide an appeal.
4. Membership on an Appeal Panel is determined by Rent Program staff. Membership need not be permanent, but may be selected for each panel meeting. Appeal Panels may be comprised solely of Alternate Board Members.

(Ord. No. 13418, § 1(Exh. A), 2-7-2017; Ord. No. 13373, § 1, 6-7-2016; Ord. 12706 § 1, 2005; Ord. 12538 § 1 (part), 2003; Ord. 12399 (part), 2002)

CHRONOLOGICAL CASE REPORT

Case No.: T19-0359
Case Name: Kelly v. Claridge Hotel LP
Property Address: 634 15th Street, Unit 613, Oakland, CA
Parties: Pariss Kelly (Tenant)
Jehne Trombly (Owner)

TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	July 22, 2019
No Owner Response filed	-----
Dismissal mailed	February 6, 2020
Tenant Appeal filed	February 10, 2020

T19-0359 MS/BC

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM Mail To: P. O. Box 70243 Oakland, California 94612-0243 (510) 238-3721	RECEIVED CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 2019 JUL 22 AM 10:41
--	--

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

TENANT PETITION

Please print legibly

Your Name <i>Pariss Kelly</i>	Rental Address (with zip code) <i>63415th Street, unit 613 Oakland, CA 94612</i>	Telephone <i>---</i>
Your Representative's Name <i>---</i>	Mailing Address (with zip code) <i>---</i>	Telephone <i>---</i>
Property Owner(s) name(s) <i>Elaridge Hotel LP c/o Kumana Sarosh, Manab</i>	Mailing Address (with zip code) <i>Trombly, JEANNE OWNER 1201 FULTON ST SAN FRANCISCO CA 94117</i>	Telephone <i>---</i>

Number of units on the property: 203

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

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

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

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

Date you moved into the Unit: October 3 2012 Init 2013 JUL 26 AM 10:41 /month

When did the owner first provide you with a written NOTICE TO TENANTS of the existence of the Rent Adjustment Program (RAP NOTICE)? Date: 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. You must check "Yes" next to each increase that you are challenging.

Date Notice Served (mo/day/year)	Date Increase Effective (mo/day/year)	Amount Rent Increased		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
<u>12-15-2017</u>	<u>FEB 1 2018</u>	<u>\$ 625</u>	<u>\$ 650</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<u>NONE</u>	<u>2017</u>	<u>\$ 625</u>	<u>\$ 625</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<u>NONE</u>	<u>2016</u>	<u>\$ 625</u>	<u>\$ 625</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

List case number(s) of all Petition(s) you have ever filed for this rental unit: MAY 29, 2018 NOVEMBER 26 2011

III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:

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

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


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

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

IV. VERIFICATION: The tenant must sign:

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

2019 JUL 22 AM 10:41



Tenant's Signature

7-22-2019

Date

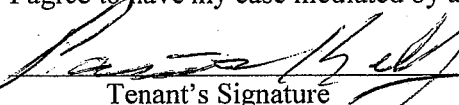
V. MEDIATION AVAILABLE: Mediation is an entirely voluntary process to assist you in reaching an agreement with the owner. If both parties agree, you have the option to mediate your complaints before a hearing is held. If the parties do not reach an agreement in mediation, your case will go to a formal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

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

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

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

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



Tenant's Signature

7-22-2019

Date

VI. IMPORTANT INFORMATION:

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

File Review

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

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

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

NEW EVIDENCE

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

1. Vector Control 2-11-2019
2019 JUL 22 AM 10:44
2. Code Enforcement case 1901964 5-20-2019
3. Claridge Hotel LP NOTICE OF LEASE VIOLATION 7-19-2019
4. Trombly, JEANNE OWEN
5. Turowski Frank
6. TCAC 2019 Compliance Inspection 6-1-2019
7. Claridge Hotel lease agreements

Alameda County Health Care Services Agency Vector Control Services District Request for Services		Report Date: 03/14/2019 Census Tract: 4028
Request Number: 2019-000469		RECEIVED CITY OF OAKLAND RENT ARBITRATION PROGRAM 634 15th Street 613 28911622, Oakland, CA 94612
Contact Name: Pariss Kelly Phone: /	Reported By Name: Pariss Kelly Address: Phone: ! Alt Phone: Email Address:	
Reason for Request: cockroaches	Priority: 1-3 Days	
Assigned To: Michael Heung	District: 1	
Received By: Patrice Rogers	Date Received: 02/07/2019	
Reason: 30 - Cockroaches		
REPORT OF INVESTIGATION		
Date: 02/11/2019 VCO: Michael Heung Reason: Cockroach - German Services: 01 - Initial Request Narrative: Visited and both the management staff, Nicole and tenant, Parris were interviewed. Signs of cockroach including live ones were observed on the wall, under the refrigerator and microwave in unit 613. Parris was advised to have a better house keeping, make his unit ready for treatment prior to the arrival of the exterminator, and to render full cooperation with management and the pest control company. Nicole was advised to arrange a pest control company to address the problem. Claridge Hotel is under the management of SF Rent. The head of the maintenance department, Kevin (415-241-0100) was contacted over the phone. He was informed of my findings and advised to: - hire a licensed pest control company to address the cockroach problem; - caulk all the cracks and crevices in unit 613 to eliminate the cockroach hiding space; - treat the neighboring units (left and right, up and down); and - treat other units wherever necessary. Kevin promised to make the arrangement.		
Date Investigated: 02/11/2019	Investigated By: <u>Michael Heung</u> Signature	
Date Closed:		

2019 JUL 22 AM 10:41

RECEIVED
 CITY OF OAKLAND
 RENT ARBITRATION PROGRAM

000019



CITY OF OAKLAND

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2019 JUL 22 AM 10:41

250 FRANK H. OGAWA PLAZA • SUITE 2340 • OAKLAND, CALIFORNIA 94612-2031

Planning and Building Department
Bureau of Building
Building Permits, Inspections and Code Enforcement Services
inspectioncounter@oaklandca.gov

(510) 238-3381
FAX: (510) 238-2959
TDD: (510) 238-3254

NOTICE OF VIOLATION

CITY OF OAKLAND
30MAY 10:26AM

May 20, 2019

Certified and Regular mail

To: CLARIDGE HOTEL LP
C/O: KUMANA SAROSH, MANAG
1201 FULTON ST
SAN FRANCISCO CA 94117

Code Enforcement Case No.: 1901864
Property: 634 15TH ST
Parcel Number: 003-0071-008-00
Re-inspection Date/Correction Due Date: 6/25/2019

Code Enforcement Services inspected your property on 5/7/2019 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 Travis Ha, who is assigned to your case, before the re-inspection date shown above to schedule an inspection. Your inspector is available by phone at 510-238-6144 and by email at tha@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.

000020

Violations

RECEIVED
 CITY OF OAKLAND
 RENT ARBITRATION PROGRAM
 Complaint #: 1901864
 2019 JUL 22 AM 10:41

Property Address: 634 15TH ST

Property Maintenance (Blight)

Description of Violation	Required Action	OMC Section

Building Maintenance (Housing)

Description of Violation	Required Action	OMC Section
Unit 613: Room radiator heater is inoperable.	Restore/ Repair.	15.08.260

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.

Appeal Information
RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

You have a right to appeal this Notice of Violation. The following describes the process for appealing each type of violation described in the Notice of Violation. In some cases, separate appeal processes may be required.

2019 JUL 22 AM 10:41

In order to appeal any violations described in this Notice of Violation, you must complete the enclosed Violation Appeal form and submit it as described below with supporting documentation along with the applicable appeal fee(s) by the Appeal deadline. If you wish to appeal a Major Zoning violation(s), you must submit the enclosed Appeal form requesting a Zoning Determination by the Zoning Manager. Your supporting documentation to the Zoning Manager should explain a) why the use of your property conforms to the zoning designation for the property or b) why the activity should be approved as set forth in Planning Code, Title 17.

The Appeal Deadline is: 6/11/19 Note: The appeal period may be reduced based on prior noticing i.e., Courtesy notice, and the Property Owner Certification on record.

Applicable to all appeals: The Bureau of Building must receive your written appeal by the Appeal Deadline or you will waive your right to administrative review of all violations described in this Notice of Violation. Incomplete appeals including, but not limited to an oral notification of your intention to appeal, a written appeal postmarked but not received by us within the prescribed deadline or a written appeal received by us without a filing fee are not acceptable and will be rejected.

If you choose to file an appeal for Property Maintenance (Blight), Building Maintenance (Housing) and/or Minor Zoning violations, no further action can be taken by Code Enforcement Services with respect to these violations until you have had the opportunity to be heard by an independent Administrative Hearing Examiner pursuant to the Oakland Municipal Code Section 150.08.100 and a Final Decision is determined. An appeal will be scheduled within **60 days** from the end of the appeal period.

If you choose to file an appeal for Major Zoning violations, the Zoning Manager will issue written decision within **45 days** from the end of the appeal period. If you disagree with the decision you may appeal to the Planning Commission within **10 days** from the written decision. Unless special circumstances require otherwise, you will be expected to work with the Bureau of Building to resolve the Building Code violations (s) and any Minor Zoning Violation(s) during the Major Zoning appeal process.

Appeal Fees

For Property Maintenance (Blight), Building Maintenance (Housing) and Minor Zoning Appeals: A filing fee in the amount of **\$110.00** is due at the time of submittal. Payments may be made in person at the Bureau of Building, 250 Frank Ogawa Plaza, 2nd Floor, or by phone by calling 510-238-4774 (Please include the receipt number and date on your appeal). MasterCard and Visa are accepted.

For Zoning Determinations/Appeals of Major Zoning violations: A filing fee in the amount of \$413.00 is due at the time of submittal in the manner described above. Additionally, a \$413.00 per hour fee will be assessed as needed to complete the review of the determination. The determination fee is not refundable once the letter has been issued, regardless of outcome.

Sincerely,



Travis Ha
Specialty Combination Inspector
Planning and Building Department

Attached as applicable:

- | | | |
|--|---|---|
| <input type="checkbox"/> Blight brochure | <input checked="" type="checkbox"/> Residential Code Enforcement brochure | <input type="checkbox"/> Vehicular Food Vending brochure |
| <input checked="" type="checkbox"/> Property Owner Certification | <input type="checkbox"/> Mold and Moisture brochure | <input type="checkbox"/> Pushcart Food Vending brochure |
| <input type="checkbox"/> Lead Paint brochure | <input type="checkbox"/> Undocumented Dwelling Units brochure | <input type="checkbox"/> Smoke Alarms brochure |
| <input checked="" type="checkbox"/> Photographs | <input type="checkbox"/> Stop Work brochure | <input type="checkbox"/> Condominium Conversion brochure |
| <input type="checkbox"/> Housing - Relocation Assistance Program | <input type="checkbox"/> Investor Owned Property brochure | <input type="checkbox"/> Foreclosed and Defaulted Property brochure |
| <input type="checkbox"/> Description of Property Maintenance Code Sections | <input type="checkbox"/> Major and Minor Zoning Violation Descriptions | |

cc:



CITY OF OAKLAND

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2019 JUL 22 AM 10:41

250 FRANK H. OGAWA PLAZA - SUITE 2340 - OAKLAND, CALIFORNIA 94612-2031

Planning and Building Department
Bureau of Building
Building Permits, Inspections and Code Enforcement Services
(510) 238-3381
inspectioncounter@oaklandca.gov

PROPERTY OWNER CERTIFICATION CORRECTED OR REMOVED VIOLATIONS

Date: May 20, 2019

Property: 634 15TH ST

Parcel no. 003-0071-008-00

Case no.: 1901864

Owner: CLARIDGE HOTEL LP

Courtesy Notice date:

Re-inspection date: 6/25/2019

Return to: Travis ha

I certify that I have corrected the following violation(s) identified in the Notice of Violation I received from the City of Oakland.

I understand that 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 fee. If the violation remains uncorrected after I receive Re-inspection notice further enforcement action(s) will be taken that will include additional fees.

I have corrected the following violations identified in the Notice of Violation I received from the City of Oakland:

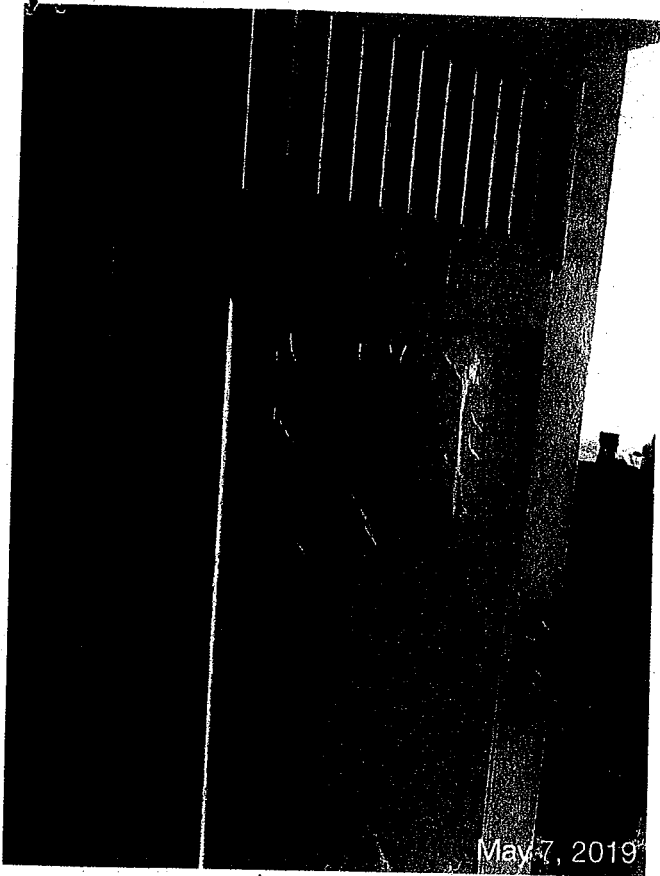
Print Name Date

Property Owner Signature

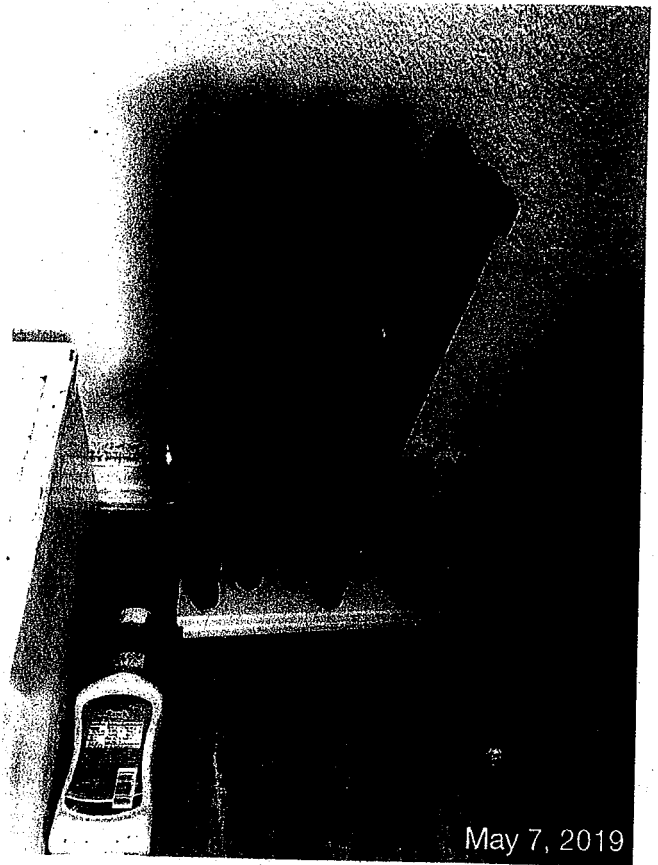
(_____) _____
Day time telephone

E-mail

000023



May 7, 2019



May 7, 2019



May 7, 2019

RECEIVED
CITY OF OAKLAND
AGENT ARBITRATION PROGRAM
2019 JUL 22 AM 10:41

634 15th street

680024

2019 JUL 22 AM 10:42

17 page

TCAC 2019 Compliance Inspection List

TCAC #	Project Name	Project Address	Project City	Project County	Zip
CA-2003-066	University Neighborhood Apartments	1719-1725 University Avenue	Berkeley	Alameda	94703
CA-2003-154	Bridgeway East aka Rotary Bridgeway	4145 Bay Street	Fremont	Alameda	94538
CA-2003-182	Wicklow Square Apartments aka Dublin St. Housing	7606 Amador Valley Boulevard	Dublin	Alameda	94568
CA-2003-824	Fremont Oak Gardens	2681 Driscoll Road	Fremont	Alameda	94539
CA-2003-876	The Gardens at Ironwood Senior Apartments	3431 Cornerstone Court	Pleasanton	Alameda	94566
CA-2005-930	Madison Apartments	1610 14th Street	Oakland	Alameda	94612
CA-2006-060	The Orchards on Foothill	2719 Foothill Boulevard	Oakland	Alameda	94601
CA-2006-061	Hayward Senior Housing	568 C Street	Hayward	Alameda	94541
CA-2006-075	Casa Verde	2398 East 14th Street	San Leandro	Alameda	94577
CA-2006-821	Seven Directions	2946 International Boulevard	Oakland	Alameda	94601
CA-2006-846	Lion Creek Crossings Phase III	928-988 66th Avenue	Oakland	Alameda	94621
CA-2006-871	Carmen Avenue Apartments	2891 Carmen Avenue	Livermore	Alameda	94550
CA-2006-886	Kent Garden Senior Housing	16450 Kent Avenue	San Lorenzo	Alameda	94580
CA-2006-908	Saklan Family Housing	1401, 1409, 1417, 1425, 1433, 1441, 1449, 1457, 1465 & 1473 North Ln	Hayward	Alameda	94545
CA-2007-863	The Majestic	951-959 Torrano Avenue	Hayward	Alameda	94542
CA-2008-807	Villa Springs	22328-22330 South Garden Avenue	Hayward	Alameda	94541
CA-2009-563	Fairmount Apartments	401 Fairmount Avenue	Oakland	Alameda	94611
CA-2009-600	Harmon Gardens	3240 Sacramento Street	Berkeley	Alameda	94702
CA-2009-830	Station Center Phase I	34888 11th Street	Union City	Alameda	94587
CA-2010-506	Amistad House	2050 Delaware Street	Berkeley	Alameda	94709
CA-2010-514	Erna P. Harris Court Apartments	1330 University Avenue	Berkeley	Alameda	94702
CA-2010-807	Lion Creek Crossings, Phase IV	827-848 69th Ave; 823-847 70th Ave; 6951 & 6971 Lion Way	Oakland	Alameda	94607
CA-2010-831	Eden Lodge	400 Springlake Drive	San Leandro	Alameda	94578
CA-2011-910	Lakeside Village Apartments	4170 Springlake Drive	San Leandro	Alameda	94578
CA-2012-032	Jack Capon Villa	2216 Lincoln Avenue	Alameda	Alameda	94501
CA-2012-066	Oakland 34	10920 Macarthur Blvd	Oakland	Alameda	94605
CA-2012-199	Lakeside Senior Apartments	1507 2nd Avenue	Oakland	Alameda	94606
CA-2012-207	C.L. Dellums Apartments	644 14th Street	Oakland	Alameda	94612
CA-2012-812	Cathedral Gardens	638 21st Street	Oakland	Alameda	94612
CA-2012-833	Westlake Christian Terrace East	251 28th Street	Oakland	Alameda	94611
CA-2012-859	Eden Issei Terrace	200 Fagundes Street	Hayward	Alameda	94544
CA-2012-860	Olive Tree Plaza	671 W. A Street	Hayward	Alameda	94541
CA-2012-867	Sequoia Manor	40789 Fremont Blvd.	Fremont	Alameda	94538
CA-2013-048	University Avenue Cooperative Housing	1471 Addison Street	Berkeley	Alameda	94702
CA-2013-817	Lion Creek Crossings Phase V	6710 Lion Way	Oakland	Alameda	94621
CA-2013-869	Berkeley Scattered Site Housing	15 Sites Throughout the City of Berkeley	Berkeley	Alameda	94621
CA-2013-870	Montgomery Plaza	21659 Montgomery Plaza	Berkeley	Alameda	94621
CA-2013-872	Eden House Apartments	1601 165th Avenue	Hayward	Alameda	94541
CA-2015-013	ACTS Cyrene Apartments fka 94th and International	9400 International Blvd	San Leandro	Alameda	94578
CA-2015-017	Stargell Commons	2700 Bette Street	Oakland	Alameda	94603
CA-2015-043	Harper Crossing	3132 Martin Luther King Jr. Way	Alameda	Alameda	94501
CA-2015-108	Kottinger Gardens Phase I	240 - 258 Kottinger Drive	Berkeley	Alameda	94703
CA-2015-865	Valor Crossing FKA Dublin Family Apartments	7500 Saint Patrick Way	Pleasanton	Alameda	94566
CA-2016-828	Glen Berry + Glen Eden Scattered Site	625 Berry Avenue and 561 A Street	Dublin	Alameda	94568
CA-2016-922	Providence House Oakland	540 23rd Street	Hayward	Alameda	94544; 94541
CA-2003-800	Kennedy Meadows Apartments	701 New York Ranch Road	Oakland	Alameda	94612
CA-2009-610	Jackson Hills Apartments	300 New York Ranch Road	Jackson	Alameda	95642
CA-2003-163	Sierra Village	23 Nelson Avenue	Jackson	Alameda	95642
CA-2006-890	Chico Courtyards	2333 Pillsbury Road	Oroville	Butte	95965
CA-2007-084	Hillview Ridge Apartments	2750 Gilmore Lane, Buildings A-H	Chico	Butte	95926
			Oroville	Butte	95966

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

Claridge Hotel
LEASE AGREEMENT

11111

2018 NOV 26 PM 2:40

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2019 JUL 22 AM 10:42

000026



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

DISMISSAL

CASE NUMBER: T19-0359, Kelly v. Claridge Hotel LP
PROPERTY ADDRESS: 634 15th Street, Oakland, CA
PARTIES: Pariss Kelly, Tenant
Claridge Hotel LP, Owner
DATE OF HEARING: January 27, 2020
APPEARANCES: Pariss Kelly, Tenant
Kevin Kumana, Agent for Owner
Tyrone Payne, Owner Representative

SUMMARY OF DECISION

The tenant's petition is dismissed.

BACKGROUND INFORMATION

The tenant, Pariss Kelly, filed a petition on July 22, 2019, contesting rent increases and claiming decreased housing services.

The owner did not file a response to the tenant's petition.

On January 27, 2020, the tenant, the owner's agent, and the owner's representative appeared for the Hearing. The tenant objected to the fact that the owner did not appear for the Hearing. The tenant stated that he wished to dismiss his petition rather than proceeding with the Hearing without the presence of the owner.

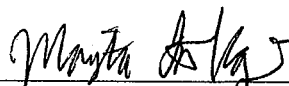
It is proper to dismiss a case at the request of the petitioner. Since Mr. Kelly, the petitioner, stated that he wished to dismiss his petition, it is proper to dismiss this case.

ORDER

1. The tenant's petition is dismissed.

2. Right to Appeal: This decision is the final decision of the Rent Adjustment Program Staff. Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) 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: February 4, 2020



Marguerita Fa-Kaji
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE
Case Number T19-0359

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

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

Documents Included

Dismissal

Owner

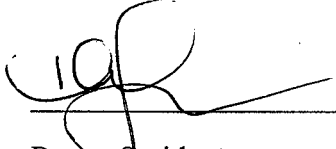
Jehne Trombly, Claridge Hotel LP
1201 Fulton Street
San Francisco, CA 94117

Tenant

Pariss Kelly
634 15th Street Unit 613
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 **February 06, 2020** in Oakland, CA.



Raven Smith

Oakland Rent Adjustment Program

000029

MS/MF



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

For date stamp:
2020 FEB 10 AM 10:42

APPEAL

Appellant's Name <i>Paris Kelly</i>		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
Property Address (Include Unit Number) <i>63415th street, Oakland, CA 94612</i>			
Appellant's Mailing Address (For receipt of notices) <i>Same</i>		Case Number <i>T19-0359</i>	Date of Decision appealed <i>2-10-2020</i>
Name of Representative (if any) <i>Paris Kelly PROP</i>		Representative's Mailing Address (For notices) <i>63415th street Oakland CA 94612</i>	

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.


RECEIVED
CITY OF SAN FRANCISCO
RENT ADJUSTMENT PROGRAM

- 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:

Name	Charidya Hotoch P
Address	Trombly Jeanne LP 1201 Fulton Street, San Francisco
City, State Zip	94117
Name	
Address	
City, State Zip	

	2-10-2020
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

IMPORTANT INFORMATION:

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

- Appeals filed late without good cause will be dismissed.
- You must provide all the information required, or your appeal cannot be processed and may be dismissed.
- Any response to the appeal by the other party must be received by the Rent Adjustment Program with a proof of service on opposing party within 35 days of filing the appeal.
- The Board will not consider new claims. All claims, except jurisdiction issues, must have been made in the petition, response, or at the hearing.
- The Board will not consider new evidence at the appeal hearing without specific approval.
- You must sign and date this form or your appeal will not be processed.
- The entire case record is available to the Board, but sections of audio recordings must be pre-designated to Rent Adjustment Staff.

RENT ADJUSTMENT PROGRAM
2020 FEB 10 AM 10:43

For more information phone (510) 238-3721.

Kelly

plaintiff

vs

250 Frank H Ogawa
Plaza 5313.

Defendant

Superior Court of California, County of Alameda
Rene C. Davidson Alameda County Courthouse

NO RB19038113

Case Management Order

2020 FEB 10 AM 10:43

RECEIVED
CITY OF OAKLAND
COURT ARBITRATION DIVISION

To Judge Frank Ronsch Appeal + complaint

I Paris Kelly object to the undue influence by 250 Frank H Ogawa Plaza 5313, OCT 7 2019 Paris Kelly Petition for writ of Mandate, plus case management order 1-8-2020, was filed because of Artifice, stratagem in case matter RB19038113 was over 15 months ago. Paris Kelly made a appearance, January 27 2020 case no T19-0359 Kelly v Claridge Hotel LP The owner did not file a response to the tenant's petition, plus did not make a appearance, Trombly Jeanna LP Claridge Hotel LP, margarita Farhaji Hearing officer Rent Adjustment Program. I Paris Kelly as a tenant is asking the court for default judgment.

- 1. Trombly Jeanna is judgment debtor case no T19-0359
- 2. Trombly Jeanna is judgment debtor case no T19-0099
- 3. Trombly Jeanna is judgment debtor case no T19-0293

did not make a appearance, failed to file a response, plus in response to the presence of Kevin Williams Agent for owner and Tyrone Payne owner representative objection to the participation in case matter T19-0359, did not receive correct notification in a timely manner of this action is another undue influence by 250 Frank H Ogawa Plaza 5th floor

Paris Kelly

CHRONOLOGICAL CASE REPORT

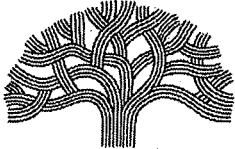
Case No.: T19-0202
Case Name: Pacheco v. Newsome
Property Address: 6518 Outlook Avenue, Unit 1, Oakland, CA
Parties: Sherri Pacheco, (Tenant)
Nicolas Donelly, (Owner)
Kevin Newsome, (Property Owner Representative)

OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	February 21, 2019
Owner Response filed	August 7, 2019
Hearing Decision mailed	January 23, 2020
Owner Appeal filed	February 11, 2020

T19-0202 Re/BC

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Ste. 5313 Oakland, CA 94612-0243 (510) 238-3721	For date stamp. PM 3:51
	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 <i>Sherri Pacheco</i>	Rental Address (with zip code) <i>6518 Outlook Avenue #1 Oakland CA 94605</i>	Telephone: _____
Your Representative's Name	Mailing Address (with zip code)	Telephone: _____
Property Owner(s) name(s) <i>Kevin Newsome</i>	Mailing Address (with zip code) <i>484 Lakepark Avenue #600 Oakland, CA 94618</i>	Telephone: _____
Property Manager or Management Co. (if applicable)	Mailing Address (with zip code)	Telephone: _____

Number of units on the property: 4

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 checked="" 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 checked="" 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 available banked rent increase.

X	(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.)
X	(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).
X	(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.
X	(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: December 2, 2012 Initial Rent: \$ 850 /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: 11/28/2019. 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		
<u>11/28/2018</u>	<u>1/1/2019</u>	<u>\$ 1000</u>	<u>\$ 1210</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<u>1/1/2017</u>	<u>2/1/2017</u>	<u>\$ 989</u>	<u>\$ 1000</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<u>12/1/2016</u>	<u>1/1/2017</u>	<u>\$ 927</u>	<u>\$ 989</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<u>10/2014</u>	<u>11/2014</u>	<u>\$ 900</u>	<u>\$ 927</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<u>lease</u>	<u>5/2013</u>	<u>\$ 850</u>	<u>\$ 900</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

no or about
no or about
on or about

* 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.

Property owners added my signature to a new lease without my consent.

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.

Skerrri A. Pacheco
Tenant's Signature

February 21, 2019
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, 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): _____

CASE NO. T 19-0202

RC/BC



CITY OF OAKLAND

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

RE For date stamp.
CITY OF OAKLAND
ARBITRATION PROGRAM

2019 AUG -7 PM 2:24

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 - 19-0202

Your Name NICOLAS B. DONNELLY CLAIRE P. ST JOHN	Complete Address (with zip code) P.O. BOX 296 RUNNING SPRING, CA 92382	Telephone: Email:
Your Representative's Name (if any) KEVIN NEWSOME DBA AYS MANAGEMENT *PROPERTY MANAGER	Complete Address (with zip code) 484 LAKE PARK AVE #600 OAKLAND CA 94610	Telephone: S... Email:
Tenant(s) Name(s) SHEPPI PACHECO	Complete Address (with zip code) 6518 OUTLOOK AVE #1 OAKLAND	
Property Address (If the property has more than one address, list all addresses) 6518 OUTLOOK AVE 1 OAKLAND CA 94605		Total number of units on property 4

Have you paid for your Oakland Business License? Yes No Lic. Number: 00206904
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: D57A-2754-010-02
The property owner must be current on payment of the RAP Service Fee. If the fee is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. Please provide proof of payment.

Date on which you acquired the building: 03/05/18.

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>
1/1/2019	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If you are justifying additional contested increases, please attach a separate sheet. - SEE NOTICE BANK CALCULATION TENANT LEASE (SEE EXHIBIT 1 THRU 5)

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 12/2/2012
* AS PER LEASE

The tenant's initial rent including all services provided was: \$ 1100- /month.
* AS PER LEASE

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

If yes, on what date was the Notice first given? 11/28/2018

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>	
11/28/2018	1/1/2019	\$ 1100-	\$ 1210-	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No

III. EXEMPTION

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

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

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

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

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

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

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

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

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

IV. DECREASED HOUSING SERVICES

If the petition filed by your tenant claims **Decreased Housing Services**, state your position regarding the tenant's claim(s) of decreased housing services. If you need more space attach a separate sheet. Submit any documents, photographs or other tangible evidence that supports your position. — NO DECREASE IN SERVICES, LAUNDRY ROOM MACHINES WERE REPAIRED / REPLACED

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.

[Signature]
Property Owner's Signature

AUGUST 3, 2019
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.

[Handwritten Signature]

Property Owner's Signature

[Date Stamp] AUG 3, 2019

Date



AYS Management

THIRTY-DAY NOTICE OF INCREASE IN RENT

November 28, 2018

Sherri Pacheco
6518 Outlook Ave. # 2
Oakland, Ca 94605

and all other persons in possession of these premises located at:

**6518 Outlook Ave #2
Oakland, Ca 94605**

PLEASE TAKE NOTE THAT:

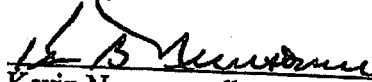
Your current rent of \$1,100.00, is increased by the banking limit this year in accordance with the City of Oakland Housing Residential Rental and Relocation Broad as follows:

The 3.4% annual adjustment approved by City Council for 2018. Section 10.5.1 of the Residential Rent Adjustmeent Programs allow a maximum increase of three (3) times the current city approved rent increase (3.4%) or a maximum increase of 10%.

The total increase in rent is \$110.00 your new apartment rent is \$1,210.00 effective January 1, 2019. As always, rent is due the first of the month and delinquent if received after the 5th of the month.

The city council passed a rental registration ordinance. The cost \$68 of per annum per unit, of which ½ has been charged to you, the tenant. Your bill for \$34 will be due January 1, 2019

Sincerely


Kevin Newsome dba AYS Management

11/28/18
Date

AYS Management
2717 A San Pablo Avenue, Berkeley Ca 94702
* 510-361-0688 (Office)*510-373-6030(Fax) * 510-708-0165 (Cell)
ayspropertymanager@gmail.com

000043

RESIDENTIAL LEASE AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE YOU SIGN IT

RECEIPT IS HEREBY ACKNOWLEDGED by JESSIE GUTTON hereinafter called MANAGER from Sherri Pacheco. Rent to be \$1,100.00 per month, payable in advance on the FIRST (1st) day of the month. A late charge of 10% of rent will be charged if the rent, in full, is not received by the 5th day of the month. Rent at 6518 Outlook Avenue, Apt. 2, Oakland, CA 94619.

Agreed _____

THIS LEASE AGREEMENT IS FOR A PERIOD OF ONE YEAR.

THIS LEASE HAS AN ANTI-WAIVER CONDITION WHICH ALLOWS OWNER TO COLLECT LATE FEES ON AN INTERMITTANT OR STATIC BASIS. No waiver by either part of the provisions herein shall be deemed to have been made unless expressed in writing and signed by all parties to this Rental Agreement.

Understood _____

IT IS AGREED THAT NO OTHER CHILDREN OR ADULTS will reside or visit for more than fourteen (14) days without specific written agreement by the OWNER. Violation of the agreement is cause for eviction. The apartment is not to be sub-leased to anyone or occupied by anyone else without owner's approval.

Agreed _____

AT THE TIME OF MOVE IN you agree that all plumbing and appliances are in working condition, you agree that if any of these items stop working you are responsible for whatever the cost of repairs may be.

Agreed _____

IN CONSIDERATION HEREOF AND FOR THE USE AND OCCUPANCY OF THESE PREMISES, THE TENANT AGREES:

- To maintain said premises in a clean, orderly and law abiding manner and to keep the area in front of and around your apartment thereof free of debris and or material that may become unsightly or a detriment to the appearance of said premises.
- To make no alterations or redecorations of any kind to the dwelling without the prior written consent of the Owner.
- Cable is paid by the tenant.
- To pay the cost of all repairs for any damage done to said premises, and pay the cost of any cleaning of said premises which Owners may consider necessary.
- To keep no pets on the premises without specific written approval
- This space is rented to 1 adult only. You are in violation of the agreement if you have a guest (including relatives) staying in your unit for more than 14 days/nights.
- To be responsible for the behavior of all guests (including relatives) that may come to your home.
- To be considerate of all people living in the building particularly the tenants living downstairs.
- To report the need for any repair immediately even if the repair is the responsibility of the tenant.
- To keep the floors and windows clean at all times.
- To give a 30 DAY WRITTEN NOTICE BEFORE MOVING. If no written notice is given the entire portion of the rent is due and payable, AND no portion of the deposit WILL BE returned.
- To clean the unit including stove and refrigerator to the same condition it is currently in before vacating.
- To not remove batteries from the smoke alarms, and replace batteries as the need presents itself or at least two times per year.
- To secure and keep in force renters insurance (recommended).
- Tenant agrees that if Housing payments (if appropriate) are not paid due to lack of cooperation on the tenants part the tenant will pay the FULL AMOUNT OF RENT or voluntarily leave the residence.
- Tenant agrees to pay \$77.00 late fee if rent is not paid on time.
- Tenant agrees to work cooperatively with other residents in the community.
- To pay for all utility services required for your unit and not furnished by the property owner. Owner pays garbage only.

CITY OF OAKLAND



Department of Housing and Community Development
Rent Adjustment Program
<http://rapwp.oaklandnet.com/about/rap/>

250 Frank Ogawa Plaza, Suite 5313
Oakland, CA 94612
(510) 238-3721

CALCULATION OF DEFERRED CPI INCREASES (BANKING)

1	Initial move-in date	2-Dec-2012	MUST FILL IN D9, D10, D11 and D14	Case No.:		CHANGE YELLOW CELLS ONLY
2	Effective date of increase	1-Dec-2018		Unit:	2	
3	Current rent (before increase and without prior cap. improve pass-through)	\$1,100.00				
4	Prior cap. imp. pass-through	\$ -				
5	Date calculation begins	2-Dec-2012				
6	Base rent when calc.begins	\$1,100				

ANNUAL INCREASES TABLE

Year Ending	Debt Serv. or Fair Return Increase	Housing Serv. Costs Increase	Base Rent Reduction	Annual %	CPI Increase	Rent Ceiling
11						
10						
9						
8						
7						
6						
5				2.3%	\$ 27.30	\$ 1,214.48
4				2.0%	\$ 23.28	\$ 1,187.17
3				1.7%	\$ 19.46	\$ 1,163.89
2				1.9%	\$ 21.34	\$ 1,144.44
1				2.1%	\$ 23.10	\$ 1,123.10
0				-	-	\$1,100

Calculation of Limit on Increase

18	Prior base rent	\$1,100.00
19	Banking limit this year (3 x current CPI and not more than 10%)	10.0%
20	Banking available this year	\$ 110.00
21	Banking this year + base rent	\$ 1,210.00
22	Prior capital improvements recovery	\$ -
23	Rent ceiling w/o other new increases	\$ 1,210.00

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. (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.



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: T19-0202, Pacheco v. Newsome
PROPERTY ADDRESS: 6518 Outlook Avenue, #1, Oakland, CA
DATE OF HEARING: October 17, 2019
DATE OF DECISION: January 21, 2020
APPEARANCES: Sherri Pacheco, Tenant
Xavier Johnson, Tenant Representative
Kevin Newsom, Agent for Owner

SUMMARY OF DECISION

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

CONTENTIONS OF THE PARTIES

The tenant filed a petition on February 21, 2019, contesting a rent increase served on November 28, 2018, increasing the rent from \$1,000 to \$1,210 a month, effective January 1, 2019. The tenant also contested all other rent increases she had been given since moving into the unit in December of 2012 and claimed that her original lease rent was \$850 a month.

The tenant contested the rent increases on the grounds that the CPI or banked rent increases were calculated incorrectly; the increases exceeded the CPI Adjustment and are unjustified or greater than 10%; she received a rent increase notice before the property owner received approval for such an increase; no written notice of the Rent Program (RAP Notice) was given to her with the increases she is contesting; the property owner did not give her a RAP Notice at least 6 months prior to the rent increases; the increase were not given to her in compliance with states law; and the proposed increase would exceed an overall increase of 30% over 5 years.

The tenant also claimed that she had lost services originally provided by the owner because the property owner added her signature to a new lease without her consent.

The owner filed a response to the tenant petition on August 2, 2019, claiming that the rent increase was justified based on banking and claiming that the tenant's original lease rent was \$1,100 a month.

THE ISSUES

1. Did the owner establish good cause for the failure to file a timely response to the *Tenant Petition*? If not, what are the consequences?
2. When, if ever, was the form notice to tenants of the Rent Adjustment Program (*RAP Notice*) first served on the tenant?
3. What was the base rent when the tenant moved into the unit?
4. What is the allowable rent?
5. Did the tenant lose services originally provided by the owner?
6. How long is the tenant entitled to restitution for overpaid rent?
7. What, if any, restitution is owed between the parties and how does it affect the rent?

EVIDENCE

Owner Response: Official Notice is taken of the file in this case. The file shows that the *Tenant Petition* and accompanying documents were sent to the owner's agent on July 2, 2019. The owner's response was filed on August 7, 2019. The letter sent to the owner's agent states:

“YOU MUST FILE A WRITTEN RESPONSE TO THE ATTACHED TENANT PETITION(S) WITHIN THIRTY-FIVE DAYS FROM THE DATE OF MAILING OF THIS NOTICE OR A DECISION MAY BE MADE AGAINST YOU.” (Emphasis in original.)

Thirty-five days after July 2, 2019, is August 6, 2019. The owner's agent testified that he understood that the due date for his response was August 7, 2019, and that he filed it on that day. He did not understand that he had filed it one day late, and did not have a reason for filing it one day late because he believed it was timely.

Rental History: The tenant testified that she moved into the unit in January of 2013, at an initial rent of \$850 a month. She produced a copy of the lease that she signed with the prior owner, Jesse Guiton.¹ The lease was signed on December 2, 2012. The tenant also brought the original of the lease signed on that date, to compare it to the copy she produced. The original lease was compared at the Hearing, and Exhibit 1 appeared to be a true and correct copy of the lease. The lease set forth the original rent as \$850 a month and stated that after the first six months the rent would “revert back to \$900 a month.”

¹ Exhibit 1. All Exhibits referred to in this Hearing Decision were admitted into evidence without objection.

The tenant also produced many of the checks she paid for rent.² She did not have all of her checks, Exhibit 2 was a compilation of those checks she was able to obtain. The documents show the following:

Check dates	Check Amount	Exhibit #	Testimony
March 2, 2012	\$850	Exh. 2, p. 1	
February 1, 2013	\$850	Exh. 2, p. 2	
April 3, 2013 and May 4, 2013	\$850	Exh. 2, pp. 3-4	
May 14, 2014	\$927	Exh. 2, p. 5	The tenant did not have an explanation for why she paid \$927 this month. She testified that she began paying \$900 a month in May of 2014, pursuant to a rent increase she received by phone.
October 2014	\$900	Exh. 2, p. 6	
November 2014	\$927	Exh. 2, p. 7	This is when the rent went up to \$927 a month.
December 2014-April 2015	\$927	Exh. 2, pp. 8-12	
June 5, 2015	\$927	Exh. 2, p. 13	
August 2, 2015-December 2016	\$927	Exh. 2, pp. 14-32	This set of checks includes a duplicate check for one month because the original check was missing.
January 2017	\$989	Exh. 2, p. 33	This payment was made after the owner increased the rent to \$989.
February 2017	\$1,000	Exh. 2, p. 34	This payment was made after the owner increased the rent to \$1,000.
March 2018	\$1,019.50	Exh. 2, p. 35	This payment was \$1,000 for rent, and \$19.50 for garbage. This is the first check the tenant produced to Lantern Advisors, who was the new owner's agent for a period of time.
April 2018	\$1,000	Exh. 2, p. 36	
May 2018	\$1,019	Exh. 2, p. 37	This payment was \$1,000 for rent, and \$19.00 for garbage
June-December 2018	\$1,000	Exh. 2, pp. 38-44	
January-February 2019	\$1,100	Exh. 2, pp. 45-46	

² Exhibit 2

March 2019- September 2019	\$1,200	Exh. 2, pp. 47-53	
-------------------------------	---------	-------------------	--

All checks noted above in Exhibit 2, pages 1-34 were made payable to Jesse Guiton, the prior owner of the property. Exhibit 2, page 35, dated March 7, 2018, is the first check the tenant produced showing payment to the new owner (through Lantern Advisors.) Starting at Exhibit 2, page 39, the tenant's checks are payed to AYS Management, the new management company operated by Kevin Newsome, the owner representative.

The tenant testified that while Ms. Guiton was the owner of the property, most of the rent increases she received were by phone. In April of 2014, she was informed by phone that her rent was going up to \$900 a month, effective May of 2014. She paid \$900 a month from May of 2014 through October of 2014. She was then notified in writing that her rent was going up to \$927 a month, effective November of 2014. (She did not specify when she received this written notice.³) The rent was then increased to \$989, effective January of 2017, which she paid for one month. Then in February of 2017, her rent was increased again to \$1,000 a month.

During the period of time the tenant was paying \$1,000 a month, the tenant was also occasionally charged additional amounts for garbage. This was noted on her rent payments as noted in the chart above.

In November of 2018, the tenant found a Thirty Day Notice of Increase of Rent on her back gate, purporting to increase her rent from \$1,100 a month to \$1,210 a month.⁴ The tenant never paid \$1,100 a month in rent until she got that rent increase notice. When she received that rent increase notice she paid rent of \$1,100 in both January and February of 2019, because that was a 10% increase, which she thought was the allowable rent increase amount. Since March of 2019, she has been paying \$1,200 a month and intends to pay the same amount until a Hearing Decision is rendered.

The owner's agent testified that he became the manager of this property in June of 2018 and that he knows nothing of what happened before he became manager. The owners are Nicolas Donnelly and Clair St. John and they purchased the property in March of 2018. He was provided a copy of Exhibit 4, from the owners. He was informed that the document was the original lease.

The owner's agent further testified that he was the one who prepared the rent increase notice (Exhibit 3), increasing the rent from \$1,100 to \$1,210 a month. He based the \$1,100 (beginning rent) from the lease he had been given, which set forth the tenant's

³ The tenant's testimony was inconsistent in that at first she said the only rent increase notice she received was for the rent increase she received to \$927 a month. She later testified that the increase to \$927 was by phone, and it was the increase to \$989 that was in writing. She later corrected herself and testified that it was the rent increase to \$927 that she received in writing. She did not have a copy of this rent increase notice.

⁴ Exhibit 3

rent as \$1,100 a month, even though the tenant had been paying \$1,000 a month in rent.

The owner's agent further testified that the tenant was served with an Estoppel Certificate in the course of the sale, setting forth her rent at \$1,100 a month. This document was not produced to the Rent Adjustment Program.

The tenant testified that she was never served with an Estoppel Certificate.

RAP Notice: The tenant testified that she never received the *RAP Notice* from the prior owner.⁵ She first received the *RAP Notice* in November of 2018, along with a rent increase notice she received.

The owner's agent testified that he served a *RAP Notice* with the rent increase notice served in November 2018. He has no knowledge of whether Ms. Guiton ever served the *RAP Notice* in the past.⁶

Lost Services: The tenant testified that the original lease from the owner, (Exhibit 1), contains certain information that was removed or changed by the prior owner. The original lease (Exhibit 1) sets forth the rent is \$850 a month, while the subsequent lease (with the same operative dates) sets forth the rent as \$1,100 a month.

The tenant received the second lease (Exhibit 4), was provided to her by the realtor for the new owner when the sale occurred. When this copy of the lease was sent to her, she did not notice that the rent amount listed was inaccurate or that the lease had been changed without her approval.

There are many differences between the original lease (Exhibit 1) and the lease admitted into evidence as Exhibit 4, although they are dated the same date. These differences include the rent amount; the amount of late charges; how payment is made; the allowance for two adults to live on the premises⁷; an addition of an anti-waiver in the original lease

The tenant spoke to the new owner of the property (Claire St. John) soon after she became the owner and confirmed that her current rent was \$1,000 a month. The owner agreed that she could continue to pay the \$1,000 a month she had been paying.

///

///

⁵ At one point during the Hearing, the tenant testified that she received the *RAP Notice* with her rent increase notice to \$927. She corrected her testimony that she meant that she got a written notice of the rent increase, not a *RAP Notice*.

⁶ Official Notice is taken that the Owner Response also states that the first time the *RAP Notice* was served on the tenant was November 28, 2018.

⁷ This is inconsistent in the original lease in that in one place it says that "it is agreed that two adults." The sentence is not complete. Later in the document it states "this unit is rented to one adult (family)."

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Did the owner establish good cause for the failure to file a timely response to the *Tenant Petition*? If not, what are the consequences?

The tenant objected to the owner's participation at the Hearing because the response was filed late. The Owner Response was due on August 6, 2019, and was filed on August 7, 2019. The owner did not have a reason for filing late, other than he thought that his response was due on August 7, 2019.

While the owner's response was filed one day late, there was no prejudice to the tenant in allowing the owner's participation since the delay in response was only one day. It seems that the owner's delay was simply a slight calculation error in counting the days between the date of service and the due date. Therefore, it is determined that there was good cause for this very short delay and the owner was permitted to fully participate in the Hearing.

When, if ever, was the form notice to tenants of the Rent Adjustment Program (*RAP Notice*) first served on the tenant?

The Rent Adjustment Ordinance requires an owner to serve the *RAP Notice* at the start of a tenancy⁸ and together with any notice of rent increase.⁹

The tenant testified that the first *RAP Notice* she received was in November of 2018 with the rent increase notice sent by the new owner. There was no contrary testimony (in fact, the owner's agent agreed that this was the first *RAP Notice* and the owner's response acknowledges that the *RAP Notice* was first served in November of 2018.) The tenant's testimony was credible.

It is found that the tenant first received the *RAP Notice* in November of 2018.

What was the base rent when the tenant moved into the unit?

The tenant produced a copy of the original lease from when she moved into the unit (Exhibit 1.) This lease was compared to the original at the Hearing and it was deemed to be a true and correct copy of the lease. The second lease, which was sent to the new owner by the prior owner, appears to be a fraudulent version of the lease. There is no indication that this fraud was perpetrated by the new owner, as the tenant's testimony establishes that the owner's realtor sent this lease to her back when the purchase occurred and the owner's agent testified this was the only lease he had. Therefore, in all likelihood the doctoring of the document occurred by the prior owner. In either case, the tenant established both by the original lease and the proof of payments, that her original lease rent was \$850 a month.

⁸ O.M.C. § 8.22.060(A)

⁹ O.M.C. § 8.22.070(H)(1)(A)

That the original lease set forth the \$850 a month as a temporary rent is irrelevant. The Ordinance does not allow for rent increases within 12 months of the beginning of a tenancy. O.M.C. § 8.22.070(A)(1)(a). Parties cannot agree to violate the Ordinance. Therefore, the tenant's base rent was \$850 a month.

Furthermore, the issue of the alleged Estoppel Certificate is also irrelevant. This document was not produced into evidence and the tenant credibly denied receiving it. Still further, the Estoppel Certificate is not controlling. The tenant produced uncontested evidence that the rent when she moved into the unit was \$850 a month.

What is the allowable rent?

When no *RAP Notice* has been served at any point until the most recent rent increase, the tenant can contest all prior increases. Further, provided she filed timely (which she did) the rent is set to the base rent at move-in and the tenant is entitled to restitution for rent paid above the base rent for three years prior to filing her petition. See *Sherman v. Michelsen*, HRRRB Decision, T12-0332. See also, O.M.C. § 8.22.090(A)(2).

Therefore, the tenant's rent is \$850 a month. (See below for restitution discussion.)

Did the tenant lose services originally provided by the owner?

The tenant claimed a loss of services associated with the fraudulent copy of the lease she was provided, that changed the terms of her lease without her approval.

Other than the amount of the rent, the tenant has not established any loss to her from the owner's attempt to enforce the second, fraudulent lease. Therefore, there is no remedy for the RAP to provide other than a determination that Exhibit 1 is the actual lease between the tenant and the owner. The owner may not enforce any portion of Exhibit 4. Exhibit 1 is the controlling lease.

How long is the tenant entitled to restitution for overpaid rent?

The tenant filed her petition on February 21, 2019. A Hearing was held on October 17, 2019, and a Hearing Decision is being issued in this case at the end of January of 2020, more than 11 months after the tenant first filed her petition.

In this case, the tenant contested multiple rent increases, all of which were invalid. The first contested rent increase was effective November 1, 2014, more than three years prior to the tenant's petition filing. The question then, is how long can the tenant be granted restitution?

There is no indication in the Rent Adjustment Ordinance as to how far back a tenant can seek reimbursement for claims related to rent overpayments. The Code of Civil Procedure states that the statute of limitations for "actions upon a liability created by statute, other than a penalty or forfeiture" is three years. A statute of limitations looks backward from the date a cause of action is filed, but does not limit the amount of

restitution a person may receive based on the length of time a matter takes to get resolved. Tying a tenant's recovery to the date a decision is ultimately reached, deprives the tenant of reimbursement for actionable wrongs doing during the period of processing.

There have been a variety of RAP Hearing Decisions and Appeals Decisions that have referred to a Rent Board policy to limit restitution to three years. (See *Huante v. Peinado*, T14-0232, in which the HRRRB stated that "The Hearing Decision granted restitution for decreased housing services for up to three years because the tenant did not receive the notice." The case was affirmed by the Board, but the issue of whether restitution was granted for the correct amount of time was not discussed.) See also *Barajas v. Chu*, T06-0051.

The HRRRB also referred to this matter in *Sherman v Michelson*, T12-0332. In that case the Board stated that the Hearing Officer had granted restitution "for a period of three years prior to the filing of the petition." Furthermore, again without discussing the substance of the matter, the HRRRB upheld a finding of more than 36 months of restitution in the case of *Titcomb v Vinyard-Ide*, T17-0575.

It is held that it is proper to limit the recovery of restitution to 36 months (three years) prior to the filing of a tenant petition. This may mean that a tenant is entitled to more than 36 months of total recovery because of the amount of time a case takes to be processed through the RAP. Nonetheless, the statute of limitations is still being followed, as a statute simply sets how far back a recovery can begin, but does not limit the total amount of recovery awarded.

The chart below begins the discussion of restitution starting on March 1, 2016, three years prior the filing of the tenant's case.

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

As noted above, the tenant is entitled to restitution for three years prior to filing her petition. She filed her petition on February 21, 2019. Therefore, she is entitled to restitution of overpaid rent beginning on March 1, 2016, which is 36 months prior to the filing of this action.

The tenant established that in March of 2016, she was paying rent of \$927, which she paid through December of 2016. She paid rent of \$989 in January of 2017, and then \$1,000 from February 2017 through December of 2018.¹⁰ In January and February of 2019, she paid rent of \$1,100 and since then has been paying rent of \$1,200 a month. This Hearing Decision considers rent paid through January of 2020, as the tenant

¹⁰ Since the tenant did not argue that the few payments for garbage were not allowable payments, the \$19 and \$19.50 paid for garbage in two separate months are not considered in this Decision.

testified she would continue to pay rent of this amount until a Hearing Decision was issued.

The overpayments are shown on the below chart and totals \$8,709.

Overpayments are usually paid out over a 12 month period, but where overpayments amount to 1025% of the monthly rent, it is proper to extend the amortization period to 24 months.

OVERPAID RENT							
From	To	Monthly Rent paid	Max Monthly Rent	Difference per month	No. Months	Sub-total	
1-Mar-16	1-Dec-16	\$927.00	\$850	\$ 77.00	10	\$ 770.00	
1-Jan-17	31-Jan-17	\$989.00	\$850	\$ 139.00	1	\$ 139.00	
1-Feb-17	31-Dec-18	\$1,000.00	\$850	\$ 150.00	23	\$ 3,450.00	
1-Jan-19	28-Feb-19	\$1,100.00	\$850	\$ 250.00	2	\$ 500.00	
1-Mar-19	31-Jan-20	\$1,200.00	\$850	\$ 350.00	11	\$ 3,850.00	
TOTAL OVERPAID RENT						\$ 8,709.00	
RESTITUTION							
MONTHLY RENT						\$850	
TOTAL TO BE REPAID TO TENANT						\$ 8,709.00	
TOTAL AS PERCENT OF MONTHLY RENT						1025%	
AMORTIZED OVER			MO. BY REG. IS				
OR OVER 24			MONTHS BY HRG. OFFICER IS				
						\$ 362.88	

The tenant is entitled to begin to deduct the restitution owed from her rent after this Hearing Decision becomes final. The decision is final if no party has filed an Appeal within 20 days of the date the Hearing Decision is mailed to the parties.

Additionally, if the owners wish to pay the tenant the restitution in one lump sum, they have the authority to do so. If the owners pay the tenant restitution, the tenant must stop deducting the restitution.

ORDER

1. Petition T19-0202 is granted.
2. The tenant's rent, before consideration of restitution is \$850 a month effective immediately.
3. Due to past overpayment of rent, the tenant is owed restitution of \$8,709. This overpayment is adjusted by a rent decrease for 24 months in the amount of \$362.88 a month.

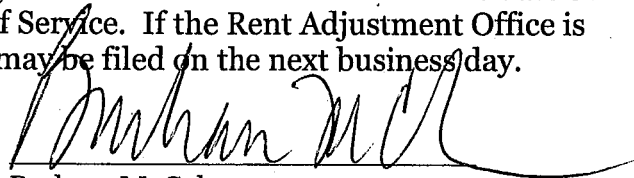
4. The tenant is entitled to reduce the rent per the restitution order after the Hearing Decision becomes final.

5. If the owners wish 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.

6. The owner may otherwise be entitled to increase the rent. If the rent is increased, the tenant may continue to deduct the restitution from the new rent.

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

Dated: January 21, 2020



Barbara M. Cohen
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE
Case Number T19-0202

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

Nicolas B. Donelly
PO Box 296
Running Spring, CA 92382

Owner Representative

Kevin Newsome, AYS Management
484 Lake Park Avenue Unit 600
Oakland, CA 94618

Tenant

Sherri Pacheco
6518 Outlook Avenue Unit 1
Oakland, CA 94605

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 23, 2020** in Oakland, CA.




Raven Smith

Oakland Rent Adjustment Program

000057

KH/EL
BC

2020 FEB 11 PM 3:15

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	For date stamp.
	<u>APPEAL</u>	

Appellant's Name NICOLAS DONNELLY		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant
Property Address (Include Unit Number) 6518 OUTLOOK AVE, UNIT 1, OAKLAND, CA 94605-2193		
Appellant's Mailing Address (For receipt of notices) PO BOX 296, RUNNING SPRINGS, CA 92582		Case Number T19-0202
		Date of Decision appealed
Name of Representative (if any) KEVIN NEWSOME		Representative's Mailing Address (For notices) 484 LAKE PARK AVE #600, OAKLAND, CA 94610

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.)*

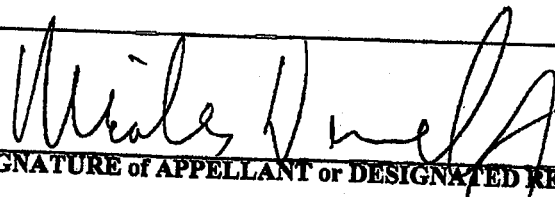
For more information phone (510) 238-3721.

- 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 February 11, 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	SHERY PACHECO
Address	4518 OUTLOOK AVE, UNIT 1
City, State Zip	OAKLAND, CA 94605-2193
Name	
Address	
City, State Zip	

	2-11-20
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

IMPORTANT INFORMATION:

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

- Appeals filed late without good cause will be dismissed.
- You must provide all the information required, or your appeal cannot be processed and may be dismissed.
- Any response to the appeal by the other party must be received by the Rent Adjustment Program with a proof of service on opposing party within 35 days of filing the appeal.
- The Board will not consider new claims. All claims, except jurisdiction issues, must have been made in the petition, response, or at the hearing.
- The Board will not consider new evidence at the appeal hearing without specific approval.
- You must sign and date this form or your appeal will not be processed.
- The entire case record is available to the Board, but sections of audio recordings must be pre-designated to Rent Adjustment Staff.

For more information phone (510) 238-3721.

RAP Board,

(1) We are appealing the decision made in Case No T19-0202, Pacheco vs Newsome, based on evidence submitted into the record on the same day as the hearing, giving us no opportunity to review it. We understood that evidence would be submitted no less than 14 days prior to the hearing. The decision violates federal, state or local, is inconsistent with prior decisions, and that the decision raises a new policy issue that was not addressed by the board.

(2) The decision is not supported by substantial evidence: We were unaware that a purported "original lease" that is in conflict with the lease we received upon purchase of the property, existed.

Based on the wording of the original complaint that "Property owners added my signature to a new lease without my consent...". The evidence we prepared was to address the issue of a possibly forged signature on an otherwise correct lease. Because the serious and materially different nature of the actual allegations were concealed from us until the hearing, we were not given an opportunity to produce evidence to address the allegations of a "doctored" lease with materially different terms.

Without evidence addressing the actual allegations raised during the hearing the decision is based on evidence which is entirely one sided. Since no reasonable mind would make a decision relying on evidence provided to support a single conclusion without first determining the availability of evidence in support of alternative conclusions, the evidence not substantial.

Evidence is required to be submitted no less than 14 days prior to the hearing. Note that even though the hearing was delayed from the originally scheduled date of Oct. 14th to Oct. 17th, the evidence was still not submitted in advance. Without proper disclosure of the evidence, which is serious in nature and tends to support a large restitution in favor of our tenant, we did not have time to prepare appropriate evidence in our favor or collect testimony.

Without time to review said evidence, there was no opportunity to reach out to the previous owner, who may be able to shed light on this situation. We have reached out to the previous owner, who has said she is reviewing her records, however the appeal timeline is not adequate to gather her testimony.

2 We also object to the lease in our possession being referred to by the Rent Adjustment Program decision as a "forged lease" as determinations of fraud are not within the jurisdiction of the RAP, and cannot be fairly determined without information from the previous owner of the building, who drafted the lease.

The lease in the tenant's possession indicates that "THIS APARTMENT IS LEASED TO Sherri A Pacheco only. There will be no 'live ins' allowed and no visitors for more than 14 days as stated below."

It appears that the conflicting sentence fragment "IT IS AGREED THAT TWO ADULTS" is remainder boilerplate that is nonsensical and should be disregarded. The lease also states "RECEIPT IS HEREBY ACKNOWLEDGED by JESSIE GUITON, hereinafter called Owner and SHERRI A. PACHECO herein called Tenant," with no other tenants listed. Additionally, the lease further clarifies that "This unit is rented to one adult (family). You are in violation of this agreement if you have a guest (including relatives) staying in your home for more than 14 days." The "(family)" verbiage indicates that along with one adult, there may be minor tenants as provided by RAP regulations. We do not waive our right to enforce this

000061

language, and if the RAP is holding that this is the correct first page of the lease, then we are obligated to pursue its enforcement.

3 Furthermore, we have been harmed by the withholding of this lease by the tenant if it is in fact the correct lease. Our understanding is that the tenant has been materially in breach of the terms of the lease she holds for the period we have been in possession of the property.

The Hearing Officer includes the determination in the decision that there is "the allowance for two adults to live on the premises," which we dispute, and would have disputed during the hearing in detail as per above, had we been given the opportunity to review the evidence presented against us as is required.

We are also concerned that the tenant was aware of the allegedly fraudulent lease at the time of the sale, but this was never disclosed to us or to our agent. We question why, a year after the discrepancy came to Ms. Pacheco's attention, the lease has become an issue.

Testimony from the previous owner would be extremely helpful in this regard, as well.

The decision violates federal, state or local law: We are also appealing the decision because the decision violates federal, state or local law.

At the time of the purchase, rents paid were \$1,000 on this unit, and the rent amount determined by the board's decision is \$850, a -15% increase in return since March, 2018 when we purchased the property. Since that time, the constitutionally required CPI increases have been 3.4% + 5 ½ * 3.5% (1.46% approximately). Since purchase, the time-adjusted rate of return is -19.85 percent below the par rate required by the way the RAP interprets the constitutional requirements of fair return. We assume in this analysis that the tenant is made whole for previous RAP violations via the payment of appropriate restitution. Further, the current ownership have not waived their constitutional rights and have followed in good faith the RAP regulations during our ownership tenure.

We purchased the building based on a value set by present value of future rents collected at the then current rate. The appraisal used the rents being paid at the time, which means that the 2014 base year NOI is not relevant to our fair return rate, and because the value was set by the 2018 rents, which have not been invalidated by the hearing decision.

Although the successor owner may take on liabilities, liabilities due to fraud on the part of the seller are not taken on by the successor. Specifically the Uniform Fraudulent Transfer Act prohibits a seller from escaping liability from a debt via fraud. In this case the previous owner has apparently done just that according to this decision, as the we, the new owners, now find ourselves paying this debt, while the previous owner has their price which was calculated and agreed before the fraud was uncovered. Because of the fraud, our constitutional right to the rate of return on the price we paid in good faith remains protected.

An appeal hearing would provide time to present complete arguments on this complicated issue.

The decision raises a new policy issue that has not been addressed by the board and is inconsistent with prior decisions: Generally with regards to Decreased Housing Services, the tenant is in possession of information that the ownership does not have regarding the state of affairs and because of this

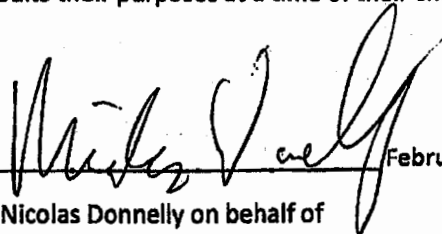
imbalance of information, the tenant is therefore required to notify ownership in order to be eligible for restitution regarding Decreased Housing Services. Restitution for overpaid rents is enforced to a different standard, because the presumption is that the landlord holds all the information and awareness regarding the violation. Burdens of proof and presumptions are aligned accordingly.

However, since the tenant was in possession of the information regarding what the hearing has decided as the true lease, since they testified that there was another lease that was being used that they were aware of, and because they signed an estoppel which memorialized the invalid rent rate while editing the estoppel according to the alternate lease in their possession, the standard of behavior regarding loss of services should have obtained, with the commensurate burden of action upon the tenant to notify ownership of the problem. We have had extensive contact and worked closely with our tenants throughout the nearly two years of our ownership, and the lease was never shared with us until the day of the hearing.

The enforcement of a presumably incorrect/invalid and financially unfavorable lease does not constitute the loss of services in proportion to the valid rate to the tenant on an ongoing basis. The tenants are required to report loss of services failed to report this has been upheld and furthermore, the timing of this notification is important to the determination of the hearing and in terms of amount of damages awarded. See Decision T14-0560, Blount et al. v MPM Property Mgt.

See also Cutts v Eagle Investments, timeliness of reporting is a requirement in terms of decreased services.

The late enforcement of this agreement that we were unaware of has denied us the opportunity to enforce other terms of that agreement while simultaneously assuming liability for a contract we didn't know existed. We argue a different standard should be applied for restitution in this case. Parties to a contract are not allowed to privately maintain two versions of a contract and produce the one that best suits their purposes at a time of their choosing.


February 11, 2020
Nicolas Donnelly on behalf of

Nicolas B Donnelly and Claire St John, owners of 6518 Outlook Ave, Oakland, CA

THIS DOCUMENT HAS A TRUE WATERMARK AND VISIBLE FIBERS DISCEARNIBLE FROM BOTH SIDES.

**CITY OF OAKLAND
BUSINESS TAX CERTIFICATE**

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.

ACCOUNT NUMBER
00206904

DBA

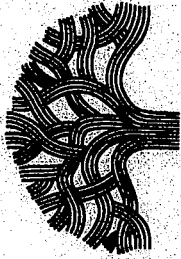
DONNELLY NICOLAS B & STJOHN CLAIRE P

BUSINESS LOCATION

6518 OUTLOOK AVE
OAKLAND, CA 94605-2193

BUSINESS TYPE

M Rental- Apartment



EXPIRATION DATE

12/31/2020



DONNELLY NICOLAS B & STJOHN CLAIRE P
PO BOX 296
RUNNING SPRINGS, CA 92382-0241

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!

THIS DOCUMENT IS ALTERATION PROTECTED AND REFLECTS FLOURESCENT FIBERS UNDER UV LIGHT.

Guest

Home Report a Problem

Find Account → Registration → Calculation → Payment → Receipt

Account # 00206908

DONNELLY NICOLAS B & STJOHN CLAIRE P

Business License Online Renewal 

PRINT THIS PAGE FOR YOUR RECORD

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

Submission Date 1/12/2020

Confirmation # 143725

Account Information

Account # 00206908
Expire Date 12/31/2020
Name DONNELLY NICOLAS B & STJOHN CLAIRE P
Address 6518 OUTLOOK AVE
City OAKLAND
Phone (707) 803-9077

Summary

STD	Input Amount
Total # of units per Alameda County Records:	4 \$404.00
Total Due	\$404.00

Payment Information

Payment Amount \$404.00

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

Powered by HCL

Select Language ▼

Elected Officials
Departments
Boards and Commissions
Staff Directory

Services
News & Updates
Events
Documents

#OaklandLoveLife
Oakland Library
Visit Oakland
Oakland Museum

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

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

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

9:30 AM-4:00 PM Wednesdays.

CHRONOLOGICAL CASE REPORT

Case No.: L19-0037

Case Name: PanPacific Prop, LLC v. Tenants

Property Address: 5717 Hermann Street, Oakland, CA 94609

Parties: Nicholas Morgan (Owner)
Jeff Rosenbloom (Owner Representative)
Patrick Burns (Tenant)
Tim Bussemer (Tenant)
Cynthia Hollins (Tenant)
Tim Cahill (Tenant)
Marjorie Smith (Tenant)

OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Owner Petition filed	December 3, 2018
Tenant Response filed- Bussemer	August 19, 2019
Tenant Response filed- Hollins	November 22, 2019
Hearing Decision mailed	January 6, 2020
Owner Appeal filed	January 24, 2020

000067

L19-0037 MARKM

City of Oakland Rent Adjustment Program
Property Owner Petition

RECEIVED
DEC - 3 2018
RENT ADJUSTMENT PROGRAM
OAKLAND

Case **Petition: 10203**
Property Address **5717 HERMANN ST**

Party	Name	Address	Mailing Address
Tenant	Marjorie Smith (510) 528-2899 n@nmorgan.org	5717 HERMANN ST #5 Oakland, CA 94609	
Tenant	Tim Cahill (206) 320-7870 tdchahill@gmail.com	5717 HERMANN ST #4 Oakland, CA 94609	
Tenant	Cynthia Hollins (510) 206-3782 hollinsc0712@gmail.com	5717 HERMANN ST #3 Oakland, CA 94609	
Tenant	Tim Bussemer Bussemer (510) 652-3043 bwg61440@gmail.com	5717 HERMANN ST #2 Oakland, CA 94609	
Tenant	Patrick Burns (916) 801-5760 patrickthomasburns@gmail.com	5717 HERMANN ST #1 Oakland, CA 94609	
Manager	Jeff Rosenbloom PanPacific Properties, LLC (510) 290-6559 jeff@realsource.net	1442A Walnut St PMB 295 PMB 295 Berkeley, 94709	1442A Walnut St PMB 295 PMB 295 Berkeley, 94709
Owner	Nicholas Morgan PanPacific Properties, LLC (510) 290-6559 n@nmorgan.org	1442A Walnut St PMB 295 PMB 295 Berkeley, 94709	1442A Walnut St PMB 295 PMB 295 Berkeley, 94709
Representative	Jeff Rosenbloom PanPacific Properties, LLC (510) 290-6559 jeff@jeffrosenbloom.net	1442A Walnut St PMB 29 PMB 295 Berkeley, 94709	1442A Walnut St PMB 29 PMB 295 Berkeley, 94709

City of Oakland

1/2

**City of Oakland Rent Adjustment Program
Property Owner Petition**

Case **Petition: 10203**
Property Address **5717 HERMANN ST**

Business Information

Business License Number	00047376
Have you paid your business license?	Yes
Have you paid the Rent Adjustment Program service fee(\$68 per unit)?	No
Is there more than one street address on the parcel?	No

Rental Property Information

Unit Type	Apartment, Room or Live-work
Number of Units	5-15 Units
Date on which you acquired the building	9/2/1998
RAP Notice given to tenants in each unit affected by petition?	No
On what date was the RAP Notice given?	
Have you previously filed a petition regarding this property?	No

Reasons for Petition

Capital Improvements

Rent Increase

Rental Unit	RAP Notice Given	Date RAP Notice Given	Date increase goes into effect	Monthly Rent Increase From	Monthly Rent Increase To
#1	Yes	7/1/2017	7/1/2018	3000	3060
#2	Yes	12/1/1999	3/1/2016	1036	1057
#3	Yes	12/1/1999	5/1/2016	1401	1429
#4	Yes	5/1/2017			
#5	Yes	5/1/2017			

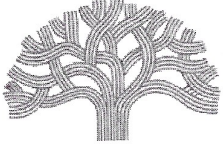
Mediation

Mediation Requested	Yes
---------------------	-----

KM/LM
M/S

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2019 AUG 19 AM 11:42



CITY OF OAKLAND

RENT ADJUSTMENT PROGRAM

250 Frank H. Ogawa Plaza, Suite 5313
Oakland, CA 94612
(510) 238-3721

CASE NUMBER L19-0037

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name Tim Bussemer	Complete Address (with Zip Code) 5717 Hermann St. #2 OAKLAND, CA 94609	Telephone 510-603-8970
Your Representative's Name	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel: 5

Are you current on your rent? Yes X No _____

Rental History:

Date you entered into the Rental Agreement for this unit: MAY 1, 1995 (new current owner PanPacific 12/1/1998 LRP)

Date you moved into this unit: MAY 1, 1995

Is your rent subsidized or controlled by any government agency, including HUD (section 8)?

Yes _____ No ✓
Initial Rent: \$ 500.00 (500.00 Former owner) PanPacific 12/1/1998 700.00

Initial rent included (please check all that apply)

() Gas () Electricity (✓) Water (✓) Garbage (✓) Parking () Storage () Cable TV (✓) Other
(if other please specify)

Laundry Room Service

000072

Did you receive the City of Oakland's NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM at any time during your tenancy in this unit?

Yes No

Please list the date you first received the Notice to Tenants 1998

List all increases your received. Begin with the most recent and work backwards. Attach most recent rent increase notice. If you need additional space please attach another sheet.

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
4/11/2019	6/1/2019	\$ 1078.	\$ 1114.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
1/15/2018	3/1/2018	\$ 1057.	\$ 1078.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
1/20/1/2017	3/1/2017	\$ 1036.	\$ 1057.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
1/1/2016	3/1/2016	\$ 1017.	\$ 1036.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
1/1/2015	3/1/2015	\$ 998.	\$ 1017.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
1/1/2014	3/1/2014	\$ 978.	\$ 998.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Contested Justification(s) for Rent

Please attach a brief statement explaining why the owner is not entitled to the proposed increase. The legal justifications are Banking, Capital Improvements, Increased Housing Service Costs, Debt Service, Uninsured Repair Costs, and Necessary to Meet Constitutional Fair Return requirements.

Banking

Capital Improvements

Increased Housing Service Costs

Debt Service

Uninsured Repair Costs

Constitutional Fair Return

For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations on the City of Oakland web site. The property owner has the burden of proving the contested rent increase is justified.

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.

Tom Barsemer
Tenant's Signature

8/19/2019
Date

Tenant's Signature

Date

Important Information

This form must be received at the following address within the time limits prescribed by Oakland Municipal Code, Chapter 8.22. City of Oakland, Housing Residential Rent & Relocation Board, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. For more information, please call: 510-238-3721.

You cannot get an extension of time to file your Response by telephone.

File Review

You should have received with this letter a copy of the landlord petition.

Copies of attachments to the petition will not be sent to you. However, you may review these in the Rent Program office. Files are available for review by appointment ONLY.

For an appointment to review a file call (510) 238-3721.

MEDIATION PROGRAM

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

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).

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

Tenant's Signature (for Mediation)

Date

Tenant's Signature (for Mediation)

Date

PanPacific Properties LLC

**1442-A Walnut Street, PMB 295
Berkeley, CA 94709
tel: 510.528.2899
fax: 510.528.2886**

April 11, 2019

Tim Bussemer
5717 Hermann #2
Oakland, CA 94609

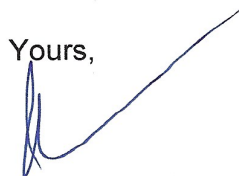
RE: Rental Increase

Dear Tim,

It is time for the annual rent increase. The rent will be increasing from \$1,078 to \$1,114 effective June 1, 2019. As your security deposit is tied to your rental rate, please remit \$36 that will increase your deposit from \$1,378 to \$1,414. I am enclosing the "Notice to Tenants of The Residential Rent Adjustment Program" for your information.

Please note that we have responded to the City of Oakland Rent Board on our request for a rent increase based on major capital improvements, but that rent raise is still in process. If that rent raise is approved, it won't go into effect until June 1, 2020.

Yours,



Jeff Rosenbloom

Enclosure: Notice to Tenants Of Residential Rent Adjustment Program

000075

Dear Rent Board:

8/19/2019

619-0037

Contested justifications

Why the owner is not entitled to the rent increase. (based on capital improvements)

- 1) Without the addition of 2 new Suites in Unit #1 and Unit #4, the structural work would not have been undertaken.
- 2) 20' of the foundation to support the new Suites was totally new foundation from scratch. (new suites in Unit #1 and Unit #4)
- 3) This is a case of 'over improvement' on steroids.
- 4) a converted Laundry Room, and a converted Electrical/gas meter, garbage bin Room. And the removal of the stairs to the Deck above the Laundry Room. all used to house Unit #1 new Suite.
- 5) Front wall of the whole building is 80% new construction. And the roof on the approximately 10' x 27' addition is new.

000076

- 6) According to the Owners petition, he has not paid his RAP fees.
- 7) Me, the tenant no longer have Laundry Services. (Since 8/15/16)
- 8) I do not receive primary benefit from the Owner adding additional Rooms to ~~the~~ Unit #1 and Unit #4
- 9 Or the work they did in Unit #3 and #5 was for Unit's #4, #5.
10. Owner did not work in my Unit #2.
- 11) As a side note. The owner hired a contractor 1998, to Retrofit and bolt the foundation of the Apartment building. (I have the notice he sent me)
12. Unit #4 was all new construction

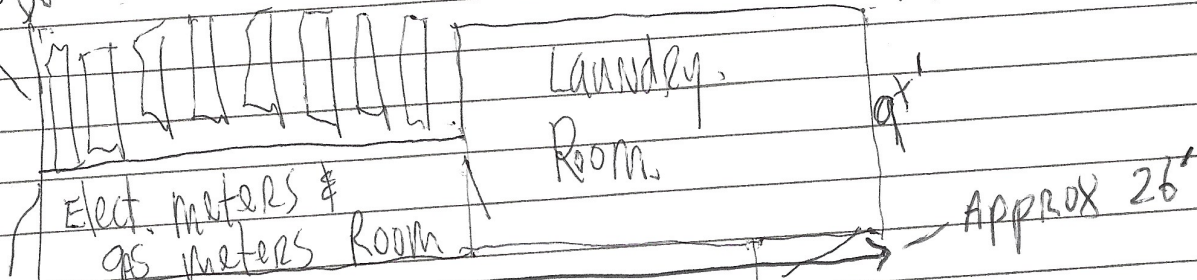
FRONT
HERMANN ST.

EXISTING Rough Sketch of building before

the RENOVATION of the Laundry Room, into
a new suite # of Unit #1.

(no more Laundry
Room
8/15/16 Removed)

stairs
to deck.



Elect. meters &
gas meters Room

Laundry
Room

9x1

APPROX 26'

APPROX 20'

Unit #2

Added about 20'
feet of new foundation
where the old stairs
were located.
(to square off building front)

Unit #1's new suite
was added on top
of the old deck,
that was on top
of the Laundry Room.

Unit #2

my unit
Tim Bussemer

Unit #4 ~~at~~ a WAS
All new construction

000078

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

KM/MA

2019 NOV 22 PM 1:20



RENT ADJUSTMENT PROGRAM

250 Frank H. Ogawa Plaza, Suite 5313
Oakland, CA 94612
(510) 238-3721

CASE NUMBER L19-0037

TENANT RESPONSE CONTESTING RENT INCREASE

Please Fill Out This Form Completely.

Failure to provide needed information may result in your response being rejected or delayed.

Your Name <i>Cynthia Hollins 5717 Hermann St #3 Oakland Ca 94609</i>	Complete Address (with Zip Code)	Telephone <i>(510) 206-3701</i>
Your Representative's Name	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel: 5

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: 1998

Date you moved into this unit: 1993?

Is your rent subsidized or controlled by any government agency, including HUD (section 8)?

Yes No

Initial Rent: \$ _____

Initial rent included (please check all that apply)

() Gas () Electricity (X) Water (X) Garbage () Parking () Storage () Cable TV () Other
(if other please specify)

000079

Did you receive the City of Oakland's NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM at any time during your tenancy in this unit?

Yes _____ No _____
 Please list the date you first received the Notice to Tenants _____

List all increases your received. Begin with the most recent and work backwards. Attach most recent rent increase notice. If you need additional space please attach another sheet.

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?
		From	To	
5/29/08	7/1/08	\$ 1125	\$ 1160	Yes <input checked="" type="checkbox"/> No _____
11/29/10	1/1/11	\$ 1160	\$ 1205	Yes <input checked="" type="checkbox"/> No _____
3/12/12	5/1/12	\$ 1205	\$ 1230	Yes <input checked="" type="checkbox"/> No _____
3/28/13	5/1/13	\$ 1230	\$ 1266	Yes <input checked="" type="checkbox"/> No _____
		\$ 1266	\$ 1375	Yes <input checked="" type="checkbox"/> No _____
2/1/16	4/1/16	\$ 1375	\$ 1401	Yes <input checked="" type="checkbox"/> No _____
2/1/17	4/1/17	\$ 1401	\$ 1429	Yes <input checked="" type="checkbox"/> No _____
4/1/19	6/1/19	1429	1506	Yes <input checked="" type="checkbox"/> No _____

Contested Justification(s) for Rent

Please attach a brief statement explaining why the owner is not entitled to the proposed increase. The legal justifications are Banking, Capital Improvements, Increased Housing Service Costs, Debt Service, Uninsured Repair Costs, and Necessary to Meet Constitutional Fair Return requirements.

- Banking
- Capital Improvements
- Increased Housing Service Costs

- Debt Service
- Uninsured Repair Costs
- Constitutional Fair Return

For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations on the City of Oakland web site. The property owner has the burden of proving the contested rent increase is justified.

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.

 Tenant's Signature

2019

 Date

 Tenant's Signature

 Date

Important Information

This form must be received at the following address within the time limits prescribed by Oakland Municipal Code, Chapter 8.22. City of Oakland, Housing Residential Rent & Relocation Board, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. For more information, please call: 510-238-3721.

You cannot get an extension of time to file your Response by telephone.

File Review

You should have received with this letter a copy of the landlord petition.

Copies of attachments to the petition will not be sent to you. However, you may review these in the Rent Program office. Files are available for review by appointment ONLY.

For an appointment to review a file call (510) 238-3721.

MEDIATION PROGRAM

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

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).

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.

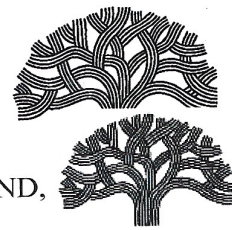
I agree to have my case mediated by a Rent Adjustment Program Staff Hearing Officer (no

Tenant's Signature (for Mediation)

Date

Tenant's Signature (for Mediation)

Date



HEARING DECISION

CASE NUMBER: L19-0037 PanPacific Properties, LLC v. Tenants
PROPERTY ADDRESS: 5717 Hermann Street, Oakland, CA
DATE OF HEARING: October 17, 2019
DATE OF DECISION: January 2, 2020
APPEARANCES: Jeff Rosenbloom, Owner
Nick Morgan, Owner
Tim Bussemer, Tenant

SUMMARY OF DECISION

The owner petition is denied.

CONTENTIONS OF THE PARTIES

On December 3, 2018, the owner filed a Petition for Approval of a Rent Increase based on capital improvements.

Two tenants filed responses contesting the rent increase. One tenant, Tim Bussemer, appeared at the hearing.

THE ISSUES

Is the owner entitled to a rent increase based on Capital Improvements?

EVIDENCE

Background

The subject property is a residential building consisting of five units. With his petition, the owner submitted a list of tenants, along with the monthly rent for each unit.¹ In his petition, the owner also stated that all tenants received the RAP Notice.

¹ Exhibit 1

At the hearing, the owner testified that in 2016 he made several capital improvements to the subject property that were completed in 2017. These improvements included a seismic retrofit, renovation of two of the five units on the property, as well as additions to the property. The owner testified that he was only claiming capital improvements for the seismic retrofit at a total cost of \$110,000.00. He was not claiming any capital improvements for the other upgrades to the property. In support of his petition, the owner submitted a letter from his contractor Ippolito Renovations, dated March 27, 2018.² The letter states that the subject property has undergone structural improvements including “foundation, seismic work and upgrades, Simpson steel straps/brackets and a35 clips, hold-downs, seismic sheer wall bracing/sheathing, complete framing, beam and truss structure, drywall, exterior sheathing, stucco lath, stucco and complete roofing”. The letter further states that the total cost of the project was \$110,000.00. The owner did not submit any other documents in support of his petition.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Capital Improvements

A rent increase in excess of the C.P.I. Rent Adjustment may be justified by capital improvement costs.³ Capital improvement costs are those improvements which materially add to the value of the property and appreciably prolong its useful life or adapt it to new building codes. Normal routine maintenance and repair is not a capital improvement cost, but a housing service cost.⁴ The improvements must primarily benefit the tenant rather than the owner.

The evidence submitted by the owner in support of his petition is deficient in several respects. The owner failed to provide any contracts/invoices or proof of payment for the work done on the property. In addition, the owner failed to provide any permit history for the improvements to the property or any evidence of a final inspection. An owner has the burden of proving his or her case by a preponderance of the evidence. Solid evidence of costs, including contracts, invoices and proof of payment of invoices and contracts, is required.

The letter from the contractor presented by the owner reflects that a great deal of work was done on the building. However, there are no invoices or proof of payment for this work, and guesswork will not suffice. The evidence presented is simply not “the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs.” Therefore, the owner’s petition is denied.

² Exhibit 1

³ O.M.C. Section 8.22.070(C)


⁴ Regulations, Appendix, Section 10.2.2(5)

ORDER

1. Owner Petition for Approval of Rent Increase L19-0037 is denied.

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

Dated: January 2, 2020



Maimoona S. Ahmad
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE

Case Number L19-0037

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

Jeff Rosenbloom, PanPacific Properties, LLC
1442A Walnut St. PMB 295
Berkeley, CA 94709

Owner

Nicholas Morgan, PanPacific Properties, LLC
1442A Walnut St. PMB 295
Berkeley, CA 94709

Owner Representative

Jeff Rosenbloom, PanPacific Properties, LLC
1442A Walnut St. PMB 295
Berkeley, CA 94709

Tenant(s)

Cynthia Hollins
5717 Hermann Street #3
Oakland, CA 94609

Marjorie Smith
5717 Hermann Street #5
Oakland, CA 94609

Patrick Burns
5717 Hermann Street #1
Oakland, CA 94609

Tim Bussemer
5717 Hermann Street #2
Oakland, CA 94609

000085

Tim Cahill
5717 Hermann Street #4
Oakland, CA 94609

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **January 06, 2020** in Oakland, CA.




Raven Smith

Oakland Rent Adjustment Program

000086

KM/MA

 CITY OF OAKLAND CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	For date stamp: JAN 24 PM 2:4
	<u>APPEAL</u>	

Appellant's Name Jeff Rosenbloom		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) 5717 Hermann St, 94609			
Appellant's Mailing Address (For receipt of notices) 142 A Walnut St, PMB 295 Berkeley, CA 94709		Case Number L19-0037	
		Date of Decision appealed 1/23/20	
Name of Representative (if any)		Representative's Mailing Address (For notices) Same as appellant's address above	

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.)*

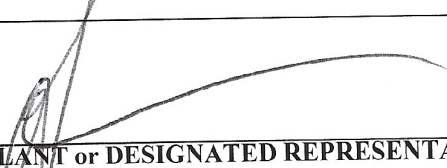
For more information phone (510) 238-3721.

- 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: 16.

- 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 1/23, 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	Tim Bussemer
Address	5717 Hermann #2
City, State Zip	Oakland CA 94609
Name	Cynthia Hollins
Address	5717 Hermann #3
City, State Zip	Oakland, CA 94609

	<u>1/23/20</u>
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

January 23, 2020

From: Jeff Rosenbloom, owner

To: City of Oakland Rent Adjustment Program

Re: APPEAL case L19-0037

Attached please find:

1. Completed City of Oakland Rent Adjustment Program Appeal form submitted within 20 days of proof of service of the final decision on case L19-0037
2. We are filing additional information as I thought the necessary records were filed because they had already been filed for a different case, and therefore they were within the possession of the rent board. I misunderstood that I was required to file them again, and I was denied the opportunity to rectify the mistake at the hearing, but I am trying to do so in good faith. There is good cause to allow me to add evidence to the record because the work was, in fact done to materially add to the value of the property and appreciably prolong its useful life and promote resident safety due to the extensive Earthquake retrofit work completed. Enclosed are:
 - a. Copy of contract with the contractor,
 - b. Proof of payment
 - c. Final permits for work

Thank you for your consideration.



Jeff Rosenbloom

000089

**IPPOLITO
RENOVATIONS -
CONTRACT FOR
SERVICES**

DATE
July 1, 2015

INVOICE NO
2015-07


IPPOLITO RENOVATIONS
3401 Harlan Street
Oakland, CA 94608
415-285-0104

INVOICE TO
PanPacific Properties LLC
1442-A Walnut St., PMB 295
Berkeley, CA 94709
510-528-2899
Attn: Jeff Rosenbloom & Nick
Morgan

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
		Due on Receipt	Upon Completion

DESCRIPTION	UNIT PRICE	LINE TOTAL
Permits & Fees	\$20,000	\$20,000
Demolition	\$35,000	\$35,000
New Gas & Electric Service	\$30,000	\$30,000
Framing	\$25,000	\$25,000
Earthquake Upgrades	\$110,000	\$110,000
Interior Refinishing New Units	\$165,000	\$165,000

Total \$385,000

Issued by:  _____ Date: 7-4-2015
Rick Ippolito, Owner

Agreed to:  _____ Date: 7/2/2015
Printed Name: _____

000090

<u>21602021</u>	Joanneke	8/22/2016	Foundation
<u>21602022</u>	Jenice	12/2/2016	Frame
<u>21602024</u>	Joe	9/8/2016	Frame
<u>21602023</u>	Jarice	11/29/2016	Frame


Windows not installed at this time (and should not be installed until after shear approval). 5. Wiring ok except ground metal boxes. Parcel inspection to come. 6. Laundry EAD to be hardpipe. 7. Install EAD duct at existing bathroom. 8. New bathroom: lavy vent to rise 6" above flood rim before going horizontal. 9. Add insulation at your own risk as shear revisions and inspection still to come. 10. Obtain mechanical permit and schedule inspection.

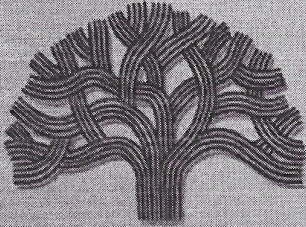
Date: 8/22/2016 New portion of foundation, as marked on plan, ok to pour. Rebar, ABs at 32" ok. UFER t/c at next pour.

Date: 12/2/2016 Wiring ok. DWV ok except pressure test at lavy. EADs ok except anchor fan unit on two sides. Shear inspection: 1. Need engineer to address shear wall lengths which are shorter than on plan. 2. Need shear schedule to address shear wall #1 which was added per revisions sheet. Shear schedule to have engineers stamp. 3. Any shear wall nailing at less than 4" on center will require special inspection. 4. Special inspector to approve shear wall before scheduling City inspection. 5. Shear nailing to be along 4x member attached to the hold down. 6. Strap cut top plate at north wall of addition. 7. Detail 10/S3.0 - need revision to show how connection of MST to be made to header. 8. Need 4x10 at window header at south wall as shown on plan. 9. Interior shear to extend to roof line and roof nail to be verified at the wall/roof intersection.

Date: 9/8/2016 Partial ok to pour, see plan/card. Verify UFER and anchor bolt layout at roof/shear inspection

Date: 11/29/2016 •Did not have engineered revision plans at site. Required for inspection. •HD's have been relocated at window opening epoxy bolts will need special inspection.



Update Results


CITY OF OAKLAND

Inspection Result Comments

RECORD ID	INSPECTOR	INSPECTION DATE	INSPECTION TYPE	RESULT COMMENTS
<u>B1603023</u>	Janice	12/29/2016	Frame	Date: 12/29/2016 Shear and frame inspection OK to insulate however address the following before insulation approval: 1. Need special inspector's letter approving installation of roof/ceiling frame and floor frame. 2. Need special inspector's letter for seismic force resisting system and structural observation. 3. Verification of safety glazing at new window installed adjacent to entry door. 4. Interior shear still to come at both levels. Exterior shear OK. 5. Shear transfer to roof still to come per detail 3/S3.0. Roof sheathing inspection to come. 6. Special inspector to approve shear transfer from walls to floor of second level (in lieu of detail 7/S2.0) as floor framing not installed per plan.
<u>B1603023</u>	Steve	1/5/2017	Frame	Date: 1/5/2017 Corrections have not been made. Interior shear wall wall plate attachment is not complete, roof framing plans have not been provided etc. etc. -canceled in the field.
<u>B1603023</u>	Steve	1/10/2017	Frame	Date: 1/10/2017 Second floor framing including shear walls and transfer, roof framing and sheathing/blocking/straps and insulation are OK to cover/sheet rock. First floor framing&shear to come. See engineers letter attached.
<u>B1603023</u>	Steve	1/27/2017	Frame	Date: 1/27/2017 Second floor sheet rock is OK. Second floor tub/ shower walls are water resistant board as a backer for solid sheet installation. First floor sheet rock to come after framing approval. Note: one layer of building wrap is installed over the solid exterior sheathing. Paperback stucco lath to come
<u>B1603023</u>	Steve	3/21/2017	Frame	Date: 3/21/2017 Exterior LATH is OK to stucco LATH complete.
<u>B1603023</u>	Ken	7/3/2017	Frame	Date: 7/3/2017 Final OK
<u>B1603023</u>	Ken	6/26/2017	Frame	Date: 6/26/2017 Level one front utility room shear walls and clips OK to cover
<u>B1603023</u>	Janice	11/11/2016	Frame	Date: 11/11/2016 B2603023, E2604166, P1603165 1. Framing only inspected up to top plate of top floor as revision in progress for roof and vaulted ceiling. 2. Shear has several issues (hold down location under window openings, shear wall length) that must be addressed by design engineer before a City inspection can be performed. Revisions approved by plancheck may be required. 3. Need MST at broken top plates with cuts within 4' of each other. 4.

<u>B1603023</u>	Joanneke	8/22/2016	Foundation
<u>B1603023</u>	Janice	12/2/2016	Frame
<u>B1603023</u>	Joe	9/8/2016	Frame
<u>B1603023</u>	Janice	11/29/2016	Frame

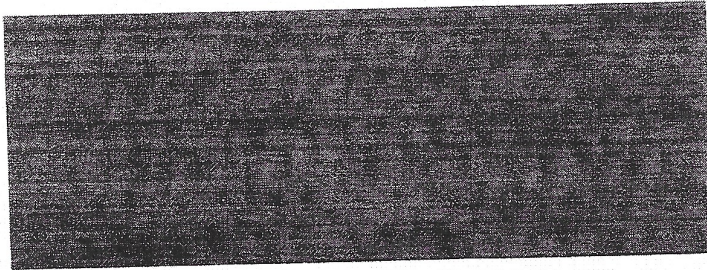
Windows not installed at this time (and should not be installed until after shear approval). 5. Wiring ok except ground metal boxes. Panel inspection to come. 6. Laundry EAD to be hardpipe. 7. Install EAD duct at existing bathroom. 8. New bathroom: lavy vent to rise 6" above flood rim before going horizontal. 9. Add insulation at your own risk as shear revisions and inspection still to come. 10. Obtain mechanical permit and schedule inspection.

Date: 8/22/2016 New portion of foundation, as marked on plan, ok to pour. Rebar, ABs at 32" ok. UFER t/c at next pour.

Date: 12/2/2016 Wiring ok. DWV ok except pressure test at lavy. EADs ok except anchor fan unit on two sides. Shear inspection: 1. Need engineer to address shear wall lengths which are shorter than on plan. 2. Need shear schedule to address shear wall #1 which was added per revisions sheet. Shear schedule to have engineers stamp. 3. Any shear wall nailing at less than 4" on center will require special inspection. 4. Special inspector to approve shear wall before scheduling City inspection. 5. Shear nailing to be along 4x member attached to the hold down. 6. Strap cut top plate at north wall of addition. 7. Detail 10/S3.0 - need revision to show how connection of MST to be made to header. 8. Need 4x10 at window header at south wall as shown on plan. 9. Interior shear to extend to roof line and roof nail to be verified at the wall/roof intersection.

Date: 9/8/2016 Partial ok to pour, see plan/card. Verify UFER and anchor bolt layout at roof/shear inspection

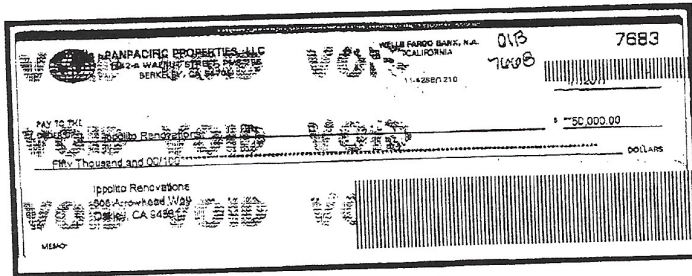
Date: 11/29/2016 •Did not have engineered revision plans at site. Required for inspection. •HD's have been relocated at window openings; epoxy bolts will need special inspection.



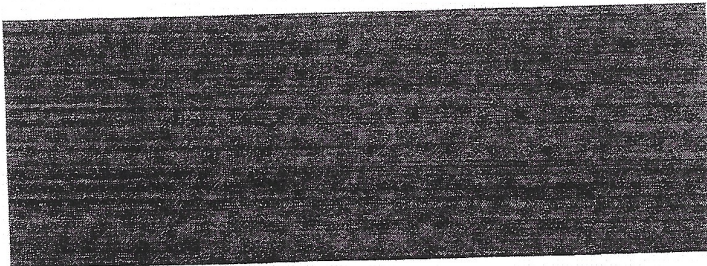
[Skip to main content](#)

Check Details

Check Number	7683
Date Posted	01/09/17
Check Amount	\$50,000.00



For your security, information like account numbers, signatures, and the ability to view the backs of checks have been removed from the images. You can see full or partial fronts and backs of the images by using the link at the top of the window.



[Skip to main content](#)

Check Details

**Check
Number**

7739

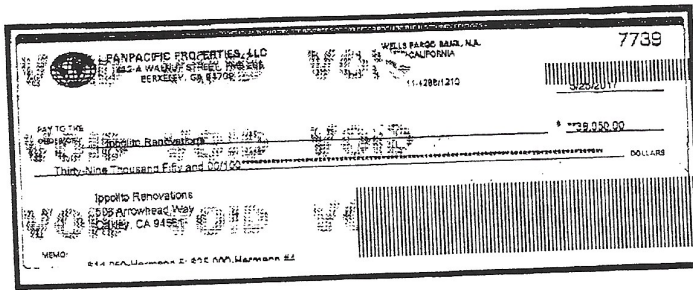
**Date
Posted**

05/25/17

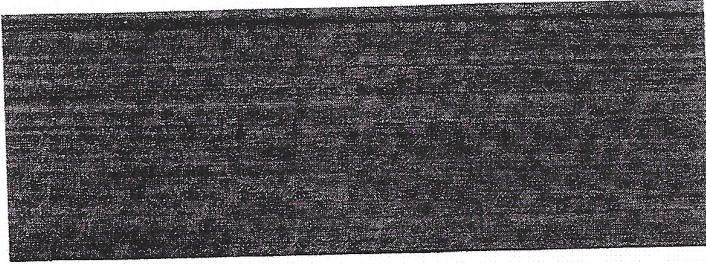
**Check
Amount**

\$39,050.00

*\$10 K for structural work
\$29,050 for interior finish work*



For your security,
information like
account numbers,
signatures, and the
ability to view the
backs of checks have
been removed from
the images.
You can see full or
partial fronts and
backs of the images by
using the link at the
top of the window.



[Skip to main content](#)

Check Details

**Check
Number**

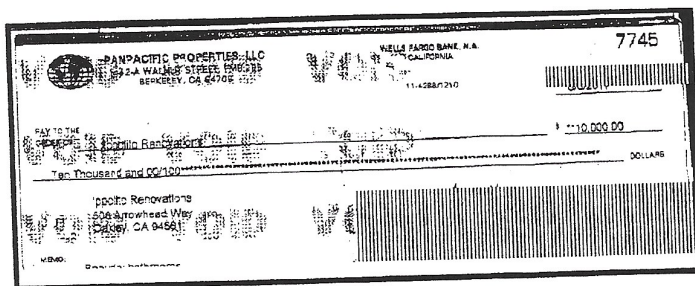
7745

**Date
Posted**

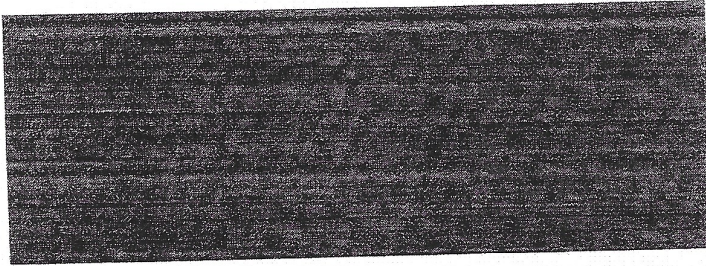
06/08/17

**Check
Amount**

\$10,000.00



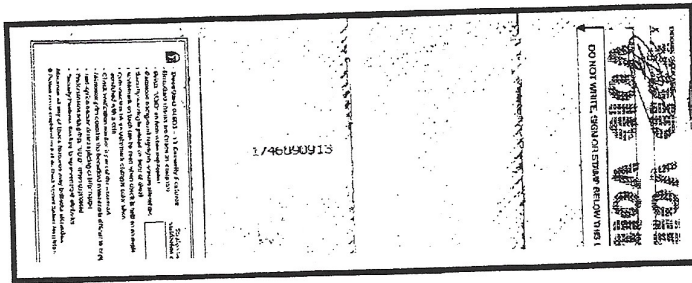
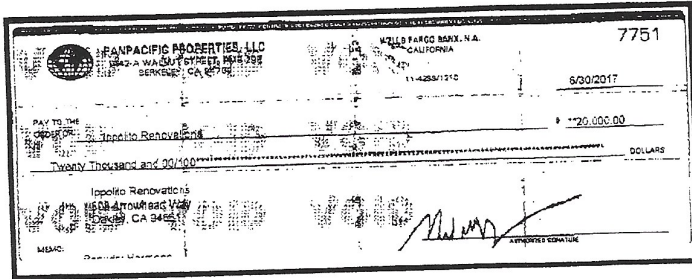
For your security,
information like
account numbers,
signatures, and the
ability to view the
backs of checks have
been removed from
the images.
You can see full or
partial fronts and
backs of the images by
using the link at the
top of the window.



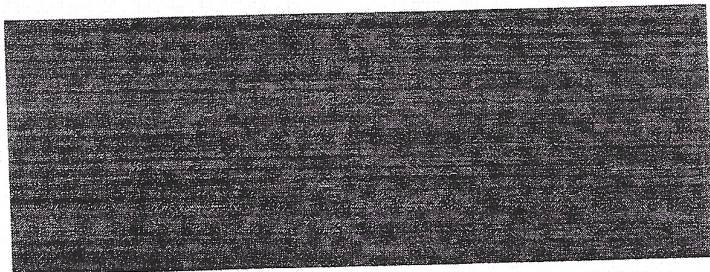
[Skip to main content](#)

Check Details

Check Number	7751
Date Posted	07/03/17
Check Amount	\$20,000.00



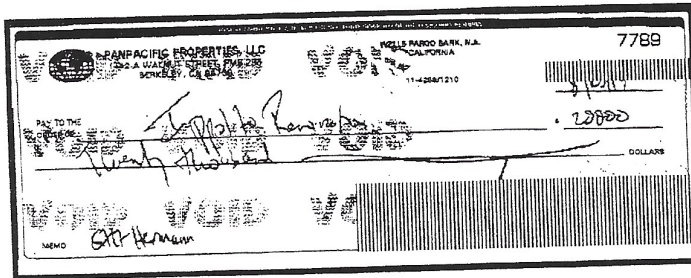
For your security, information like account numbers, signatures, and the ability to view the backs of checks have been removed from the images.



[Skip to main content](#)

Check Details

Check Number	7789
Date Posted	08/23/17
Check Amount	\$20,000.00



For your security, information like account numbers, signatures, and the ability to view the backs of checks have been removed from the images.

You can see full or partial fronts and backs of the images by using the link at the top of the window.