

CHRONOLOGICAL CASE REPORT

Case No.: T15-0576
Case Name: Kellybrew v. Lewis
Property Address: 201 Athol Avenue, #107, Oakland, CA
Parties: James Kellybrew (Tenant)
James L. Lewis (Landlord)

TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	October 29, 2015
Landlord Response filed	December 29, 2015
Hearing Decision issued	April 12, 2016
Tenant Filed Appeal	May 2, 2016

RECEIVED
MAY 02 2016
RENT ADJUSTMENT PROGRAM
OAKLAND

City of Oakland Residential Rent Adjustment Program 250 Frank Ogawa Plaza, Suite 5313 Oakland, California 94612 (510) 238-3721	APPEAL
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Appellant's Name Kellybrew, James O.	Landlord <input type="checkbox"/> Tenant <input checked="" type="checkbox"/>
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Property Address (Include Unit Number) 201 Athol Ave #107 Oakland, Ca. 94606

Appellant's Mailing Address (For receipt of notices) Same as above	Case Number T15-0576
	Date of Decision appealed March 31, 2016

Name of Representative (if any) N/A	Representative's Mailing Address (For notices) N/A
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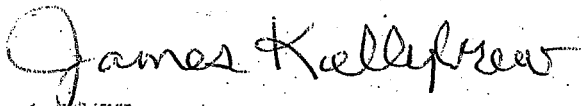
appeal the decision issued in the case and on the date written above on the following grounds:
(Check the applicable ground(s). Additional explanation is required (see below). Please attach additional pages to this form.)

- The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations or prior decisions of the Board. You must identify the Ordinance section, regulation or prior Board decision(s) and specify the inconsistency.
- The decision is inconsistent with decisions issued by other hearing officers. You must identify the prior inconsistent decision and explain how the decision is inconsistent.
- The decision raises a new policy issue that has not been decided by the Board. You must provide a detailed statement of the issue and why the issue should be decided in your favor.
- The decision is not supported by substantial evidence. You must explain why the decision is not supported by substantial evidence found in the case record. The entire case record is available to the Board, but sections of audio recordings must be pre-designated to Rent Adjustment Staff.
- I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. You must explain how you were denied a sufficient opportunity and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue a decision without a hearing if sufficient facts to make the decision are not in dispute.
- The decision denies me a fair return on my investment. You must specifically state why you have been denied a fair return and attach the calculations supporting your claim.

7. Other. You must attach a detailed explanation of your grounds for appeal. Submissions to the Board are limited to 25 pages from each party. Number of pages attached 2. Please number attached pages consecutively.

8. You must serve a copy of your appeal on the opposing party(ies) or your appeal may be dismissed. I declare under penalty of perjury under the laws of the State of California that on May 2, 2016, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<u>Name</u>	James L. Lewis
<u>Address</u>	P.O. Box 20545
<u>City, State Zip</u>	Oakland, Ca. 94620
<u>Name</u>	
<u>Address</u>	
<u>City, State Zip</u>	

	May 2, 2016
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

IMPORTANT INFORMATION:

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

- Appeals filed late without good cause will be dismissed.
- You must provide all of the information required or your appeal cannot be processed and may be dismissed.
- Anything to be considered by the Board must be received by the Rent Adjustment Program by 3:00 p.m. on the 8th day before the appeal hearing.
- The Board will not consider new claims. All claims, except as to jurisdiction, must have been made in the petition, response, or at the hearing.
- The Board will not consider new evidence at the appeal hearing without specific approval.
- You must sign and date this form or your appeal will not be processed.

May 1, 2016

Rental Administration Process

I, James Kellybrew, am writing this ~~as a response~~ appeal to the recent decision to deny my claim of "Decreased Housing Services" in the case T15-0576, Kellybrew v. Lewis.

I dispute the decision on the basis that the decision states that the mold report submitted into evidence by the owner, showed no traces of mold. This would be in direct contradiction to the actual mold report's summary which states, "Based on analysis of the air samples taken at the property, the following observations have been made: Highly elevated levels of fungal spores were found in samples taken at the time of the inspection. Elevated levels of mold indicate a high likelihood of mold growth in the area tested at the time of the inspection." The report went on to say that the true level of contamination may be greater than what the sample revealed, due to elevated levels of background debris, indicating poor air quality. Their recommendation was that the unit be decontaminated. In light of that information and the fact that I spent three (3) days of being displaced while the unit was cleaned and treated, how could there be a determination that there were no traces of mold found?

Mine is not simply a case of an unsatisfied tenant complaining of minor drips and leaks or the quality of repair services. These issues go back over a period of years and have been presented to the RAP in prior petitions. And again I state, as I did at the hearing, I've only resorted to filing formal complaints after having been continually ignored by the owners in these matters.

In brief, my complaints originally stem from a kitchen sink faucet that, after prior temporary fixes, continued to leak into the cabinetry below, over time causing wood rot. The other

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primary concern was due to having my bathroom flooded on
on at least five (5) different occasions, when water coming
from the unit above, came through the ceiling ventilation fan
and the wall and out of the medicine cabinet. In most of
these instances I was left to deal with the clean-up myself,
n that by the time I would receive any response, it was well
after the matter. And finally in the matter regarding bugs inside
the kitchen light glow, it was apparent the bugs were coming
through the ceiling from the unit above.

The stated points are the basis of my appeal and it is my
relief that the records will show that over much time, I have
diligently tried to urge the owners to acknowledge and remediate
these problems. Thank you for your consideration in this
matter.

James Kellybrew



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

CITY OF OAKLAND

Department of Housing and Community Development
Rent Adjustment Program

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

HEARING DECISION

CASE NUMBER: T15-0576, Kellybrew v. Lewis
PROPERTY ADDRESS: 201 Athol Ave., #107, Oakland, CA 94606
DATE OF HEARING: February 25, 2016
DATE OF DECISION: March 31, 2016
APPEARANCES: James Kellybrew, Tenant
James L. Lewis, Owner

SUMMARY OF DECISION

The tenant petition is denied.

CONTENTIONS OF THE PARTIES

On October 29, 2015, the tenant filed a petition alleging decreased housing services and health, safety, fire or building code violation.

The owner filed an untimely response with an explanation that the tenant petition was not mailed to the correct address. The owner response stated that no decreased services occurred because the repairs were timely made after receiving the notice.

THE ISSUE(S)

- (1) Have the tenant's housing services been decreased, and if so, by what amount?

EVIDENCE

The tenant moved into the subject unit in December of 1994, at an initial monthly rent of \$550.00. Tenant's unit is located in a residential building, containing twenty two (22) residential units. The current owner acquired the building in April of 2005. The tenant first received the notice of the existence of the Rent Adjustment Program (RAP)

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in April of 2005, when the current owner acquired the building. There is no pending rent increase. This evidence was not disputed.

Decreased Housing Services

In his petition and at the hearing the tenant identified the following items as decreased services: (1) leaking faucets in the bathroom and a dripping into a medicine cabinet, (2) potential mold as a result of the leaks; and (3) bugs in the light fixture in the kitchen ceiling. At the hearing the tenant testified that he was frustrated as he felt he was being ignored and that the work is not done to his satisfaction. The tenant confirmed that the repairs were completed within 30 days.

The owner submitted a timeline of when he was notified and when the repairs were completed, including invoices paid to the contractor. Copies of these documents were admitted into evidence.¹ The owner testified that he has a full time employee, Mr. Dagoberto Lopez, who responds to all tenants' requests relating to maintenance and repairs. The owner also hired a contractor, Indoor Environmental Services, for a mold inspection, cleaning and treatment. The owner submitted an invoice for \$2,998.70, and paid for the tenant's accommodation of \$600.00 during the time he had to be out of his apartment. The mold report, submitted into evidence, revealed no traces of mold.²

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Good Cause for Filing Untimely Response

The Rent Adjustment Ordinance requires an owner to file a response to a tenant's petition within 35 days after service of a notice by the Rent Adjustment Program that a tenant petition was filed. "If a tenant files a petition and if the owner wishes to contest the petition, the owner must respond . . ." ³ The landlord response was due on December 8, 2015. The owner filed a response on December 29, 2015, and also submitted a letter, stating that the mail was sent to the wrong address and that he did not get the notice of the tenant petition until November 25, 2015. The address for the owner the tenant provided on the petition was different from the owner's address on his letterhead and on the Owner Response form. Therefore, there was good cause for filing the untimely response, and the information and evidence submitted with the owner's response will be considered in this hearing decision.

Decreased Housing Services

Under the Oakland Rent Ordinance, a decrease in housing services is considered to be an increase in rent⁴ and may be corrected by a rent adjustment.⁵

¹ Exhibit A

² Exhibit B

³ O.M.C. Section 8.22.070(C)2

⁴ O.M.C. §8.22.070(F)

However, in order to justify a decrease in rent, a decrease in housing services must be the loss of a service that seriously affects the habitability of a unit or one that was provided at the beginning of the tenancy that is no longer being provided. "Living with lack of painting, water leaks and defective Venetian blinds may be unpleasant, aesthetically unsatisfying, but does not come with the category of habitability. Such things will not be considered in diminution of the rent."⁶ The tenant has the burden of proving decreased housing services by a preponderance of the evidence.

In a decreased services case, where the RAP notice has been given, the tenant is only allowed relief for 60 days prior to the filing of the petition.⁷ Because the tenant received the RAP Notice, he is limited to 60 days prior to October 29, 2015, which is August 30, 2015. In addition, in a decreased services case, the tenant must establish he has given the owner notice of the problems and the opportunity to fix the problems before he is entitled to a relief.

Leaks and Mold: It is undisputed that the owner began the repairs right after receiving the notice of the leaks. The owner completed repairs, cleaning and mold treatment within a reasonable time. Therefore, this claim is denied.

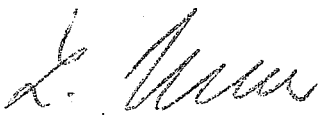
Bugs in the ceiling light fixture: This condition is not a hazardous condition affecting habitability of the unit. Under the Rent Adjustment Ordinance the rent can only be decreased for serious Code violations. There was no evidence that any violation occurred. Therefore, this claim is denied.

ORDER

1. The Tenant Petition T15-0576 is denied.
2. The claim for decreased housing services is denied.

Right to Appeal: **This decision is the final decision of the Rent Adjustment Program Staff.** Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) days after service of 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: March 31, 2016



Linda M. Moroz
Hearing Officer
Rent Adjustment Program

⁵ O.M.C. §8.22.110(E)

⁶ *Green v. Superior Court* (1974) 10 Cal. 3d 616 at p. 637

⁷ Board Decision in Case No. T09-0086, *Lindsey v. Grimsley, et al.*

PROOF OF SERVICE

Case Number T15-0576

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

Today, I served the attached **Hearing Decision** by placing a true copy of it in a sealed envelope in 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:

James Kellybrew
201 Athol Avenue #107
Oakland, CA 94606

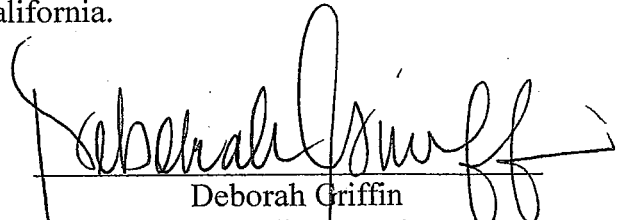
James Lewis
1035 Underhills Road
Oakland, CA 94610

James Lewis
P.O. Box 20545
Oakland, CA 94620

Mark Roemer
P.O. Box 20545
Oakland, CA 94620

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **April 12, 2016** in Oakland, California.


Deborah Griffin
Oakland Rent Adjustment Program

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201 Athol - Apt. 107

James Kellebrew, tenant

- On or about mid-October, received call from James Kellebrew asking for repair of dripping faucet in bathroom and dripping into medicine cabinet.
- 11/1/15, Notified by 24 hr notice of repairs to be done, but because Mr. Kellebrew asked us not to enter, we postponed at his request.
- 11/4 and 11/6/15 Completed repair in bathroom (leaking faucet)
- 11/25/15 - Received Tenant petition T15-0576 (which was dated 11/3/15 but apparently sent to wrong address)
- 11/25/15 Contacted Indoor-Restore Environmental Services to do an inspection.
- During the next couple days, tenant asked for postponement, and we accomodated.
- 12/1/15 Inspection by Indoor -Restore Environmental Services.
- 12/3/15 Indoor-Restore sent report, analysis, estimate, and proposal for work to be done explaining that it could take up to 4 days and the tenant would not be able to be in the apartment.
- During this period Mr. Kellebrew asked for postponement until after holidays and needed to find the period of time where he could move out.
- 12/9/15 Sent Owner Response to the Oakland RAP
- 12/10/15 24 hr Notice to Mr Kellebrew for repair of the area under the kitchen sink and replumbing the shower(this was put off for a few days at Mr. Kellebrew's request).
- 12/22/15 Contract for work to be done signed and paid
- 12/22/15 Notified Mr. Kellebrew of work to be done beginning 1/5/16 and completion by 1/8/16 when he would be able to move back in to apartment. We also informed him that we would pay for his living expenses (\$600) during the time he had to be out of his apartment.
- 1/5/16 Indoor-Restore began the scheduled work
- 1/6/16 Indoor - Restore Clearance and analysis from Nation Laboratories sent

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24 Hour Notice to Enter Dwelling Unit

Pursuant to California Civil Code Section 1954, Owner does hereby give notice to all tenants and persons in occupancy of the premises located at:
201 Athol Apt 107

that the owner, owner's agent or owner's employees will enter said premises on Tuesday, December 1, 2015, between the hours of 10am and 11:30am for the reason set forth in the checked numbered item below:

- XXX 1. To inspect and make necessary repairs. We have hired a certified mold inspector to inspect your apartment for mold.
_____ 2. To supply necessary or agreed upon services
_____ 3. To exhibit the dwelling unit to prospective mortgagees
_____ 4. To exhibit the dwelling unit to prospective tenants
_____ 5. To exhibit the dwelling unit to workmen or contractors
_____ 6. Pursuant to Court Order

Dated: November 30, 2015

James Lewis, Owner

24-Hour Notice to Enter Dwelling Unit

Pursuant to California Civil Code Section 1954, Owner does hereby give notice to all tenants and persons in occupancy of the premises located at:
201 Athol Apt 107

that the owner, owner's agent or owner's employees will enter said premises on Thursday, December 10, 2015, between the hours of 10am and noon for the reason set forth in the checked numbered item below:

- XXX 1. To inspect and make necessary repairs.
_____ 2. To supply necessary or agreed upon services
_____ 3. To exhibit the dwelling unit to prospective mortgagees
_____ 4. To exhibit the dwelling unit to prospective tenants
_____ 5. To exhibit the dwelling unit to workmen or contractors
_____ 6. Pursuant to Court Order

Dated: December 9, 2015

James Lewis, Owner

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NOTICE of Work to be Done.

James Lewis
Athol LLC
1035 Underhills Road
Oakland, CA 94610

December 22, 2015

James Kellybrew
201 Athol, Apt 107
Oakland, CA 94606

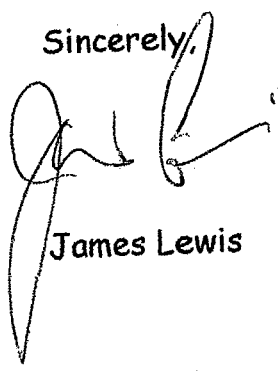
Dear James,

We have scheduled a professional environmental cleaning company to come in to your apartment on January 5, 2016 at 9am. The work necessitates you vacating your apartment for the 3 to 4 days that it will take to complete the work. By 5pm on January 8, 2016 you will be able to have your apartment back. They will need to have all surfaces cleared, all food items put in the refrigerator and/or cabinets.

If you have any questions please call Jack Morris, owner of Indoor-Restore Environmental Services; his phone number is 877 628-6896.

We will pay \$600.00 for your living cost for those four days.

Sincerely,



James Lewis

Subject: Mold Remediation - 201 Athol Ave - Clearance
From: Jack Morris (jack@indoorrestore.com)
To: ivyhillproperties@yahoo.com;
Date: Friday, January 8, 2016 9:35 AM

Prepared For: James Lewis

Property: 201 Athol Ave *Appt 107*

Prepared By: Indoor-Restore Environmental Services

Report Date: 1/6/2016

The inspection is of conditions that are present and visible at the time of the inspection. The report is intended to provide you with information concerning the condition of the property at the time of inspection. Please read the report carefully. If any item is unclear, you should request the inspector to provide clarification. It is recommended that you obtain as much history as is available concerning this property. This historical information may include copies of any seller's disclosures, previous inspection engineering reports, reports performed for or by relocation companies, municipal inspection departments, lenders, insurers, and appraisers. You should attempt to determine whether repairs, renovation, remodeling, additions or other such activities have taken place at this property. Property conditions change with time and use. Since this report is provided for the specific benefit of the client(s), secondary readers of this information should hire a licensed inspector or technician to perform tests or inspections to meet their specific needs and obtain current information concerning this property. Please see the pages following this report for important notes, exclusions, disclosures, and information regarding the scope of work and study methods that produced the information contained within this report. All information contained within this report is presented as in based upon the observations of the inspector

and subsequent laboratory analysis.

The report contained herein is confidential, and is given solely for the use and benefit of the client. It is not intended for the benefit of or to be relied upon by any other. Do not duplicate this report without permission.

Certificate of Clearance

Indoor-Restore was retained to perform a limited scope clearance inspection of the property referenced above. Our inspector collected a total of **five (5)** samples at the location. This is a report of the inspector's findings.

The **visual inspection** of the property yielded the following results:

- No visible fungal contamination in the work areas.
- No elevated levels of moisture detected in the work areas.
- No odors detected in relation to fungal contamination in the work areas.

The **air samples** collected at the property yielded the following results:

No elevated airborne levels of fungal spores were found in the samples taken at the time of our inspection.

The **surface samples** collected at the property yielded the following results:

No elevated surface levels of fungal spores were found in the samples taken at the time of our inspection.

All samples taken were tested to be at acceptable or normal levels. There are no elevated levels of fungal contamination. The work area is at acceptable standards for human occupation.

All remediation work receives a 10 year warranty from reoccurring mold growth. Any future mold growth reoccurring in the work areas as described in the contract will have remediation completed at no charge to the client. All time, materials, equipment, labor, and clearance testing will be the responsibility of Indoor-Restore.

It is the responsibility of the client to repair all water intrusions, leaks, condensation issues, humidity problems, and any related moisture problems so that no elevated levels of moisture exist. Indoor-Restore will not be responsible for mold growth related to any water leak, water intrusion issue, elevated humidity or condensation, or any new moisture related problem unless Indoor-Restore was hired to repair the leak or moisture issue. All leaks and water intrusion issues must be reported to Indoor-Restore within 48 hours of occurrence. Once reported an inspection can be scheduled for the site to evaluate the problem and solution required. (Mold spores require at least 48 hours or more of incubation time for growth to begin).

All new drywall, drywall mud, drywall tape, insulation, primer, and paint must be installed using anti-mold products. These products contain chemicals and materials that will resist mold growth.

Indoor-Restore would like to thank-you for retaining us for this inspection. Please feel free to contact us with any questions or concerns.

Sincerely,

Indoor-Restore Environmental Services

Certified Microbial Consultants

Remediation & Restoration Project Management

Jack Morris

Certified Environmental Consultant

Indoor-Restore Environmental Services

Office Hours: 7:30am – 4:00pm

877-628-6896

jack@indoorrestore.com



ENVIRONMENTAL SERVICES

1024 Iron Point Rd
Folsom, CA 95630

www.IndoorRestore.com
Projects@IndoorRestore.com

Phone: (888) 420-0009
Fax: (866) 379-8575

Jack Mc is
877-628-6896

Invoice

Date	Invoice #
12/21/2015	25600

Property Address

James Lewis
201 Athol Ave #107
Oakland, CA 94606
510-452-0386
ivyhillproperties@yahoo.com

Bill To

James Lewis
201 Athol Ave #107
Oakland, CA 94606

Description	Amount
GUARANTEE We guarantee our prices to beat any comparable estimate. We will reduce our cost estimate by an additional 5% below any comparable estimate from another environmental company.	0.00
WARRANTY: Clearance testing and certification with a 10 year warranty - All remediation work performed (products and services) that receives a clearance certificate, comes with a 10 year guarantee that no mold growth will occur in the work areas. See below for more information about the warranty.	0.00
WORK AREA Kitchen, Living Room, Bedroom/Closet, Bathroom -	0.00
NOTE: All appliances present in the work area(s) that prevent access to the scope of work outlined below, must be removed prior to the start of remediation. Items include water heaters, furnaces, refrigerators, dishwashers, washers, dryers, water purifier systems, floor/wall/window AC units, radiators, etc. Additional charges will apply for removal/alteration of items or rescheduling, if necessary appliances are not moved prior to arrival.	0.00
1. Kitchen - The area will be contained and put under negative air pressurization and HEPA purification as described in the remediation description as required. All accessible surfaces (walls, floors, ceilings, ledges) in the kitchen will be decontaminated (HEPA vacuumed, biocide treatments, antifungal agent wipes). HEPA air filtration will run for the duration of the project to remove all airborne mold spore contamination.	0.00
1A. Sink Cabinet - The cabinet shelf, side walls and rear drywall, as needed. All exposed inner wall and floor cavities will be decontaminated as described in the remediation description and remediation procedures below. All exposed subfloor areas, wood members, inner wall surfaces will have an antifungal mold inhibitor applied.	0.00
2. Living Room - The area will be contained and put under negative air pressurization and HEPA purification as described in the remediation description as required. All accessible surfaces (walls, floors, ceilings, ledges) in the work area will be decontaminated (HEPA vacuumed, biocide treatments, antifungal agent wipes). HEPA air filtration will run for the duration of the project to remove all airborne mold spore contamination.	0.00
3. Bedroom/Closet - The area will be contained and put under negative air pressurization and HEPA purification as described in the remediation description as required. All accessible surfaces (walls, floors, ceilings, ledges) in the work area will be decontaminated (HEPA vacuumed, biocide treatments, antifungal agent wipes). HEPA air filtration will run for the duration of the project to remove all airborne mold spore contamination.	0.00
4. Bathroom - The area will be contained and put under negative air pressurization and HEPA purification as described in the remediation description as required. All accessible surfaces (walls, floors, ceilings, ledges) in the work area will be decontaminated (HEPA vacuumed, biocide treatments, antifungal agent wipes). HEPA air filtration will run for the duration of the project to remove all airborne mold spore contamination.	0.00

Signature For Approval _____
Date 12/22/15

Total
Payments/Credits
Balance Due



ENVIRONMENTAL SERVICES

1024 Iron Point Rd
Folsom, CA 95630

www.IndoorRestore.com
Projects@IndoorRestore.com

Phone: (888) 420-0009
Fax: (866) 379-8575

Invoice

Date	Invoice #
12/21/2015	25600

Property Address

James Lewis
201 Athol Ave #107
Oakland, CA 94606
510-452-0386
ivyhillproperties@yahoo.com

Bill To

James Lewis
201 Athol Ave #107
Oakland, CA 94606

Description	Amount
<p>REMEDIATION STEPS PERFORMED</p> <p>Each area of concern will have a containment chamber set up and will be put under negative air pressure and purification as required. A decontamination chamber will also be set up as needed for entrances into the contained areas. All contaminated building materials will be bagged or sealed where required and discarded. All debris will be disposed of properly to meet all county and state laws. All exposed wood members and cavities will be sanded, scrubbed, wire, brushed, and HEPA vacuumed as required per the Five Step Protocol. All wood members and surfaces in the contained areas will be HEPA vacuumed and treated with a biocide solution and/or wet wiped with a biocide solution. If required all wood members in the exposed cavities will be coated with an anti-fungal encapsulant. All workers will be outfitted in OSHA approved, full body Tyvek suits and face respirators with eye protection. Each area will have a minimum of one air scrubber / neg air machine and one HEPA filter vacuum. All contained areas of concern will be air scrubbed for the duration of the project. All containment chambers should remain up until the clearance results are released from the laboratory with readings that are within normal ranges. Only persons approved by Environmental Services should enter the containment chambers until clearance results are available.</p>	0.00
<p>EQUIPMENT-SITE SPECIFIC</p> <p>All equipment is included in price - HEPA vacs, filters, air scrubbers, air blowers, spray rig, containment walls, personal protection equipment, masks, cartridges, respirators, tyvek suits, gloves, chemicals, encapsulant, HEPA saws, dehumidifiers, hand tools, disposal units, decon chambers, etc</p>	0.00
<p>PRE-JOB TESTING</p> <p>On the start date of the remediation work additional testing will be performed. This includes an inspection of work areas and non-work areas, sampling, laboratory analysis, and a lab report with the results. Prior to the start of remediation, samples (surface and/or air) will be taken in all non-work areas throughout the property, at the discretion of Environmental Services. NO charge to the customer.</p>	0.00
<p>NON-WORK AREA INFORMATION</p> <p>The work in this estimate is based on a visual inspection of the property, including the analysis of the samples collected by the inspector and paid for by the client. The estimate is based only on lab results and other instruments, such as moisture meters, which show contamination or areas of concern. However, due to the nature of microscopic airborne mold spores and the possibility of their elevated presence inside the property, please let us know if at any point you would like to schedule additional testing with us. With your permission, we can also assume contamination in any or all remaining non-work areas in your property. Please note that the estimate does include additional pre-job testing at no additional charge to you. These tests are included as a courtesy to determine if any other areas of concern exist, which will require additional work, or that may cause our work areas to fail clearance and void the warranty.</p>	0.00

Pay online at: <https://ipn.intuit.com/vvss93hj>

Signature For Approval

Date

12/21/15

Total
Payments/Credits
Balance Due

000096



ENVIRONMENTAL SERVICES

1024 Iron Point Rd
Folsom, CA 95630

www.IndoorRestore.com
Projects@IndoorRestore.com

Phone: (888) 420-0009
Fax: (866) 379-8575

Invoice

Date	Invoice #
12/21/2015	25600

Property Address

James Lewis
201 Athol Ave #107
Oakland, CA 94606

510-452-0386
ivyhillproperties@yahoo.com

Bill To

James Lewis
201 Athol Ave #107
Oakland, CA 94606

Description	Amount
START DATE AND COMPLETION	0.00
Project Start Date: _____	
Please allow up to 2 days for proper completion of all steps and processes involved with the remediation, decontamination, clearance testing, and final report preparation for the work areas stated in the contract. Standard laboratory turnaround time for clearance samples is 5-7 business days from when the final payment is received. A separate Rush fee can be paid to guarantee lab results within 1 or 2 business days.	
Start date is subject to estimate approval with signature by client. Estimate must be received by us at least two business days prior to job start date in order to begin work at on the start date. A 50% starting payment is due with the signed contract. The balance is due upon completion on the final day of work. The clearance report, certification, and warranty will be released upon final payment being received and processed.	
TOTAL FOR ABOVE SERVICES	2,846.70
Inspection and Testing Base Fee Credit	-198.00
CLEARANCE TESTING	350.00
After mold remediation is complete, clearance testing will be performed. This includes an inspection of work areas and non-work areas, with up to 10 samples, and laboratory analysis. A clearance certification and 10 year warranty will be issued for all work areas that receive passing clearance samples. All products and services come with a 10 year guarantee that no mold growth will occur in the work areas. Please see the warranty information for details.	
10 Year Warranty:	0.00
Warranty is dependent on the restoration and repairs in the work area(s). All new materials (drywall, drywall mud, drywall tape, insulation, primer, and paint, etc.) must be replaced using anti-mold products. These products contain chemicals and materials that will resist mold growth. It is the responsibility of the client to repair all water intrusions, leaks, condensation issues, humidity problems, and any related moisture problems so that no elevated levels of moisture exist. Environmental Services will not be responsible for mold growth related to any water leak, water intrusion issue, elevated humidity or condensation, or any new moisture related problem. Proper documentation must be provided to show that any leak or water intrusion issues were repaired in the remediated areas for warranty to be valid. All leaks and water intrusion issues must be reported to Environmental Services within 48 hours of occurrence. Once reported an inspection can be scheduled for the site to evaluate the problem and solution required. If pre-job samples find additional contamination outside the original contract, no clearance or warranty will be issued until all areas of contamination are fully remediated. Mold remediation is considered an emergency janitorial service and will be treated as such.	
Pay online at: https://ipn.intuit.com/rvss93h/	

Total
Payments/Credits
Balance Due

Signature For Approval *James Lewis*
 Date 12/22/15

000097



ENVIRONMENTAL SERVICES

1024 Iron Point Rd
Folsom, CA 95630

www.IndoorRestore.com
Projects@IndoorRestore.com

Phone: (888) 420-0009
Fax: (866) 379-8575

Invoice

Date	Invoice #
12/21/2015	25600

Property Address

Bill To

James Lewis
201 Athol Ave #107
Oakland, CA 94606

James Lewis
201 Athol Ave #107
Oakland, CA 94606

510-452-0386
ivyhillproperties@yahoo.com

Description	Amount
<p>TERMS AND CONDITIONS</p> <p>In case of legal action to collect monies due per this contract customer agrees to pay all costs of collection, court, attorney fees and other expenses incurred by Environmental Services or its representatives in connection with the enforcement of its terms. If a paper or electronic check is returned from the bank unpaid a \$95 fee will be charged. Interest charged at 3% per month on unpaid amounts. A 5% billing fee will be added to invoices not paid within 5 days from the job completion. Mold, asbestos, and lead may be a health risk to occupants. For all work, its causes, water damage, debris, mold, dust or any result, by signing I hereby release and agree to hold harmless Environmental Services and/or its affiliates, officers, employees, owners and all other related persons, firms, affiliated with the project located at the above address, of and from any and all claims, actions, rights, damages, costs, expenses and compensation whatsoever, related to any work or recommendations of every kind and including any health issues, which I may now have/tenants/whoever may have in the future as a result of entry (past, present and future). Any dispute will be resolved using arbitration with the location and arbitrator chosen by Environmental Services and all expenses paid by the customer. Any additional insurance or policy modifications required by the client will be at their expense. Any additional work, remediation, testing, consulting, permits, etc is not included in this contract and will require a supplemental work order and client authorization. It is the responsibility of the client, owner of the property, or the contractor to pull any required permits for the project at their expense. No restoration is included in this estimate (new flooring, drywall, paint, cabinets, etc). Pre-Job air testing and adequate testing to all areas should be completed as initial testing. Environmental Services is not responsible for contamination outside of its work areas. Remediation can only be completed to accessible areas and surfaces in the work areas. Containment will be left up after remediation is completed. Environmental Services or its staff is not responsible for any damage from containment, work completed, items discarded, or the remediation process. Removal of containment materials may damage walls and other surfaces, use precaution. Environmental Services will handle all project mgt, testing, biocide treatments, containment, decontamination, and other environmental work. A specialty contractor hired by the customer will be required if any items such as heavy demolition, construction, or other CSLB listed work is required. Any construction work in this estimate is invoiced at \$475 for labor and materials and all remaining is considered specialty cleaning, decontamination, and remediation. Client/owner is responsible for all equipment, materials, furniture, contents, and personal items onsite from theft or vandalism and understands no security of premises will be provided. This contract is considered emergency services and no cancellation period applies. A 50% cancellation fee may be charged if the job is cancelled after being signed or a payment made. If the job is re-scheduled within three business days from the start date a 25% re-scheduling fee may be charged. All furniture or personal items must be moved from the work area prior to the start of work. Any furniture moving or manipulation will be charged the rate of \$75.00 per man hour if not included in the estimate. A \$500 fee will be charged for generator or water tank rental if the power/water are not on & functioning prior to our arrival. By signing this work order and/or submitting the starting payment I am agreeing to the price, work described, and the terms and conditions described above.</p>	0.00
<p>Pav online at: https://ipn.intnit.com/rvss93hi</p>	

Signature For Approval

Date

12/22/15

Total	\$2,998.70
Payments/Credits	\$0.00
Balance Due	\$2,998.70



Mold Inspection Report

Microbial Investigation

Date of Inspection:

December 1, 2015

Property Address:

201 Athol Ave #107

Oakland, CA 94606

Prepared For:

James Lewis

5104520386

ivyhillproperties@yahoo.com

Prepared By:

Indoor-Restore Environmental Services
1024 Iron Point Road, Folsom, CA 95630

projectservices@indoorrestore.com

www.indoorrestore.com

1-888-420-0009

Inspector Name:

Joe M

Contents

Thank you for choosing Indoor-Restore Environmental Services. It is our mission to provide industry leading assessment services to you and your property.

Your mold inspection report is designed to help evaluate the indoor areas of your property for potential mold growth. The laboratory analysis is based on samples taken at the subject property and submitted to Nation Laboratories. The overall assessment is a result of the laboratory data and the visible conditions that were present at the time of the inspection.

The report contained herein is confidential, and given solely for the use and benefit of the client. It is not intended for the benefit of or to be relied upon by a third party. Do not duplicate this report without permission of its owner.

Please read the entire report to fully understand the results of this inspection and laboratory interpretation of testing performed.

The contents of this report include:

1. **Inspection Summary** – A detailed summary and explanation of the laboratory data resulting from the samples taken on-site and inspection conducted at the property.
2. **Inspection Details** – Details from the onsite findings of the inspector in terms of visual and equipment assessments performed at the time of the inspection.
3. **Laboratory Analysis Results** – See attached documents.
4. **Guidelines for Understanding Laboratory Results** – Information on interpreting laboratory results and other report information.
5. **Mold Information** – Information about mold, how it grows, how it enters a building and the potential health effects of exposure.
6. **Health Classification of Mold** – Information on how mold is classified by its affects on the human body.
7. **Glossary of Terms** – Definitions of frequently used industry terms that appear throughout the report.
8. **Common Types of Mold** – Information about the most common types of mold found indoors.
9. **Scope and Limitations** – Important information regarding the scope of this report.
10. **Resources** – Literature and website link recommendations that can provide more in-depth information about mold and indoor air quality.

Air Sample Analysis Summary

Based on analysis of the air samples taken at the property, the following observations have been made:

- Highly elevated levels of fungal spores were found in samples taken at the time of the inspection. Elevated levels of mold indicate a high likelihood of mold growth in the area tested at the time of the inspection.
- Elevated background debris was identified in one or more of the air samples taken, which can hinder the analyst's view of the slide and potentially hide smaller mold spores such as *Penicillium/Aspergillus*. The true level of contamination may be greater than what the sample revealed. Excessive background debris also indicates poor air quality; decontamination is recommended.
- Some types of molds have species associated with an indoor environment are considered to be toxic and may cause serious health risks. If mold growth is in fact present, it should be remediated using appropriate controls and precautions by a trained professional and any associated water source that led to the problem should also be corrected.
- Please see the attached results for further details and recommendations.

Moisture Content Analysis Summary

Based on the analysis of the equipment readings taken at the property, the following observations have been made:

- No elevated levels of moisture were identified at the time of the inspection.

Client Name: James Lewis
Property Address: 201 Athol Ave #107, Oakland, CA 94606



General Property Information

General Property Information

Property Type: Apartment

Property Use: Residential

Floors: 1

Year Built: Unknown

Square Footage: N/A

Occupancy: Occupied

Exterior Environmental Variables

Exterior Relative Humidity: 44%

Exterior Temperature: 54 ° F

Other Property Information:

Location #1 - Photographs

Photo #1:
Kitchen



Photo #2:
Kitchen



Photo #3:
Kitchen



Photo #4:
Kitchen



General Information

Area of Concern: Precautionary air
Level: 1
Wall Type: Drywall/Sheetrock
Ceiling Type: Drywall/Sheetrock
Ceiling Height: 8 feet
No. of Windows: 1

Dimensions: 11 X 19
Room Furnished? Yes
Flooring Type: Carpet
Sub-Floor Type: Concrete Slab
Window Type: Sliding
Window Frame: Metal

Interior Environmental Variables

Relative Humidity: < 20 %

Temperature: 54° F

Moisture Detected: Normal

Suspected Source of Elevated Moisture: N/A

Elevated Moisture Source Repaired? N/A

Damage Duration: N/A

Musty Odor? No

Suspected Visible

Mold Growth? No – If yes, where:

Wall (s) Ceiling Floor Other

Suspected Visible

Water Damage? No – If yes, where:

Wall (s) Ceiling Floor Other

Description of Problem Area

No visible mold growth or elevated moisture detected at the time of inspection. Precautionary samples taken to determine possible airborne contamination.

Client Name: James Lewis
Property Address: 201 Athol Ave #107 , Oakland, CA 94606

Location #2 - Photographs

Photo #1:
Living Room

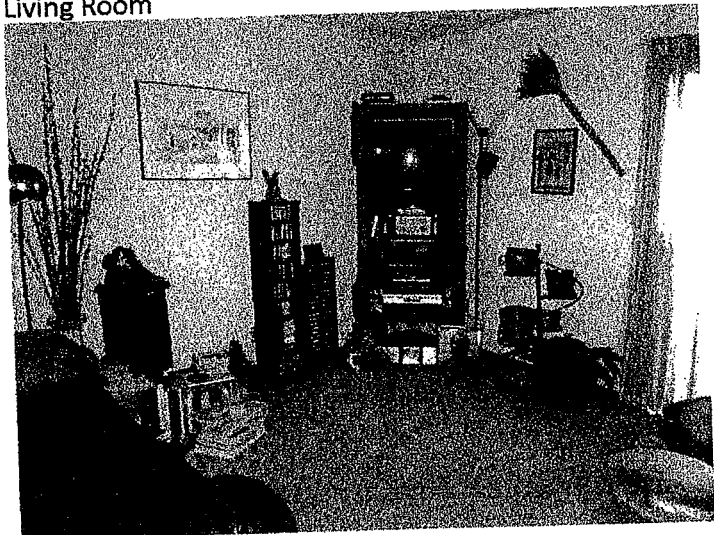


Photo #2:
Living Room

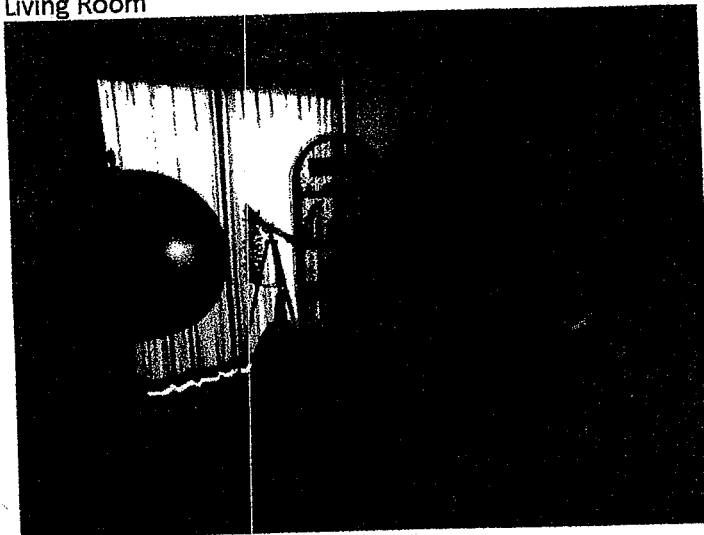


Photo #3:
Living Room

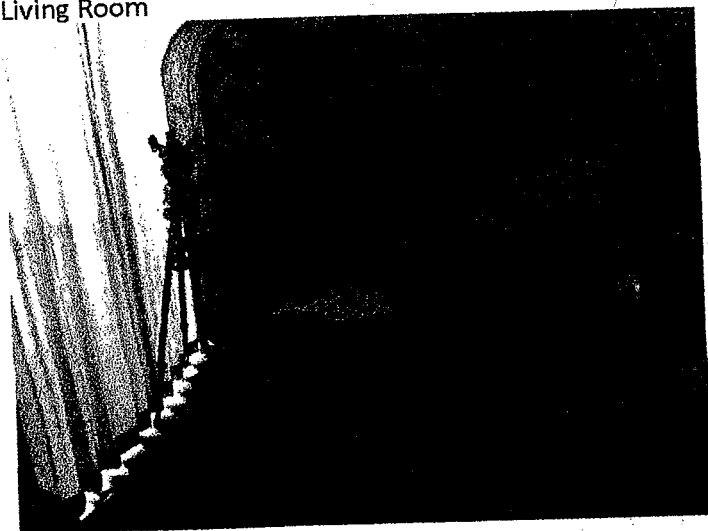


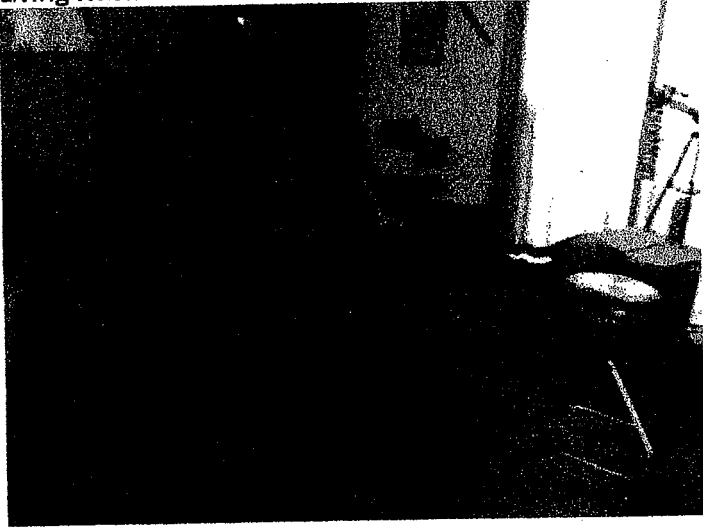
Photo #4:
Living Room



Client Name: James Lewis
Property Address: 201 Athol Ave #107 , Oakland, CA 94606

Location #2 - Photographs

Photo #5-Additional Photo:
Living Room



Client Name: James Lewis
Property Address: 201 Athol Ave #107 , Oakland, CA 94606



Location #3 - Bedroom (Other) - Bedroom-Closet

Sampling

Was Area Sampled? Yes Sample Number: #3

General Information

Area of Concern:	Precautionary air	Dimensions:	16 X 11
Level:	1	Room Furnished?	Yes
Wall Type:	Drywall/Sheetrock	Flooring Type:	Carpet
Ceiling Type:	Drywall/Sheetrock	Sub-Floor Type:	Concrete Slab
Ceiling Height:	8 feet	Window Type:	Sliding
No. of Windows:	1	Window Frame:	Metal

Interior Environmental Variables

Relative Humidity:	< 20 %	Temperature:	54° F
Moisture Detected:	Normal		
Suspected Source of Elevated Moisture:	N/A	Elevated Moisture Source Repaired?	N/A
Damage Duration:	N/A	Musty Odor?	No

Suspected Visible Mold Growth? No - If yes, where: Wall (s) Ceiling Floor Other

Suspected Visible Water Damage? No - If yes, where: Wall (s) Ceiling Floor Other

Description of Problem Area

No visible mold growth or elevated moisture detected at the time of inspection. Precautionary samples taken to determine possible airborne contamination.

000106

Client Name: James Lewis
Property Address: 201 Athol Ave #107 , Oakland, CA 94606

Location #3 - Photographs

Photo #1:
Bedroom/Closet

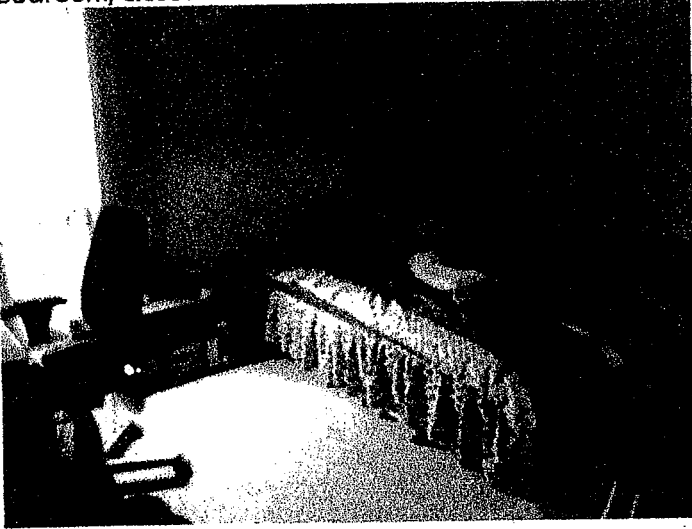


Photo #2:
Bedroom/Closet

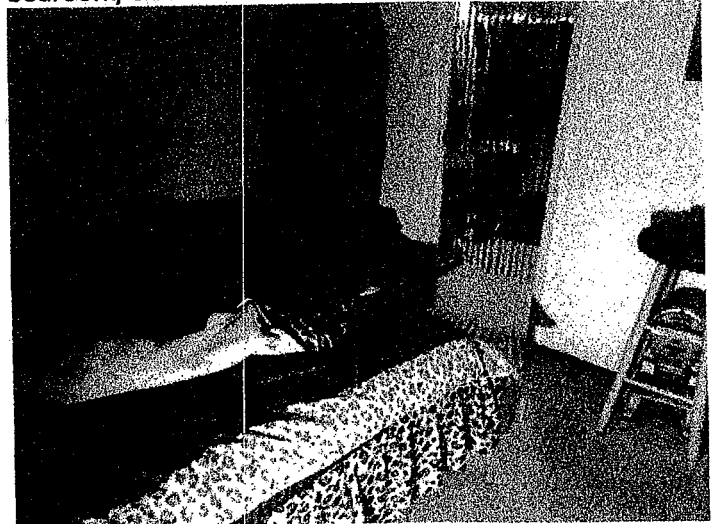


Photo #3:
Bedroom/Closet



Photo #4:
Bedroom/Closet



Client Name: James Lewis
Property Address: 201 Athol Ave #107 , Oakland, CA 94606

Location #3 - Photographs

Photo #5-Additional Photo:
Bedroom/Closet



Photo #6-Additional Photo:
Bedroom/Closet



Location #4 - Photographs

Photo #1:
Bathroom

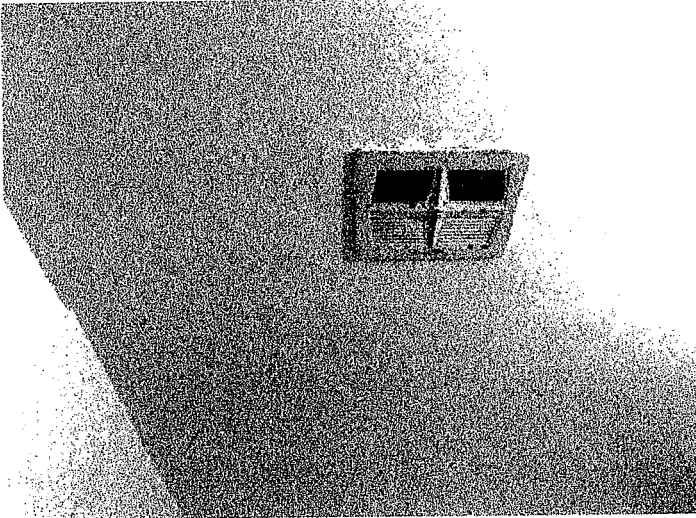


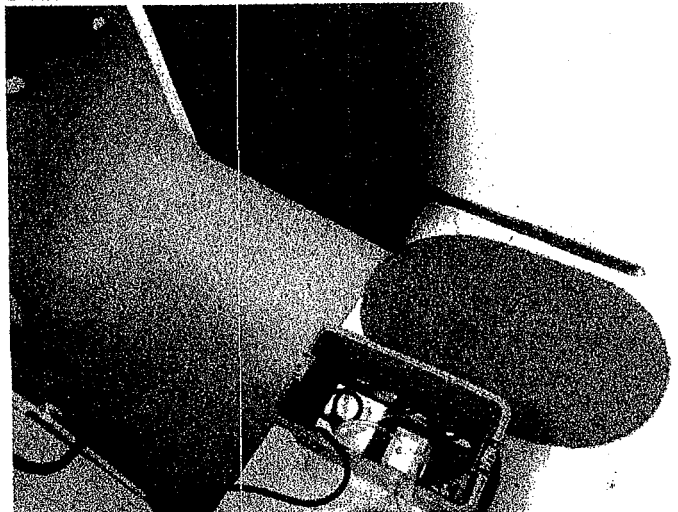
Photo #2:
Bathroom



Photo #3:
Bathroom



Photo #4:
Bathroom



Guidelines for Understanding Laboratory Results

Provided by Nation Laboratories

Air Testing Result Interpretation

Air testing is one of the most common and grounded method for analyzing indoor air quality for the presence of contaminants that could adversely affect the health of a building's occupants. Specially calibrated air testing equipment is used to sample the air. Spore traps are the media used with this testing equipment to rapidly capture airborne particles on an adhesive slide. Air is sucked through a device using a vacuum pump; fungal spores, as well as other airborne particulates, gather on the adhesive slide.

The slides are then analyzed for total spore counts under a direct light microscope at 600X magnification, which does not entail culturing or growing the fungi. The entire (100%) slide is analyzed for particles unless specified otherwise. Some fungal groups produce similar spore types that cannot be distinguished by direct microscopic examination alone, such as *Penicillium/Aspergillus*. Other spore types lack distinguishing features that aid in their identification and are therefore grouped into larger categories such as Ascospores or Basidiospores.

Air samples are evaluated by means of fungal type identification and by comparing indoor and outdoor concentrations. Typically, indoor spore counts should be at or below outdoor spore counts. Higher levels of overall spore counts and/or a specific spore generally indicate independent mold growth in the indoor environment. It is important to note that airborne spore counts are largely influenced by location, season and biotic/abiotic outside conditions; meaning outdoor – and in turn indoor – airborne spore counts will fluctuate from day to day.

It's important to note that rain washes the air clean of many spore types while it assists in the dispersion of others. Sampling on rainy, foggy, or very humid days may result in outdoor counts which are low or have a significantly different distribution of spore types. Generally, rainy day microflora differs from dry, sunny microflora in that levels of ascospores and basidiospores may be increased (sometimes greatly increased). Non-viable methods will reflect this directly with increased counts of ascospores and basidiospores. Culturable (Andersen) sampling may result in increased counts of "non-sporulating" colonies since many ascospores and basidiospores will not sporulate in culture. Sampling on days when there are strong winds also creates problems. Outside counts may be significantly higher than on non-windy days. High outdoor counts may mask small to moderate indoor mold problems since the interpretation is made on the basis of a ratio of indoor/outdoor spore counts.

Raw Count – The physical count of the mold spores present on the air sample slide.

Spores Per Cubic Meter (cts/m³) – is determined by: $\text{Total Spore Count} \times (1000 / (\text{sampling rate}) \times (\text{sampling time}))$

Background Debris – This consists of particulate debris, skin fragments and pollen; is an indication of visibility for the analyst and can resultant difficulty reading the slide. High background debris may obscure small spores such as *Penicillium/Aspergillus*. The chart below quantifies the scale of background debris used for both air and surface samples.

Background Debris Interpretation Chart

Non-Microbial Particulate Debris	Description	Interpretation
None Found (0)	No particles detected.	No particulates on slide.
Rare	Minimal particulate debris, skin fragments or pollen.	Reported values are not affected by debris.
1+	Up to 25% of the slide occluded with particulate debris, skin fragments or pollen.	Non-microbial particulates can mask the presence of fungal spores. As a result, actual values could be higher than the numbers reported. Higher debris ratings increase the probability of this bias.
2+	Up to 50% of the slide occluded with particulate debris, skin fragments or pollen.	
3+	Up to 75% of the slide occluded with particulate debris, skin fragments or pollen.	
4+	Over 75% of the slide occluded with particulate debris, skin fragments or pollen.	Sample could not be read due to excessive debris.

Background Debris – Particulate debris, skin fragments and pollen are all considered background debris that can be found when taking surface samples. Background debris is an indication of the amount of non-biological particulate matter present on the sample. This background material is also an indication of visibility for the analyst and resultant difficulty reading the slide. For example, high background debris may obscure the small spores such as the Penicillium/Aspergillus group. Counts from areas with 4+ background debris are mostly reported as inconclusive due to the limited to zero visibility of fungal structures (if present). Review chart 1-a above for further explanation.

Direct (Surface) Testing Result Interpretation

Surface samples are taken directly, either by tape, swab or bulk sampling and analyzed directly via light microscope at 600X magnification. Some fungal groups produce similar spore types that cannot be distinguished by direct microscopic examination alone, such as *Penicillium/Aspergillus*. Other spore types lack distinguishing features that aid in their identification and are therefore grouped into larger categories such as *Ascospores* or *Basidiospores*.

Mold spores on surface samples are reported on a rare to 4+ scale based on the percentage of the slide each individual spore type covers. Review the chart below for specification.

Surface Sample Laboratory Result Interpretation Chart

Fungal Spore Result	Description	Interpretation
Rare	Minimal mycelial and/or sporulating structures were identified on the sample.	Fungal spores below contamination levels were identified.
1+	Up to 25% of the slide occluded with mycelial and/or sporulating structures.	Any reading 1+ or above indicates mold growth/contamination and will require professional mold remediation.
2+	Up to 50% of the slide occluded with mycelial and/or sporulating structures.	
3+	Up to 75% of the slide occluded with mycelial and/or sporulating structures.	
4+	Over 75% of the slide occluded with mycelial and/or sporulating structures.	

Mold Information

Mold and mold spores are found both indoors and outdoors in the air and on surfaces. They are decomposers of organic matter such as wood, plants, fabric and animals. Where there is decaying organic matter you will find greater concentrations of mold spores.

Outdoor mold spores commonly can enter a building through the air or by becoming attached to people, animals, or other materials that are moved into a building. Mold spores are very small and cannot be seen with the naked eye. A spore is a mold colony's "seed" and is released natural into the environment to colonize. Spores are resilient and are built to with stand extreme environments so the spread of colonization reaches a larger area. Once the mold spores settle on to a viable substrate they will grow into a mold colony. A visible mold colony can house millions of spores. This is more than enough to potentially spread across the interior of a property and cause mold growth where conditions are ideal.

Moisture (water) is the key to mold growth. Moisture in homes is usually caused by high humidity, plumbing problems, flooding or building envelope failures (leaks in the roof, windows and walls). Several other factors, including building design, the local climate, ground moisture, lifestyle of the occupants and the number of occupants, can affect it as well.

Preventing water damage, high humidity and condensation will prevent mold growth. Water damage that is present between 24-48 hours can begin to grow mold. Once severe growth or growth of potentially harmful mold has started, professional removal of the affected materials is recommended to property remediate the property of mold and prevent cross contamination. If materials are improperly removed, or an area is simply wiped clean or painted over on the surface, the spores often will become airborne causing further contamination and become a health for those occupying the property.

Client Name: James Lewis
Property Address: 201 Athol Ave #107 , Oakland, CA 94606



Health Concerns in Regards to Mold Exposure

Everyone is exposed to some mold on a daily basis without evident harm. Whether or not symptoms develop in people exposed to mold depends on the nature of the mold (allergenic, toxigenic or infectious), the exposure level, and the susceptibility of exposed persons. Mold spores primarily cause health problems when they enter the air and are inhaled in large numbers. People can also be exposed to mold through skin contact or ingestion. Susceptibility varies with the genetic predisposition (allergies), age, pre-existing medical conditions, use of immunosuppressive drugs and degree of exposure. The following groups are among those with a higher risk for adverse health effects of mold:

- Infants
- Children
- Elderly
- Pregnant women
- Those with allergies
- Individuals with existing respiratory problems (chemical sensitivity, asthma and others)
- Immune-compromised individuals (those with cancer, AIDS, and other illnesses)
- Individuals recovering from surgery

Common symptoms associated with mold exposure:

- Coughing and Wheezing
- Shortness of Breath/Breathing Difficulties
- Scratchy, Sore or Itchy Throat
- Nasal Congestion
- Runny Nose
- Sneezing
- Asthma Flares
- Itchy, Burning or Watery Eyes
- Headaches
- Sensitive or Itchy Skin
- Skin Rash
- Aches and Pains
- Psychological – Memory Loss/Changes in Mood.

Toxicogenic/Hazardous Molds

Certain types of molds can produce toxins, called mycotoxins that the mold uses to inhibit or prevent the growth of other organisms. Mycotoxins are found in both living and dead mold spores. Common genera of mold considered to be a mycotoxin is *Stachybotrys*, *Penicillium* and *Aspergillus*. Materials permeated with mold need to be removed, per industry standards. Allergic and toxic effects can remain in dead spores. Exposure to mycotoxins may present a greater hazard than that of allergenic or irritative molds. Mycotoxins have been found in homes, agricultural settings, food and office buildings. Usually mycotoxins are found on water damaged building materials that have been neglected or have existed over a prolonged period of time.

Read more about the health classification of mold in the following section.

Health Classification of Mold

When it comes to human health, mold is often classified by the common effects a particular mold has on the health of humans exposed to it. These categories are: Allergenic, Toxicogenic and Infectious. Some mold fall into more than one category.

Allergenic - Is the most common effect and can range from hay fever and asthma all the way to very particular reactions and diseases in certain organs or tissues. Hay fever like symptoms are probably the most common health effects attributed to mold in indoor environments.

Major indoor allergenic mold include: *Cladosporium*, *Alternaria*, *Ulocladium*

Toxicogenic – Mold in this category can manifest themselves in a very wide variety of ways. Most research up to now has been directed at effects that have to do with ingestion (such as by eating contaminated grain), and comparatively little has been studied about inhaled effects. A particular species of *Stachybotrys* (*S. chartarum*) produces a toxin that has been linked to bleeding lung deaths of ten infants in Cleveland. A host of other severe health effects has since been attributed to this toxin, and currently this and very similar toxins produced by other molds (*Memnoniella* and *Trichoderma*) are where much interest has been directed in terms of inhaled toxins.

Major indoor toxin producing mold: *Stachybotrys*, *Memnoniella*, *Trichoderma*, *Aspergillus*, *Penicillium*, *Fusarium*

Infectious - Are potentially the most dangerous and deadly of mold health effects, but mold in general has an inherently difficult time infecting an uncompromised immune system. Many molds won't even grow at normal body temperature. While these infections are rare, infections in compromised individuals are much more common and can be very dangerous and problematic due to the lack of treatment options. Compromised individuals include those whose immune

Client Name: James Lewis
Property Address: 201 Athol Ave #107 , Oakland, CA 94606



system systems are weakened such as (but not limited to) those with AIDS, certain cancers, the very old, the very young, and those undergoing certain drug therapies.

Major infectious indoor mold: *Aspergillus*, *Fusarium*, *Zygomycetes* (includes *Mucor* / *Rhizopus*)

Notes on Identification and Classification

Certain molds, particularly *Chaetomium* and *Arthrinium* (and to a lesser degree *Pithomyces*, *Stemphyllium*, *Torula*, and *Ulocladium*), are important as warning markers. These molds can grow under the same conditions as *Stachybotrys*, and when they are detected in amplified quantities in the indoor air it might be a sign that conditions exist conducive to *Stachybotrys* growth.

Large classes of molds that are reported such as "Ascospores" and "Myxomycetes / Rust / Smut" are generally used to indicate common "outdoor" or plant molds that are currently believed to have little effect on human health. "Basidiospores" are similar, but they are of a little more concern when observed indoors (due to more frequent allergenic properties and as an indicator of water damage or an overly humid environment).

Disclaimer: Diagnosis of a particular health effect should be left to a medical professional. Health effects of mold, in general, are not thoroughly studied, and dosage, exposure, and sensitivity thresholds are not well known and can vary depending on various conditions and on the health and body of particular individuals. Effects will also vary from species to species within a particular mold genus. Many of the negative effects of mold that have been observed recently are the result of modern building design and its lacking adequate ventilation (which can vary from room to room).

Glossary of Terms

When describing situations involving mold indoor air quality we often use terms that can seem technical or industry-specific. To help you better understand some of the terms we use, please refer to the glossary below. Please note, this glossary is intended to provide general information about commonly occurring molds, and is not intended to be a complete source. If you require any further assistance in interpreting your laboratory report, please e-mail projectservices@enviroscsm.com or call 1-888-420-0009.

Air Sampling – Also known as "indoor air quality (IAQ) testing", "air testing", "mold testing" or similar, refers to the process of collecting samples of ambient air and its contents from a selected indoor area of a property. The most commonly accepted method of open-area air sampling involves a specially calibrated air pump machine that regulates air flow across special sampling media that captures (collects) contents from the air. Inner-wall air sampling is another method and involves drilling small holes into a wall. A tube can then be inserted into the wall cavity for the purpose of drawing out air so that its contents can be collected on the sampling media. The sampling media is then analyzed by a laboratory to determine the type of and concentrations of any contents (biological or non-biological) present in the air taken from that area of the property.

Allergen – Any substance that induces an allergy and/or causes hypersensitivity: common allergens include pollen, grasses, dust, and some medications.

Air Testing – See *Air Sampling*

Anti-Fungal – Also group into anti-microbial, anti-fungal refers to the prevention of the growth and spreading of fungi (mold) and its spores. This often involves the use of solvents or chemicals applied to building materials for the prevention of such growth.

Background Debris – Material(s) found on the air sample other than mold spore(s) or mycelia. Examples include skin cells, insect parts, and fibers.

Conidiophore – complex structure that some types of mold spores grow out from. It is somewhat analogous to a flower in plants where the spores would be analogous to seeds. Differentiation between *Aspergillus* and *Penicillium* requires the presence of their conidiophores.

Contaminant – Something that is present in the area that can make an environment or substance impure, unclean or uninhabitable.

Cross-Contamination – Is the transfer of a contamination from one area to another area through either physical contact or air exchange. Cross-contamination involving mold can occur when it is on a surface or airborne. Surface cross-contamination occurs when the mold directly touches a person or object that then transfers to a different area of the property. Air cross-contamination occurs when the air in an area contaminated with airborne mold spores exchanges with an area of low or no airborne mold spores. Once occupying a new area, the cross-contaminated mold may come

into contact with the resources it needs to begin new growth (a new colony) or a person who could suffer from adverse health effects.

Fibers – Fibers from non-biological sources such as carpets or clothing.

Fungi – Also known as "fungus" or "mold", fungi is a diverse group of single-celled organisms that also include mushroom, smuts, rusts and yeasts. They are decomposers of organic matter such as wood, plants, fabric and animals and can be found both indoors and outdoors. To survive, fungi basically need organic nutrients, moisture and oxygen.

HVAC – Heating, Ventilation, and Air Conditioning (HVAC) systems are possible reservoirs for mold growth.

Hyphal-like fragments (high-full) - filamentous, branched structures with cell walls. Hyphae are somewhat analogous to roots or stems in plants whereas the spores would be analogous to the seeds. (A conidiophore would be somewhat analogous to the flower).

IAQ – See *Indoor Air Quality*

Immunocompromised – Individuals whose immune systems are weakened and susceptible to opportunistic pathogens, including but not limited to those with AIDS, certain cancers, the very old, the very young, or those undergoing immunosuppressive drug therapy.

Indoor Air Quality – Or IAQ, refers to the air quality within (and sometimes around) a building or enclosed structure, as it relates to the health, safety and comfort to the building's occupants. Having poor indoor air quality is also referred to having indoor air pollution. Air that is unclean or contains contaminants that are allergenic, pathogenic, carcinogenic or toxigenic are known to reduce the quality of air when they become airborne. The most common of these contaminants include mold, dust and dust mites, pollens and other plant matter, asbestos fibers, lead particles, radon gas, carbon monoxide gas and volatile organic compounds. There are a variety of causes for poor indoor air quality, some being building materials used for a property, building design and age, environmental factors such as temperature and humidity that can breed mold or other biological contaminants, geographic location, outside pollution, poor ventilation and lack of building cleanliness.

Indoor Air Quality Testing – See *Air Sampling*

Industrial Hygienist – A professional who monitors exposure to environmental factors that can affect human health. Examples of environmental factors include chemicals, heat, asbestos, noise, radiation, and biological hazards.

Infrared Thermal Imaging – The use of specialized digital infrared imaging equipment to detect variances in the infrared light spectrum that can indicate the presence of moisture, mold or water damaged building material.

Marker Spores/Mold - Mold types, such as *Chaetomium* and *Stachybotrys*, that when found indoors, even in moderate numbers are an indication of indoor mold growth.

Common Types of Mold

Below is a list of the most common types of mold found in the United States. This is not a complete list of mold species, nor all of the types that are present in the US. They are the most dominant types found in nature and in properties.

Beauveria (*bow-vary-uh*) – contaminant, known to be pathogenic in animals and insects. Rarely involved in human infection.

Botrytis (*bow-try-tus*) – contaminant, parasitic on plants and fruits. Rarely involved in human infection, but it is reported to be allergenic.

Chaetomium (*k-toe-me-um*) – contaminant, rarely involved in systemic and cutaneous disease and sometimes reported to be allergenic. Some species can produce toxins, and there is some research interest on whether these toxins can cause cancer. Primary IAQ importance is currently related to that it will grow in the same conditions as *Stachybotrys* (wet cellulose) and amplified amounts in indoor air could be a warning that conditions do exist for *Stachybotrys* growth. Many times on damp sheetrock paper, colonies of *Chaetomium* and *Stachybotrys* will be growing on top of one another or side by side (this can also be an important consideration when doing tape lifts of sheetrock because most of the time the colonies are not distinguishable by the naked eye – the small area that is sampled might be a pure colony of just *Chaetomium* even though numerous colonies of *Stachybotrys* might exist.)

Chrysonilia (*kris-o-nil-ee-a*) – contaminant, brightly colored, fast growing mold, which spreads easily through contamination. Health effects are not yet known. It is found in soil, breads, and contaminated laboratory cultures.

Cladosporium (*clad-oh-spore-ee-um*) – common allergen / contaminant / very rarely pathogenic, found everywhere, many times the most common and numerous mold found in outdoor air. Indoor concentrations are usually not as high, but it is an important airborne allergen and common agent for hay fever, asthma, and other allergy related symptoms. Chronic cases may develop emphysema. It can thrive in various indoor environments, appearing light green to black.

Curvularia (*curve-you-lair'-ee-uh*) – contaminant / opportunistic pathogen, found in air, soil and textiles. Reported to be allergenic. Rare infections of corneas, nails, and sinuses, primarily in immunocompromised individuals.

Dematiaceous mold (*dim-ah-tie-ay-shush*) – a very generic morphological description used for various brown molds (mainly on tape-lifts) that cannot be identified because of undistinguishable spores \ structures or because of too much environmental damage to the mold structures. This identification generally excludes many of the common toxic and more infectious molds found indoors, but on some occasions when the mold is very weathered or damaged, this category could potentially include mold from *Alternaria*, *Epicoccum*, *Ulocladium* or others.

Drechslera (*dresh-lair'-uh*) / **Bipolaris** (*by-pole-air'-us*) – contaminant/opportunistic pathogen, found in soil. Allergenic and the most common agent for allergic fungal sinusitis. Various but uncommon infections of the eye, nose, lungs and skin.

Epilobium (*epp-ee-cock'-um*) – contaminant / opportunistic pathogen, found in soil, air, water and rotting vegetation and can be commonly found in outdoor air. It is a common allergen, and rarely it can cause an infection in the skin.

Exophiala (*ex-oh-fy'-all-uh*) – contaminant / opportunistic pathogen. Commonly found in soil, decaying wood, and various other wet materials because it thrives in water laden environments. Indoors it can be found in air conditioning systems, humidifiers, and other surfaces in frequent contact with moisture. Some species linked to occasional skin infections and various other subcutaneous lesions. Allergenic effects and toxicity are not well studied.

Fusarium (*few-sarh-ee-um*) – contaminant / opportunistic pathogen, found on fruit, grains and is common in soil. Indoors it sometimes contaminates humidifiers. Associated with as eye and various other infections in immunocompromised individuals and particularly burn patients. Produces a variety of toxins mainly important when ingested, particularly thru contaminated grain products.

Geotrichum (*gee-oh-trick-um*) – contaminant, commonly found in dairy products and found as a normal part of human flora. There are some reports of infection in compromised hosts, but most of these are not well documented.

Gliocladium (*glee-oh-clay'-dee-um*) – contaminant, found widespread in soil and decaying vegetation. Similar to Pencillium, but there are no reports of infections in humans or animal. There are some reports of allergies.

Memmoniella (*mem-non-ee-el-la*) – contaminant, found most often with Stachybotrys on wet cellulose. Forms in chains, but it is very similar to Stachybotrys and sometimes is considered to be in the Stachybotrys family. Certain species do produce toxins very similar to the ones produced by Stachybotrys chartarum and many consider the IAQ importance of Memmoniella to be on par with Stachybotrys. Allergenic and infectious properties are not well studied.

Mucor (*mhew'core*) – contaminant / opportunistic pathogen, found in soil, decaying vegetation, and animal dung. It is common to find some spores in normal house dust. It's a minor allergen and can cause Zygomycoses and lung infections in compromised individuals.

Myxomycete (*mix-oh'-my-seat*) / **Rust** / **Smut** – general category for commonly found genera usually associated with living and decaying plants as well as decaying wood. Sometimes can be found indoors. Some allergenic properties reported, but generally pose no health concerns to humans or animals.

Paecilomyces (*pay-sill-oh-my-sees*) – contaminant / opportunistic pathogen, found worldwide in soil and decaying vegetation, associated with pulmonary and sinus infections in those who had organ transplants, as well as inflammation of the cornea. Some reports of allergies, humidifier associated illnesses, and pneumonia.

Penicillium (*pen-uh-sill'-ee-um*) – contaminant / opportunistic pathogen, one of the most common genera found worldwide in soil and decaying vegetation and indoors in dust, food, and various building materials. Common bread mold is a species of Penicillium. Spores usually cannot be distinguished from Aspergillus on non-cultured samples (like tape-lifts and air-o-cells). It is reported to be allergenic, to cause certain infections in compromised individuals, and some species do produce toxins unhealthy to humans.

Phoma (*fo'-mah*) – contaminant / opportunistic pathogen, found on plant material and soil. Reported to be a common allergen found indoors on painted walls (including the shower) and on a variety of other surfaces including cement, rubber, and butter. Some believe its effect on indoor air is not that significant because its spores do not travel well via air currents. Some species are linked to occasional eye, skin, and subcutaneous infections.

Pithomyces (*pith-oh-my-sees*) – contaminant, found on decaying plants, especially leaves and grasses. Rarely found indoors, but it can grow on paper. No reports of allergies or infections, but some species produce a toxin that causes facial eczema in sheep.

Rhizopus (*rye-zo-puss*) – contaminant / opportunistic pathogen, found in soil, decaying vegetation, and animal dung. It is reported to be allergenic, and some consider it a major allergen often linked to occupational allergy. It can cause Zygomycoses and other infections in compromised individuals.

Scopulariopsis (*scope-you-lair-ee-op'-siss*) – contaminant / opportunistic pathogen, found world wide in soil and decaying vegetation and often be found indoors on various materials. Usually is only a contaminant but some reports of allergies and an as agent for certain types of nail infections.

Stachybotrys (*stack-ee-bought-ris*) – contaminant, found indoors primarily on wet cellulose containing materials. It is the "toxic black mold" that has garnered much media attention. Stachybotrys is sometimes difficult to detect indoors because many times it will grow unseen on the back of walls or in the wall cavity with little disturbance that would cause it to be detected. This is potentially also when it is of most health concern: when it covers entire wall areas and constantly produces toxins undetected. Areas with relative humidity of 55% that are subject to temperature fluctuations are ideal for toxin production. Individuals with chronic exposure to the toxin produced by this fungus reported cold and flu symptoms including sore throats, diarrhea, headaches, fatigue, dermatitis, intermittent hair loss and generalized malaise. Exposure to the toxin may also exacerbate allergic type symptoms, especially in persons who have a history of hypersensitivity diseases such as asthma, pneumonitis and severe sinusitis. Allergic rhinitis and conjunctivitis may be other conditions exhibited. The toxin produced by this fungus may suppress the immune system. Species of Stachybotrys earned considerable notoriety in recent years due to their production of potent toxins in indoor environments. They have been linked to some cases of infant deaths in moldy buildings. A host of other toxic reactions in humans are also linked to it. Symptoms usually disappear after all contaminated materials are removed. This mold is rarely pathogenic for humans. Ref: Jong and Davis, 1976.

Stemphylium (*stem-fill-ee-um*) – contaminant, reported to be an allergen. Rarely grows indoors, but can grow on cellulose materials like paper.

Syncephalastrum (*sin-sef-al-os-trum*) – primarily a contaminant, often found in the soil of warm, moist climates. Very rarely involved in infections.

Taeniocella (*tan-o-ee-el-la*) – contaminant, little is known concerning allergenic properties or toxicity. Primarily grows on wood.

Trichoderma (*trick-oh-derm-uh*) – contaminant / opportunistic pathogen, found in soil. Can be found indoors on cellulose materials like paper and in kitchens on various ceramic items. Human infections are rare but some have been reported in immune suppressed patients. It is reported to be allergenic though some report these effects to be rare. It can produce toxins very similar to those produced by *Stachybotrys chartarum*, and because of this it is considered an important mold in IAQ investigations.

Torula (*tore-you-law*) – primarily a contaminant, but it is reported to be allergenic. Can be found indoors on cellulose containing material.

Ulocladium (*you-low-clay-dee-um*) - contaminant, found everywhere. Can grow indoors on various materials including paper, but requires more water than some other molds. It is reported to be a major allergen.

Verticillium (*ver-ti-sill-ee-um*) – primarily a contaminant found in soil and decaying plants. Health effects are not well studied. A few sources report it as a very rare cause of cornea infections.

Zygomycetes (*zy-go-my-seets*) – large class of genera that includes *Mucor* and *Rhizopus*. Some species may cause infections and zygomycosis in compromised individuals, and some species may be major allergens. The category Zygomycete on reports is a morphological identification when the particular genus cannot be identified. Particularly on non-cultured samples such as tape-lifts and air-o-cells, many Zygomycete spores and even other clear round spores are indistinguishable by genus.

Scope and Limitations

The report is intended to provide you with information concerning the condition of the property at the time of inspection. Please read the report carefully. If any item is unclear, please request clarification. It is recommended that you obtain as much history as is available concerning this property when drawing conclusions about the meaning this report. This historical information may include copies of any seller's disclosures, previous inspection engineering reports, reports performed for or by relocation companies, municipal inspection departments, lenders, insurers, and appraisers. You should attempt to determine whether repairs, renovation, remodeling, additions or other such activities have taken place at this property.

Property conditions change with time and use. Since this report is provided for the specific benefit of the client(s), secondary readers of this information should hire a licensed inspector or technician to perform tests or inspections to meet their specific needs and obtain current information concerning this property. All information contained within this report is presented as in based upon the observations of the inspector and subsequent laboratory analysis.

This report is not intended to provide medical advice or advice concerning the relative safety of an indoor environment. An experienced occupational or environmental health professional should be consulted for any medical advice concerning mold and your health.

Client Name: James Lewis
Property Address: 201 Athol Ave #107 , Oakland, CA 94606



Resources

www.cdc.gov/mold/faqs.htm

Center for Disease Control and Prevention (CDC) – Mold resources

www.caiepa.ca.gov

California Environmental Protection Agency – California IAQ resources

www.indoorea.com

Indoor Environmental Association (IEA) – Industry guidelines and IAQ information

www.health.state.ny.us

New York State Department of Health – New York IAQ resources

www.nih.gov

National Institutes of Health – Information regarding environmental health issues, including IAQ

www.indoorrestore.com/resources/renters-rights/

Renter's Rights with Mold – Articles on the rights of tenants with mold issues




CITY OF OAKLAND RENT ADJUSTMENT PROGRAM P.O. Box 70243 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	For filing stamp. <div style="text-align: center;"> RECEIVED DEC 29 2015 OAKLAND RENT ADJUSTMENT </div>
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Please Fill Out This Form As Completely As You Can. Failure to provide needed information may result in your response being rejected or delayed.

CASE NUMBER T 15-0576

OWNER RESPONSE

Please print legibly.

Your Name <i>James Lewis</i>	Complete Address (with zip code) <i>1035 Underhills Road Oakland, CA 94610</i>	Phone:  Email: 
Your Representative's Name (if any)	Complete Address (with zip code)	Phone: _____ Fax: _____ Email: _____
Tenant(s) name(s) <i>James Kellybrew</i>	Complete Address (with zip code) <i>201 Athol #107 Oakland, CA 94606</i>	

Have you paid for your Oakland Business License? Yes No Number 3260046
 (Provide proof of payment.)

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

There are 22 residential units in the subject building. I acquired the building on 04/29/05.

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

I. RENTAL HISTORY

The tenant moved into the rental unit on 12/94.

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

Have you (or a previous Owner) given the City of Oakland's form entitled **NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM ("RAP Notice")** to all of the petitioning tenants?
 Yes No I don't know If yes, on what date was the Notice first given? 04/2005

Is the tenant current on the rent? Yes No

If you believe your unit is exempt from Rent Adjustment you may skip to **Section IV. EXEMPTION**.

N/A

If a contested increase was based on **Capital Improvements**, did you provide an **Enhanced Notice to Tenants for Capital Improvements** to the petitioning tenant(s)? Yes ____ No ____ . If yes, on what date was the Enhanced Notice given? _____. Did you submit a copy of the Enhanced Notice to the RAP office within 10 days of serving the tenant? Yes ____ No ____ . Not applicable: there was no capital improvements increase. _____

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

Date Notice Given (mo/day/year)	Date Increase Effective (mo/day/year)	Amount Rent Increased		Did you provide NOTICE TO TENANTS with the notice of rent increase?
		From	To	
9/22/15	11/1/15	\$ 906 ⁰⁰	\$ 921 ⁰⁰	<input type="checkbox"/> Yes <input type="checkbox"/> No
9/25/14	11/1/14	\$ 890 ⁰⁰	\$ 906 ⁰⁰	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
9/30/13	11/1/13	\$ 872 ⁰⁰	\$ 890 ⁰⁰	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
9/28/12	11/1/12	\$ 847 ⁰⁰	\$ 872 ⁰⁰	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
7/31/11	9/1/11	\$ 831 ⁰⁰	\$ 847 ⁰⁰	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
7/31/10	9/1/10	\$ 810 ⁰⁰	\$ 831 ⁰⁰	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

II. JUSTIFICATION FOR RENT INCREASE

You must prove that each contested rent increase greater than the Annual CPI Adjustment is justified and was correctly served. Use the following table and check the applicable justification(s) box for each increase contested by the tenant(s) petition. For a summary of these justifications, please refer to the "Justifications for Increases Greater than the Annual CPI Rate" section in the attached Owner's Guide to Rent Adjustment.

None of the rent increase exceed the annual CPI

Date of Increase	Banking (deferred annual increases)	Increased Housing Service Costs	Capital Improvements	Uninsured Repair Costs	Fair Return	Debt Service (if purchased before 4/1/14)
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

Rent Increases (continued)

Date of Notice	Effective Date	Amount From	To	RAP Notice
4/30/09	6/1/09	\$ 785	\$ 831	yes
7/30/08	9/1/08	\$ 760	\$ 785	yes
4/30/07	6/1/07	\$ 719	\$ 760	yes
5/1/06	6/1/06	\$ 655	\$ 719	yes
4/19/05	6/1/05	\$ 620	\$ 655	yes

III. DECREASED HOUSING SERVICES

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

IV. EXEMPTION

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

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

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

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

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

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

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

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

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

V. IMPORTANT INFORMATION

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

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

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

VI. VERIFICATION

Owner must sign here:

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

James Lewis
Owner's Signature

12/9/15
Date

VII. MEDIATION AVAILABLE

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

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

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

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

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

Owner's Signature

Date

James Lewis
1035 Underhills Road
Oakland, CA 94610

FYI

December 9, 2015

City of Oakland-RAP
P.O. Box 70243
Oakland, CA 94612 2043

RE: Tenant Petition received Nov. 25, 2015
Case # T15-0576 - James Kellybrew
201 Athol Ave #107, Oakland CA 94606

To Whom It May Concern,

Despite the date of the petition, we did not receive it until November 25, 2015, perhaps because it was not sent to our office listed above. Melinda Marchi had received a call from Mr. Kellybrew in late October and reported it to Dagoberto Lopez, our maintenance supervisor, who scheduled repairs to be done on November 1, 2015, which were completed. After receiving the petition we notified Mr. Kellybrew with a 24 hr Notice to Enter on December 1, 2015 that a certified mold specialist and our maintenance supervisor would inspect his apartment for leaks, mold, and any other repairs. This was done on December 2, by Indoor Restore Environmental Services, a Certified Mold Remediation Company, License #988094. We have contracted with this company to remediate the moisture and mold issues. They guarantee their work for 10 years and will do additional testing after completion.

Sincerely,

James Lewis
Melinda Marchi
Owners

000131

T15-0574 KM/LM

<p>CITY OF OAKLAND RENT ADJUSTMENT PROGRAM Mail To: P. O. Box 70243 Oakland, California 94612-0243 (510) 238-3721</p>	<p>For date stamp: RENT ADJUSTMENT PROGRAM 2015 OCT 29 PM 3:26</p>
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Please Fill Out This Form As Completely As You Can. Failure to provide needed information may result in your petition being rejected or delayed.

TENANT PETITION

Please print legibly

Your Name Kellybrew, James	Rental Address (with zip code) 201 Athol Avenue #107 Oakland, Ca. 94606	Telephone [REDACTED]
Your Representative's Name	Mailing Address (with zip code)	Telephone
Property Owner(s) name(s) Jim Lewis Mark Roemer	Mailing Address (with zip code) P.O. Box 20545 Oakland, Ca. 94620	Telephone (510) 452-0386 653-6494

Number of units on the property: 22

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

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

	(a) The increase(s) exceed(s) the CPI Adjustment and is (are) unjustified or is (are) greater than 10%.
	(b) The owner did not give me a summary of the justification(s) for the increase despite my written request.
	(c) The rent was raised <u>illegally</u> after the unit was vacated (Costa-Hawkins violation).
	(d) No written notice of Rent Program was given to me together with the notice of increase(s) I am contesting. (Only for increases noticed after July 26, 2000.)
	(e) 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.
✓	(f1) The housing services I am being provided have decreased. (Complete Section III on following page)
✓	(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>
	(g) The contested increase is the second rent increase in a 12-month period.
	(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.
	(i) My rent was not reduced after the expiration period of the rent increase based on capital improvements.
	(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).
	(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: 12/94 Initial Rent: \$ 550.00 /month

When did the owner first provide you with a written NOTICE TO TENANTS of the existence of the Rent Adjustment Program (RAP NOTICE)? Date: 4/05. 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		
9/22/15	11/1/15	\$906.00	\$921.00	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
9/25/14	11/1/14	\$890.00	\$906.00	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
9/30/13	11/1/13	\$872.00	\$890.00	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
9/28/12	11/1/12	\$ 847 .00	\$872.00	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
7/31/11	9/1/11	\$831.00	\$847.00	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
7/31/10	9/1/10	\$810.00	\$831.00	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" 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: 707-0135



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.

James Kelly
Tenant's Signature

10/29/15
Date

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

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

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

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

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

Tenant's Signature

Date

VI. IMPORTANT INFORMATION:

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

File Review

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

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

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

Ren' Increases (cont.)

Date of Notice	Effective Date	Amount		Conducting	RAP Notice	Lead/old Sign
		From	To			
4/30/09	6/1/09	\$785.00	\$831.00	No	Yes	
7/30/08	9/1/08	\$760.00	\$785.00			
4/30/07	8/1/07	\$719.00	\$760.00			
5/1/06	6/1/06	\$655.00	\$719.00			
4/19/05	6/1/05	\$620.00	\$655.00			

Decreased Services

I first noticed water along the edges of my bathroom sink on 10/16/15 and initially thought it was a faucet valve leak that had been repaired in the past but still continues to leak at times. Later upon closer inspection I found there was actually a slow drip coming from the medicine cabinet above the sink. I called Athol, LLC on 10/19/15 and spoke with Melinda (admin. staff) and informed her of the situation. She told me she would pass the information on to have someone come to assess any damages. I have not heard back from anyone since. This seems to be their general response to dealing with me or my concerns over the past years. There has been at least (3) past incidences of this nature over the past 10-12 years. I continue to smell what seems like mold and mildew in my bathroom and bedroom closet which is adjacent to the bathroom, particularly after using the shower. I am requesting that my resident unit be inspected for the contaminants.

Addendum

- ① Both the bathtub and sink faucets in the bathroom continue to leak after repairs in the past. In repairing the bathtub faucet drip, the wall panel was removed, the hot/cold channels were reversed and the panel was put back on with the faucet sticking out away from the panel (not as it had been). Also a plaster based caulk rather than a rubberized type was used to seal around the outer bottom edge of the bathtub & toilet base, which in short time had dried up and cracked.
- ② I have continually had to deal with bug problems. In the past year I have even experienced seeing bugs inside the light glow (cover) in the kitchen, presumably coming ~~from~~^{thru} the ceiling.

CHRONOLOGICAL CASE REPORT

Case No.: T15-0420
Case Name: Sabrah v. Beacon Properties
Property Address: 37 Moss Avenue, Unit #10, Oakland, CA
Parties: Waleed Sabrah (Tenant)
Beacon Properties (Landlord Representative)

TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petitions filed	August 11, 2015
Landlord Response filed	September 11, 2015
Dismissal Issued	February 17, 2016
Tenant Appeal filed	March 8, 2016

2016 MAR - 8 PM 4:29

2016 FEB - 8 PM 1:00

City of Oakland Residential Rent Adjustment Program 250 Frank Ogawa Plaza, Suite 5313 Oakland, California 94612 (510) 238-3721	APPEAL
--	---------------

Appellant's Name Waleed Sabrah	Landlord Tenant <input checked="" type="checkbox"/>
--	--

Property Address (Include Unit Number) 37 Moss Ave Unit #10, Oakland, CA 94610
--

Appellant's Mailing Address (For receipt of notices) 37 Moss Ave Unit #10, Oakland, CA 94610	Case Number T15-0420 Date of Decision appealed 01/28/2016
--	--

Name of Representative (if any)	Representative's Mailing Address (For notices)
--	---

I appeal the decision issued in the case and on the date written above on the following grounds:
(Check the applicable ground(s). Additional explanation is required (see below). Please attach additional pages to this form.)

1. **The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations or prior decisions of the Board.** *You must identify the Ordinance section, regulation or prior Board decision(s) and specify the inconsistency.*
2. **The decision is inconsistent with decisions issued by other hearing officers.** *You must identify the prior inconsistent decision and explain how the decision is inconsistent.*
3. **The decision raises a new policy issue that has not been decided by the Board.** *You must provide a detailed statement of the issue and why the issue should be decided in your favor.*
4. **The decision is not supported by substantial evidence.** *You must explain why the decision is not supported by substantial evidence found in the case record. The entire case record is available to the Board, but sections of audio recordings must be pre-designated to Rent Adjustment Staff.*
5. **I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim.** *You must explain how you were denied a sufficient opportunity 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.*
6. **The decision denies me a fair return on my investment.** *You must specifically state why you have been denied a fair return and attach the calculations supporting your claim.*

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7. Other. You must attach a detailed explanation of your grounds for appeal. Submissions to the Board are limited to 25 pages from each party. Number of pages attached 2. Please number attached pages consecutively.

8. **You must serve a copy of your appeal on the opposing party(ies) or your appeal may be dismissed.** I declare under penalty of perjury under the laws of the State of California that on 02/08, 2016, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<u>Name</u>	Beacon Properties
<u>Address</u>	466 40th St.,
<u>City, State Zip</u>	Oakland, CA 94609
<u>Name</u>	
<u>Address</u>	
<u>City, State Zip</u>	

	
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE 02/08/2016

IMPORTANT INFORMATION:

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

- Appeals filed late without good cause will be dismissed.
- You must provide all of the information required or your appeal cannot be processed and may be dismissed.
- Anything to be considered by the Board must be received by the Rent Adjustment Program by 3:00 p.m. on the 8th day before the appeal hearing.
- The Board will not consider new claims. All claims, except as to jurisdiction, must have been made in the petition, response, or at the hearing.
- The Board will not consider new evidence at the appeal hearing without specific approval.
- You must sign and date this form or your appeal will not be processed.

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM
2017 JAN -4 PM 2: 35

REGARDING THE PREVIOUSLY FILED ATTACHMENT TO APPEAL

CASE NUMBER: T15-0420, Sabrah v. Beacon Properties

PROPERTY ADDRESS: 37 Moss Ave., Unit #10, Oakland, CA 94610

Dear Program Manager,

Following on our telephonic conversation yesterday, please find the corrected/modified attachment to appeal in the above mentioned case. Please, disregard the initial attachment that was filed with the appeal form.

Thank you for your help and understanding.

Appellant,

A handwritten signature in black ink, appearing to read "Waleed Sabrah", is written over a circular stamp or mark.

Waleed Sabrah

2017 JAN -4 PM 2: 35

ATTACHMENT TO APPEAL

CASE NUMBER: T15-0420, Sabrah v. Beacon Properties

PROPERTY ADDRESS: 37 Moss Ave., Unit #10, Oakland, CA 94610

This is an appeal of the Hearing Officer's decision on appellant's petition to challenge rent increase and decreased housing services.

INTRODUCTION:

Tenant filed timely petition challenging rent increase and decreased housing services. Later the parties stipulated to continuance of the hearing. Despite this stipulation, the Hearing officer proceeded with the hearing dismissing tenant's petition. However, the hearing officer violated the hearing process as mandated by OMC as demonstrated herein.

Grounds:

- 1- The Hearing Officer violated the parties' right to mutually postpone the hearing pursuant to Rent Adjustment Ordinance Regulation 8.22.110(A)(4) which states:

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

It is crystal clear as plainly as it could be, that the parties have the undisputed right to *mutually* agree to postpone the hearing upon only and just only a written notification to the program, nothing else, not but, no contingencies. Definitely, indeed, the parties did just that when they JOINTLY notified the Rent Arbitration Program office in writing of their mutual agreement to postpone the hearing on February 4th, 2016. Said notice is part of the record and is made part of this instrument.

Consequently, the Hearing Officer lacked jurisdiction to commence the hearing on that mutually postponed date by the parties; therefore, any decision rendered based on such is unlawful.

2- The Hearing Officer commenced the hearing in violation of the rules of Hearing Procedure as mandates by O.M.C., the Regulation and California Administrative Procedures Act:

The Hearing Officer stated that “the hearing proceeded as scheduled on February 11, 2016 at 10:00 a.m.”. The Hearing Officer also cited testimony by the owner’s representative.

The Hearing officer was required to record the proceedings, to place the appearing parties’ completed written Notice of Appearance into the record, and to administer an oath before taking oral testimony as mandated by the **Rent Adjustment Ordinance Regulation 8.22.110. Subsections:**

C.1. in part states:

”All proceedings before a Hearing Officer or the Rent Board, except mediation sessions, shall be recorded by tape or other mechanical means.

E.1. states:

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

E.2. states:

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

O.M.C. § 8.22.110 Hearing procedures states:

B. Hearings.

1. All hearings on petitions shall be open to the public and recorded;

D. Time of Hearing and Decision.

3. The decision of the examiner shall be based entirely on evidence placed into the record.

Irrefutably, upon examination of the file, and according to both Esther Rush, Rent Adjustment Program staff, and Connie Taylor, the program manager, there is no record; neither the proceedings were recorded, nor a Notice of Appearance and oath, as mandated by the Regulation, was completed by the appearing parties.

For all the above, not only the hearing proceeding as conducted was a material violation of the Rent Adjustment Ordinance Regulation, but also a material violation of the California Administrative Procedures Act, therefore, as a matter of law and due process, the entire hearing was conducted unlawfully, therefore, any evidence presented at the hearing was inadmissible and illegal, which consequently renders any decision null and void.

Conclusion:

Constitutionally as well as legally, a process based on flaw is flawed and invalid. Not only Appellant' rights were materially violated, but also the hearing procedures were materially violated, and the entire process was unjust and nothing less than an express abuse of power and authority, or at best misinterpreting of both.

Nevertheless, where the unjust remains uncorrected, the irreversible harm to Appellant is perpetual legally and financially.

Therefore, Appellant hereby requests the dismissal to be vacated and the petition to be remanded for hearing.

ATTACHMENT TO APPEAL

CASE NUMBER: T15-0420, Sabrah v. Beacon Properties

PROPERTY ADDRESS: 37 Moss Ave., Unit #10, Oakland, CA 94610

This is an appeal of the Hearing Officer denial of appellant request to postpone the hearing set for February 11th, 2016 and the dismissal of the decrease housing services claim.

The hearing officer erred in multiple grounds as follows:

- 1- The hearing officer erred in determining that tenant's request was "not at his earliest opportunity".
Rent Adjustment Regulation 8.22.110(A)(3) states:
("A request for a postponement of a hearing must be made in writing at the earliest date possible after receipt of the notice of hearing with supporting documentation attached.")
Appellant stated under penalty of perjury that he "only realized this week...etc", thus indeed he filed his petition accordingly at the earliest date possible as required by the Regulation, since appellant's prior unawareness of the conflict made it impossible for him to submit the request earlier than it was possible.

- 2- The hearing officer erred in contending that "tenant's didn't show "extraordinary circumstances"".
The officer relied incorrectly on Rent Adjustment Regulation 8.22.110(A)(2)(b) instead of 8.22.110(A)(2)(c).
Rent Adjustment Regulation 8.22.110(A)(2)(c) states in part:
("Any other reason that makes it impractical to appear at the scheduled date due to unforeseen circumstances or verified prearranged plans that cannot be changed.")
The elements cited under this section are "impractical to appear", and "unforeseen or prearranged plans". The expo is only held once a year, thus if appellant misses this year's exhibitors, he has to wait till next year. This year is held between February 9th and the 11th the day of the hearing. Appellant had no control over the date of the expo nor can he reschedule it. Appellant's appointments were set by the exhibitors to demo their equipment which appellant, also, had no control over the availability of those exhibitors, nor does appellant retain the ability to change these appointments.

Additionally, the hearing officer's theory that appellant could attend the expo and return to attend the hearing at 10AM not only is impractical, but rather would deprive appellant of his well being by requiring him to travel back and forth nonstop for long exhausting hours without the opportunity to rest, which would significantly strain appellant's health, and subsequently his ability to effectively present his case.

On the other hand, as the hearing is scheduled early morning on the 11th, which implies practically that appellant has to be back in Oakland the day before, thus any travel plan back to Oakland whether by road or by air has to commence on the morning of the 10th to allow appellant some rest before the hearing, which realistically means that appellant can only attend the expo and the appointments of the 9th and would have to cancel those appointments on the 10th and 11th,

It should be noted that the expo is very huge, and even the three days aren't enough to explore it all.

Even the landlord, who is the adverse party to appellant, did understand appellant's "extraordinary circumstances", therefore stipulated to the request for postponement.

- 3- The hearing officer erred by denying the parties the opportunity to mediate their dispute privately:

The hearing officer was notified on the first request that the parties reached a contingent settlement agreement that if the demanded repairs are performed to the satisfaction of the tenant, this petition on its entirety would be withdrawn. As a separate ground for postponement, appellant did specifically state that "the parties still working out the details of the needed repairs."

For all the above appellant prays for the reversal of the hearing officer's denial to postpone the hearing and vacating the dismissal of the decreased housing services.



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

CITY OF OAKLAND

Department of Housing and Community Development
Rent Adjustment Program

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

DISMISSAL

CASE NUMBER: T15- 0420, Sabrah v. Beacon Properties
PROPERTY ADDRESS: 37 Moss Ave., Unit #10, Oakland, CA 94610
DATE OF HEARING: February 11, 2016
DATE OF DECISION: February 17, 2016

An Order setting a hearing date for February 11, 2016, was mailed to all persons named in the Tenant Petition and Owner Response on December 8, 2015, with a proof of service. The mail was not returned. The Order setting the hearing was properly served.

On February 8, 2016, the tenant telephoned this office and requested mediation. Both parties have to agree to mediation, and no written request for mediation was submitted to this office prior to the hearing. The hearing proceeded as scheduled on February 11, 2016, at 10:00 a.m., without the appearance of the tenant. The owner's representative promptly appeared for the hearing and confirmed that the owner did not authorize him to participate in mediation.

The Hearing Officer waited until 10:15 a.m. for the petitioner to appear. The Tenant Petition is dismissed because the petitioner failed to appear.

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

Dated: February 17, 2016

Linda M. Moroz
Hearing Officer
Rent Adjustment Program

000147

PROOF OF SERVICE

Case Number T15-0420

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 **Dismissal** by placing a true copy of it in a sealed envelope in 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:

Waleed Sabrah
37 Moss Ave #10
Oakland, CA 94610

Beacon Properties
466 40th St.
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.

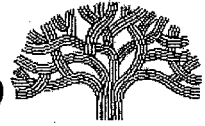
I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **February 17, 2016** in Oakland, California.



Esther K. Rush

Oakland Rent Adjustment Program

CITY OF OAKLAND



P.O. BOX 70243, OAKLAND, CA 94612-2043

Department of Housing and Community Development
Rent Adjustment Program

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

March 8, 2016

HAND DELIVERED

Waleed Sabrah
37 Moss Avenue, #10
Oakland, CA 94610

Re: Case Number T15-0420

Dear Mr. Sabrah:

This letter will confirm that there is no audio recording in the above-referenced case. All proceedings before a Hearing Officer are recorded (Rent Regulations 8.22.110 (C)). A hearing was scheduled in the above-case for February 11, 2016; however, because you did not appear for the hearing, no hearing was held and your petition was dismissed pursuant to Rent Regulations Section 8.22.110 (B). A Dismissal was mailed to all parties on February 17, 2016.

On March 4, 2016, you came into the Rent Adjustment Office and reviewed the case file and found that there was no audio recording of a hearing.

You have the right to appeal the decision of the Hearing Officer. You must appeal within twenty (20) days after service of the decision.

If you have further questions, please contact Keith Mason at (510) 238-6205.

Sincerely,

A handwritten signature in black ink, appearing to read 'Connie Taylor', written over the typed name.

Connie Taylor
Program Manager
Rent Adjustment Program

Attached: Appeal Form

000148

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM P.O. Box 70243 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	For filing stamp. CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 2015 SEP 11 PM 1:55
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Please Fill Out This Form As Completely As You Can. Failure to provide needed information may result in your response being rejected or delayed.

CASE NUMBER T15-0420

OWNER RESPONSE

Please print legibly.

Your Name Huck Rorick	Complete Address (with zip code) 466 40 th Street Oakland, CA 94609	Phone: [REDACTED] Email: [REDACTED]
Your Representative's Name (if any) Beacon Properties (agent to owner)	Complete Address (with zip code) 466 40 th Street Oakland, CA 94609	Phone: [REDACTED] Fax: [REDACTED] Email: [REDACTED]
Tenant(s) name(s) Waleed Sabrah	Complete Address (with zip code) 37 Moss Avenue #10 Oakland, CA 94610	[REDACTED]

Have you paid for your Oakland Business License? Yes No Number 2214326
 (Provide proof of payment.)

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

There are 12 residential units in the subject building. I acquired the building on 10/03/2000
 Is there more than one street address on the parcel? Yes No

I. RENTAL HISTORY

The tenant moved into the rental unit on 2/11/09

The tenant's initial rent including all services provided was \$ 1245 / month. (1195 rent + \$50 parking)

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? 02/11/09

Is the tenant current on the rent? Yes No (except for disputed increase)

If you believe your unit is exempt from Rent Adjustment you may skip to **Section IV. EXEMPTION.**

If a contested increase was based on **Capital Improvements**, did you provide an **Enhanced Notice to Tenants for Capital Improvements** to the petitioning tenant(s)? Yes No . If yes, on what date was the Enhanced Notice given? _____ . Did you submit a copy of the Enhanced Notice to the RAP office within 10 days of serving the tenant? Yes No . Not applicable: there was no capital improvements increase.

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

Date Notice Given (mo/day/year)	Date Increase Effective (mo/day/year)	Amount Rent Increased		Did you provide NOTICE TO TENANTS with the notice of rent increase?
		From	To	
06/16/15	08/01/2015	\$ 1277.00	\$ 1340.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
05/15/13	07/01/2013	\$ 1245.00	\$ 1277.00	<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

II. JUSTIFICATION FOR RENT INCREASE

You must prove that each contested rent increase greater than the Annual CPI Adjustment is justified and was correctly served. Use the following table and check the applicable justification(s) box for each increase contested by the tenant(s) petition. For a summary of these justifications, please refer to the "Justifications for Increases Greater than the Annual CPI Rate" section in the attached Owner's Guide to Rent Adjustment.

<u>Date of Increase</u>	Banking (deferred annual increases.)	Increased Housing Service Costs	Capital Improvements	Uninsured Repair Costs	Fair Return	Debt Service (if purchased before 4/1/14)
8/1/15	<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"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

III. DECREASED HOUSING SERVICES

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

IV. EXEMPTION

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

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

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

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

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

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

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

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

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

V. IMPORTANT INFORMATION

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

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

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

VI. VERIFICATION

Owner must sign here:

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

[Handwritten Signature] (agent)

9/9/15

Owner's Signature

Date

VII. MEDIATION AVAILABLE

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

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

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

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

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

Owner's Signature

Date



T15-0420 KM/LM

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM Mail To: P. O. Box 70243 Oakland, California 94612-0243 (510) 238-3721	For date stamp: RENT ADJUSTMENT PROGRAM 2015 AUG 11 PM 4:29
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Please Fill Out This Form As Completely As You Can. Failure to provide needed information may result in your petition being rejected or delayed.

TENANT PETITION

Please print legibly

Your Name Waleed Sabrah	Rental Address (with zip code) 37 Moss Ave #10 Oakland, CA 94610	Telephone 
Your Representative's Name	Mailing Address (with zip code)	Telephone
Property Owner(s) name(s) Beacon Properties	Mailing Address (with zip code) 466 40TH ST Oakland, CA 94609	Telephone 

Number of units on the property: 12

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

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

<input checked="" type="checkbox"/>	(a) The increase(s) exceed(s) the CPI Adjustment and is (are) unjustified or is (are) greater than 10%.
	(b) The owner did not give me a summary of the justification(s) for the increase despite my written request.
	(c) The rent was raised <u>illegally</u> after the unit was vacated (Costa-Hawkins violation).
	(d) No written notice of Rent Program was given to me together with the notice of increase(s) I am contesting. (Only for increases noticed after July 26, 2000.)
	(e) 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"/>	(f) The housing services I am being provided have decreased. (Complete Section III on following page)
	(g) 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>
	(h) The contested increase is the second rent increase in a 12-month period.
	(i) The notice of rent increase based upon capital improvement costs does not contain the "enhanced notice" requirements of the Rent Adjustment Ordinance or the notice was not filed with the Rent Adjustment Program (effective August 1, 2014).
	(j) My rent has not been reduced after the expiration period of the rent increase based on capital improvements.
	(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).

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

Date you moved into the Unit: March, 2009 Initial Rent: \$ 1195 /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: March 2009. 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		
06/17/2015	08/01/2015	\$ 1277	\$ 1340	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

List case number(s) of all Petition(s) you have ever filed for this rental unit: _____

III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:

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

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

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

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

IV. VERIFICATION: The tenant must sign:

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



Tenant's Signature

08/11/2015

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

8/11/2015

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): _____

