

**HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD
APPEAL PANEL**

**January 19, 2017
7:00 p.m.
CITY HALL, HEARING ROOM #1
ONE FRANK H. OGAWA PLAZA
OAKLAND, CA**

AGENDA

1. CALL TO ORDER
2. ROLL CALL
3. OPEN FORUM
4. NEW BUSINESS
 - A. Appeal Hearing in cases:

L15-0074; Ghahvaz v. Tenants
T15-0261; Kojimoto v. Nateghian
T15-0368; Bivens v. Ali
5. SCHEDULING AND REPORTS
6. ADJOURNMENT

Accessibility. The meeting is held in a wheelchair accessible facility. Contact the office of the City Clerk, City Hall, One Frank Ogawa Plaza, or call (510) 238-3611 (voice) or (510) 839-6451 (TTY) to arrange for the following services: 1) Sign interpreters; 2) Phone ear hearing device for the hearing impaired; 3) Large print, Braille, or cassette tape text for the visually impaired. The City of Oakland complies with applicable City, State and Federal disability related laws and regulations protecting the civil rights of persons with environmental illness/multiple chemical sensitivities (EI/MCS). Auxiliary aids and services and alternative formats are available by calling (510) 238-3716 at least 72 hours prior to this event.

Foreign language interpreters may be available from the Equal Access Office (510) 239-2368. Contact them for availability. Please refrain from wearing **strongly scented products** to this meeting.

Service Animals / Emotional Support Animals: The City of Oakland Rent Adjustment Program is committed to providing full access to qualified persons with disabilities who use services animals or emotional support animals.

FILED
OFFICE OF THE CITY CLERK
OAKLAND
2017 JAN 11 AM 8:31

If your service animal lacks visual evidence that it is a service animal (presence of an apparel item, apparatus, etc.), then please be prepared to reasonably establish that the animal does, in fact, perform a function or task that you cannot otherwise perform.

If you will be accompanied by an emotional support animal, then you must provide documentation on letterhead from a licensed mental health professional, not more than one year old, stating that you have a mental health-related disability, that having the animal accompany you is necessary to your mental health or treatment, and that you are under his or her professional care.

Service animals and emotional support animals must be trained to behave properly in public. An animal that behaves in an unreasonably disruptive or aggressive manner (barks, growls, bites, jumps, urinates or defecates, etc.) will be removed.

CHRONOLOGICAL CASE REPORT

Case No: L15-0074
Case Name: Ghahyaz v. Tenants
Property Address: 517 & 519 Oakland Avenue, Oakland, CA
Parties: Frank Ghahyaz (Owner)

LANDLORD APPEAL

<u>Activity</u>	<u>Date</u>
Landlord Petition filed	December 16, 2015
No Tenant Responses filed	
Hearing dismissed	April 4, 2016
Dismissal issued	April 4, 2016
Landlord Appeal filed	April 11, 2016

000003

City of Oakland Residential Rent Adjustment Program 250 Frank Ogawa Plaza, Suite 5313 Oakland, California 94612 (510) 238-3721		APPEAL	
Appellant's Name <i>Frank Ghahyaz</i>		Landlord <input checked="" type="checkbox"/> Tenant <input type="checkbox"/>	
Property Address (Include Unit Number) <i>517 & 519 oakland Ave</i> <i>oakland CA 94611</i>			
Appellant's Mailing Address (For receipt of notices) <i>5825 saint paul ct</i> <i>oakland CA 94618</i>		Case Number <i>L15-0074</i> Date of Decision appealed <i>April, 4, 2016</i>	
Name of Representative (if any)		Representative's Mailing Address (For notices)	

not receive any notice For Hearing

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.

000004

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 . 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 _____, 200____, 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>	
<u>Address</u>	
<u>City, State Zip</u>	
<u>Name</u>	
<u>Address</u>	
<u>City, State Zip</u>	

	April, 11, 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.



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: L15-0074, Ghahyaz v. Tenants
PROPERTY ADDRESS: 517 & 519 Oakland Ave., Oakland, CA 94611
DATE OF HEARING: April 4, 2016
DATE OF DECISION: April 4, 2016

A Notice of Hearing was mailed to all persons named in the Landlord Petition for Certificate of Exemption on December 21, 2015, with a proof of service. The mail was not returned. The Notice of Hearing was properly served. The hearing came on regularly on April 4, 2016, at 10:00 a.m., as scheduled without the appearance of the petitioner.

DISMISSAL

The Hearing Officer waited until 10:15 a.m. for the petitioner to appear. The petitioner did not contact the office and did not submit any written request for postponement. The owner 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: April 4, 2016

Linda M. Moroz
Hearing Officer
Rent Adjustment Program

000006

PROOF OF SERVICE

Case Number L15-0074

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 **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:

Owner

Fred T. & Frank T. Ghahyaz
5825 St Paul Ct.
Oakland, CA 94618

Tenant

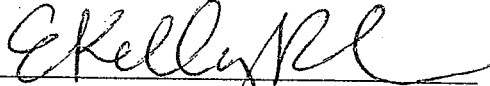
Resident
517 Oakland Ave.
Oakland, CA 94611

Tenant

Resident
519 Oakland Ave.
Oakland, CA 94611

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on April 5, 2016 in Oakland, California.



Esther K. Rush
Oakland Rent Adjustment Program

000007

15-0074 RC/LM

<p>CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721</p>	<p>For date stamp.</p> <p>2015 DEC 16 PM 1:23</p> <p align="center">LANDLORD PETITION FOR CERTIFICATE OF EXEMPTION (OMC §8.22.030.B)</p>
--	--

Please Fill Out This Form Completely As You Can. Failure to provide needed information may result in your petition being rejected or delayed. Attach to this petition copies of the documents that prove your claim. Before completing this petition, please read the Rent Adjustment Ordinance, section 8.22.030. A hearing is required in all cases even if uncontested or irrefutable.

Section 1. Basic Information

Your Name <i>Frank T. Ghahyarz</i> <i>Fred T. Ghahyarz</i>		Complete Address (with zip code) <i>5825 St. Paul Ct.</i> <i>Oakland, CA 94618</i>	Telephone Day: <i>510-684-0421</i>
Your Representative's Name		Complete Address (with zip code)	Telephone Day:
Property Address <i>517 + 519 Oakland Ave.</i> <i>Oakland, CA 94611</i>			Total number of units in bldg or parcel. <i>2</i>
Type of units (circle one)	<input checked="" type="radio"/> Single Family Residence (SFR)	<input type="radio"/> Condominium	<input type="radio"/> Apartment or Room
If an SFR or condominium, can the unit be sold and deeded separately from all other units on the property?		<input type="radio"/> Yes	<input checked="" type="radio"/> No
Assessor's Parcel No. <i>010-0812-005-00</i>			

Section 2. Tenants. You must attach a list of the names and addresses, with unit numbers, of all tenants residing in the unit/building you are claiming is exempt.

Section 3. Claim(s) of Exemption: A Certificate of Exemption may be granted **only** for dwelling units that are **permanently** exempt from the Rent Adjustment Ordinance.

New Construction: This may apply to individual units. The unit was newly constructed and a certification of occupancy was issued for it on or after January 1, 1983.

Substantial Rehabilitation: This applies only to entire buildings. An owner must have spent a minimum of fifty (50) percent of the average basic cost for new construction for a rehabilitation project. The average basic cost for new construction is determined using tables issued by the Chief Building Inspector applicable for the time period when the Substantial Rehabilitation was completed.

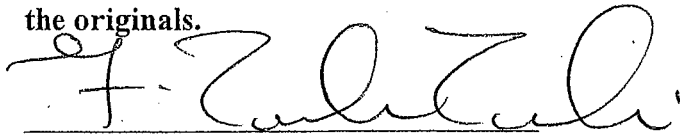
Single-Family or Condominium (Costa-Hawkins): Applies to Single Family Residences and condominiums only. If claiming exemption under the Costa-Hawkins Rental Housing Act (Civ. C. §1954.50, et seq.), please answer the following questions on a separate sheet:

1. Did the prior tenant leave after being given a notice to quit (Civil Code Section 1946)?
2. Did the prior tenant leave after being a notice of rent increase under 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 current 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?
8. When did the tenant move into the unit?


I (We) petition for exemption on the following grounds (Check all that apply):

Section 4. must sign this	<input type="checkbox"/>	New Construction	Verification Each petitioner section.
	<input checked="" type="checkbox"/>	Substantial Rehabilitation	
	<input type="checkbox"/>	Single Family Residence or Condominium (Costa-Hawkins)	

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


Owner's Signature

12-16-15
Date


Owner's Signature

Dec. 16. 2015
Date

Important Information

Burden of Proof The burden of proving and producing evidence for the exemption is on the Owner. A Certificate of Exemption is a final determination of exemption absent fraud or mistake.

File Review Your tenant(s) will be given the opportunity to file a response to this petition within 35 days of notification by the Rent Adjustment Program. You will be sent a copy of the tenant's Response. Copies of attachments to the Response form will not be sent to you. However, you may review any attachments in the Rent Program Office. Files are available for review by appointment only. For an appointment to review a file, call (510) 238-3721. Please allow six weeks from the date of filing for notification processing and expiration of the tenant's response time before scheduling a file review.

517-51 Oakland Ave.

CITY OF OAKLAND
GENERAL ARBITRATION PROGRAM

2015 DEC 16 PM 1:39

REASON WHY BEYOND 2 YRS AFTER PERMIT ISSUED:

The cost of construction exceeded over 50% of the \$375,000 purchase price. The permit was issued in 2006 to renovate the SFR and add an additional unit down below.

Due to the economy downturn from 2007-2013, we did not have enough funds to complete the project until 2015. During this entire period, the property has remained vacant.

[Handwritten Signature]

000010



CALIFORNIA
ASSOCIATION
OF REALTORS®

ADDENDUM

(C.A.R. Form ADM, Revised 12/15)

No. 1

15-0074

The following terms and conditions are hereby incorporated in and made a part of the: Purchase Agreement, Residential Lease or Month-to-Month Rental Agreement, Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), Other _____

dated September 22, 2016, on property known as 519 Oakland Ave
Oakland, CA 94611-5428

in which Curtis Choi, Cassandra Choi is referred to as ("Buyer/Tenant")
and Mira Vista Properties is referred to as ("Seller/Landlord").

Tenants agree to acquire and produce proof of renters insurance for the duration of the lease and any subsequent lease renewals.

Home renovated more than 100% of purchase price and is not subject to City of Oakland Rent Board regulation.

Utilities: Water Unit shares a meter and will be billed 40% of usage on that meter. Owner will pay that 40% with a limit of \$200 on the total bill. After that tenants of 519 are responsible for 40% of the overage.


Trash: 519 will be assigned 40% of trash bill. Owner will pay that 40% up to a total bill of \$200. After that tenants of 519 are responsible for 40% of the overage.

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM
2016 SEP 27 PM 12:05


The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date _____

Date _____

Buyer/Tenant Curtis Choi  09/23/2016 4:32:04
Curtis Choi

Seller/Landlord Mira Vista Properties  09/22/2016 18:10:12
Mira Vista Properties

Buyer/Tenant Cassandra Choi  09/23/2016 4:33:52
Cassandra Choi

Seller/Landlord _____

© 1986-2015, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, INC.
a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____



ADM REVISED 12/15 (PAGE 1 OF 1)

ADDENDUM (ADM PAGE 1 OF 1)

000011

Taylor, Connie

From: Frank Ghahyaz <frankghahyaz@gmail.com>
Sent: Sunday, August 28, 2016 8:43 PM
To: Taylor, Connie
Subject: 517 & 519 Oakland Ave

Dear Connie,

This is Faramarz Tabatabai-Ghahyaz. I spoke with you last Thursday, August 25, regarding my rent control exemption application for 517 & 519 Oakland Ave.

You were kind to inform me that I appeared on the wrong day and that my actual hearing date/time is 8:25am November 10.

Below is the contact mailing address for my application:

Faramarz Tabatabai-Ghahyaz
2340 Powell St. #265
Emeryville, CA 94608

You can also email me at frankghahyaz@gmail.com.

Best regards,

Frank (aka Faramarz)

L15-0074

000312

CHRONOLOGICAL CASE REPORT

Case No: T15-0261
Case Name: Kojimoto v. Nateghian
Property Address: 380 Euclid Ave., Apt. #9, Oakland, CA
Parties: Kathryn Kojimoto (Tenant)
Faramarz Nateghian (Agent of Owner)

LANDLORD APPEAL

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	May 18, 2015
No Landlord Response filed	
Hearing held	September 21, 2015
Hearing Decision issued	November 24, 2015
Landlord Appeal filed	December 15, 2015
Tenant filed Response to Appeal	March 2, 2016

000013

City of Oakland Residential Rent Adjustment Program 250 Frank Ogawa Plaza, Suite 5313 Oakland, California 94612 (510) 238-3721	2015 DEC 15 PM 1:51 APPEAL
Appellant's Name EUCLID APARTMENTS, LLC	Landlord <input checked="" type="checkbox"/> Tenant <input type="checkbox"/>
Property Address (Include Unit Number) 380 EUCLID AVE OAKLAND, CA, 94610	
Appellant's Mailing Address (For receipt of notices) 1201 FULTON ST SAN FRANCISCO, CA, 94117	Case Number T15-0261 Date of Decision appealed NOVEMBER 24, 2015
Name of Representative (if any) FRITZ JACOBS	Representative's Mailing Address (For notices) 1201 FULTON ST SAN FRANCISCO, CA, 94117

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.)

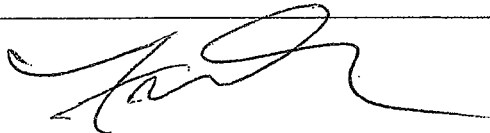
1. The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations or prior decisions of the Board. You must identify the Ordinance section, regulation or prior Board decision(s) and specify the inconsistency.
2. The decision is inconsistent with decisions issued by other hearing officers. 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.

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 16. 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 DECEMBER 14, 2005, 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>	KATHRYN KOSIMOTO
<u>Address</u>	380 EUCLID AVE #9
<u>City, State Zip</u>	OAKLAND, CA, 94610

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

	12/14/2015
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.

Oakland Rent Board;

Euclid Apartments, LLC, the Owner of the building at 380 Euclid Ave in Oakland California respectfully submits our formal petition to appeal the Rent Board's decision on Case #T15-0261 Kojimoto v Nateghian by Senior Hearing Officer Ms. Barbara Kong-Brown. Please note that the original tenant filed the case against the previous owner, and the petition was sent to the previous owner.

The ruling being appealed is a rent adjustment of \$44.18 for non-operable elevator and another of \$17.67 for common area maintenance.

The rationale for Appealing the Decision is as follows:

1. Improper and Inadequate Service of Petition

The petition was sent to the previous owner, Mr. Faramarz Nateghian, but not to the current owner, Euclid Apartments, LLC. Therefore, Owner did not have proper notice of the hearing, was unable to respond appropriately, was unrepresented at the hearing and thereby denied Due Process.

2. Elevator

- (A) **No Decrease in Service:** The elevator stopped functioning in February 2009, per the City of Oakland Code Enforcement records. (See attached screen shot of Oakland Code Enforcement site, Doc #0900763). This predates petitioner's tenancy by four months. Therefore, she has never received the benefits of a working elevator during any part of her tenancy. There was therefore no reduction in service, as petitioner never had the service at any time during her tenancy, and therefore this was never a reduction.
- (B) **Elevator is Not Required in 3 story building:** In response to a complaint, an Oakland Code enforcement official visited the building in February of 2009 to inspect the non-functioning elevator, and determined that the Complaint was non-actionable. Per ADA Section 1007.2.1 buildings of three or fewer stories do not require an elevator. Therefore, the non-working elevator cannot be considered a requirement or a reduction.
- (C) **Statute of Limitations:** Per the Oakland Rent Adjustment Program, the statute of limitations for filing a rent increase petition for decrease in Services is 3 years. As evidenced by the City of Oakland Code Enforcement documents, the elevator at 380 Euclid Avenue has been non-operable for more than six years, therefore petition cannot succeed, due to failure to file within the Statute of Limitations.
- (D) **Unclean Hands:** The declaration by petitioner that the elevator was decommissioned in October 2012 is contradicted by the documentary evidence in City of Oakland records. (See attached screen shot of Oakland Code Enforcement site, Doc #0900763).

000016

- (E) **Doctrine of Estoppel:** In October of 2013 Ms. Kojimoto received a rent increase from \$825 to \$867.08. Upon receipt of the rent increase, Ms. Kojimoto had 60 days to contest her rent increase, and petition for reduction in rent for any outstanding complaints. Ms. Kojimoto failed to file a petition, affirming the validity of the increase. Therefore, the petition fails, as the claim and petition are Estopped.

2. Common Area Maintenance

- (A) Owner Euclid Apartments LLC pays an on-site Resident Manager to perform eleven hours of cleaning each week. The cleaning is supported by bi-weekly timesheets submitted by the manager himself (see screen shot with details inserted). The cleaning has been performed as evidenced by regular inspections by property management staff.
- (B) The clean condition of the premises is evidenced also by regular visits by City of Oakland Enforcement Officials, recently on the property on April 2, 2015, and did not determine that the condition of the premises warranted a Notice of Violation. See Oakland Code Enforcement documents. (Attached as exhibit "X")

1 DECLARATION OF

2
3 I, Lindsay Worrell, declare and state as follows:

4
5 1) The facts as set forth hereinafter in this declaration
6 are personally known to me and I have first hand knowledge of
7 them. If called as a witness, I could and would competently
8 testify to such facts under oath.
9

10 2) I have been a Tenant and Resident Manager at 380 Euclid
11 Ave in Oakland, CA since July 1, 2005.
12

13 3) On April 30, 2014 the property at 380 Euclid Ave in
14 Oakland California, 94610 was purchased by the Euclid
15 Apartments, LLC and managed by PIP Inc.
16

17 4) On April 30th, 2014 I signed an employment contract with
18 PIP Inc, to remain as the on-site Resident Manager at 380 Euclid
19 Ave in Oakland California.
20

21 5) The Exhibit A. in my contract requires me to work for a
22 minimum of eleven (11) hours per week, or twenty-two (22) hours
23 for each bi-weekly pay period.
24

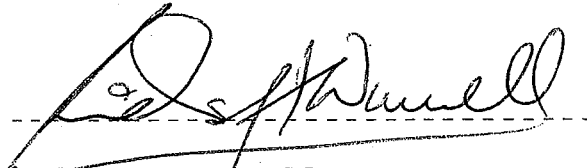
25 6) As evidenced in my timesheets and pictures of the
26 building, the great majority of that time is allocated to
27 routine cleaning the common areas of the building.
28
29

000018

1 7) Ms. Kojimoto has made several complaints to Oakland Code
2 Enforcement during my tenure as Resident Manager, but never has
3 the building been cited for unsanitary conditions.
4

5 I declare under the penalty of perjury, under the laws of the
6 State of California, that the foregoing is true and correct. I
7 have personal knowledge of the matters stated herein and if
8 asked to testify hereto I could competently do so.
9

10 This declaration was executed on December 14, 2015 at Oakland,
11 California.
12

13 
14 _____
15 Lindsay Worrell
16
17
18
19
20
21
22
23
24
25
26
27
28
29

000019

1 DECLARATION OF

2
3 I, Lindsay Worrell, declare and state as follows:
4

5 1) The facts as set forth hereinafter in this declaration
6 are personally known to me and I have first hand knowledge of
7 them. If called as a witness, I could and would competently
8 testify to such facts under oath.
9

10 2) I have been a tenant and Resident Manager at 380 Euclid
11 Ave in Oakland, CA since July 1, 2005.
12

13 3) At the time I took residence in unit #22 at 380 Euclid
14 Ave, Oakland California, the elevator in the common area was
15 functioning.
16

17 4) On or about February 20th, 2009, the elevator at 380
18 Euclid malfunctioned.
19

20 5) On February 23, 2009 a complaint was filed with the City
21 of Oakland Code Enforcement.
22

23 6) Upon inspection of the Complaint, the City of Oakland
24 Code Enforcement official determined that the Complaint was non-
25 actionable. The Status of "non-actionable" was determined by
26 the fact that elevators are not required for buildings of three
27 stories or less.
28
29

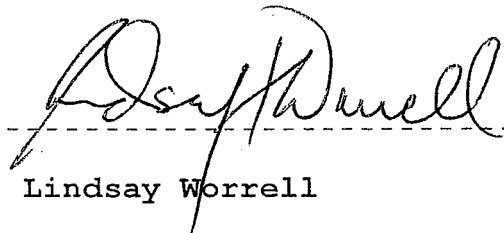
000020

1 7) On June 18, 2009. Ms Kathryn Kojimoto signed a lease and
2 began her tenancy in unit #9 at 380 Euclid Ave, Oakland CA
3 94610.
4

5 8) At the time Ms. Kojimoto signed her lease, the elevator
6 at 380 Euclid Ave was not operational.
7

8 I declare under the penalty of perjury, under the laws of the
9 State of California, that the foregoing is true and correct. I
10 have personal knowledge of the matters stated herein and if
11 asked to testify hereto I could competently do so.
12

13 This declaration was executed on **December 14, 2015** at Oakland,
14 California.
15

16 
17 _____
18 Lindsay Worrell
19
20
21
22
23
24
25
26
27
28
29

Employee	Building	Status	Timesheet Total	Total hours	Period
Lindsay Worrell	380 Euclid Ave.	PAID	\$266.44	21.75	2015-11-16 - 2015-11-29

Timesheet

DATE	DAY	START	END	DESCRIPTION OF DUTIES/TIME SPENT	HOURS	DAY TOTAL	TOTAL
11-27-2015	Friday	09:00AM	11:00AM	swept courtyard area	2.0	2.0	2.0
11-26-2015	Thursday	08:00AM	09:00AM	took out trash cans	1.0	1.0	3.0
11-25-2015	Wednesday	10:00AM	01:00PM	swept rear garage area	3.0	3.0	6.0
11-24-2015	Tuesday	08:00AM	09:00AM	took out recycle bin and wipe down laundry machines	1.0	1.0	7.0
11-23-2015	Monday	09:30AM	10:30AM	Swept front of building and parking lot area.	1.0	1.0	8.0
11-21-2015	Saturday	10:00AM	01:00PM	swept courtyard area and the landings and stairways	3.0	3.0	11.0
11-20-2015	Friday	10:00AM	01:15PM	wept rear garage area and cleaned up recycle bin station	3.25	3.25	14.25
11-19-2015	Thursday	10:00AM	11:30AM	took out Trash bins and cleaned up trash area	1.5	1.5	15.75
11-18-2015	Wednesday	10:00AM	01:00PM	swept rear garaged area	3.0	3.0	18.75
11-17-2015	Tuesday	08:00AM	09:30AM	took out recycle bins and wiped down laundry machines	1.5	1.5	20.25
11-16-2015	Monday	10:00AM	11:30AM	swept facade to the building and front parking area	1.5	1.5	21.75
						0.0	21.75
						0.0	21.75
						0.0	21.75
						0.0	21.75

Action Log

2015-11-30 23:16:19 +0000: Submitted by user: lworrell
 2015-12-01 17:34:58 +0000: Approved by user: ajohnson
 2015-12-01 17:35:07 +0000: Marked paid by user: ajohnson

000022

Employee	Building	Status	Timesheet Total	Total hours	Period
Lindsay Worrell	380 Euclid Ave.	PAID	\$122.50	10.0	2015-11-09 - 2015-11-22

Timesheet

DATE	DAY	START	END	DESCRIPTION OF DUTIES/TIME SPENT	HOURS	DAY TOTAL	TOTAL
11-14-2015	Saturday	11:00AM	12:00PM	swept front garage area	1.0	1.0	1.0
11-13-2015	Friday	12:00PM	01:00PM	swept rear wooden stairs leading to the recycle bins	1.0	1.0	2.0
11-12-2015	Thursday	09:00AM	12:00PM	swept landings and stairs leading to the apts	3.0	3.0	5.0
11-11-2015	Wednesday	10:00AM	01:00PM	swept rear garage area	3.0	3.0	8.0
11-10-2015	Tuesday	08:00AM	09:00AM	took out recycle bins and wiped down laundry machines	1.0	1.0	9.0
11-09-2015	Monday	09:00AM	10:00AM	swept facade and courtyard and picked up junkmail	1.0	1.0	10.0
						0.0	10.0
						0.0	10.0

Action Log

2015-11-30 19:50:37 +0000: Submitted by user: lworrell
 2015-11-30 21:12:27 +0000: Approved by user: dlagomarsino
 2015-12-01 17:34:26 +0000: Marked paid by user: ajohnson

000023

Employee	Building	Status	Timesheet Total	Total hours	Period
Lindsay Worrell	380 Euclid Ave.	PAID	\$121.77	9.94	2015-11-02 - 2015-11-15

Timesheet

DATE	DAY	START	END	DESCRIPTION OF DUTIES/TIME SPENT	HOURS	DAY TOTAL	TOTAL
11-07-2015	Saturday	10:31AM	12:00PM	swept front of building and parking area	1.48	1.48	1.48
11-06-2015	Friday	09:01AM	12:00PM	swept rear garage area	2.98	2.98	4.46
11-05-2015	Thursday	01:01PM	03:00PM	swept front of apt landings and stairs	1.98	1.98	6.4399999999999995
11-04-2015	Wednesday	11:30AM	01:00PM	swept courtyard area and picked up junkmail	1.5	1.5	7.9399999999999995
11-03-2015	Tuesday	08:00AM	09:00AM	took out recycle bins	1.0	1.0	8.94
11-02-2015	Monday	08:55AM	09:55AM	swept rear wooden stairs and walkway leading to recycle bins	1.0	1.0	9.94
						0.0	9.94

Action Log

2015-11-18 01:55:07 +0000: Submitted by user: lworrell
 2015-11-30 18:00:14 +0000: Approved by user: dlagomarsino
 2015-11-30 20:08:13 +0000: Marked paid by user: ajohnson

000024

Global Search... 

[Home](#) [Building](#) [Enforcement](#) [Planning](#)

[File a Complaint](#) [Search Complaint Records](#)

Search for Complaints

Enter information below to search for Enforcement complaints.

- Complaint Information
- Site Address
- Parcel Number

Select the search type from the drop-down list.

General Search

General Search

Search All Records

Complaint Number:


Complaint Type:


Complaint Number

--Select--

File Date (Start)

File Date (End)

12/15/2005 

12/15/2015 

Street No.:

Street Name:

Street Type

Unit

380 - To

Euclid

AVE

No.:

Parcel No.:

First:

Last:

Name of Business:

11 Record results matching your search results

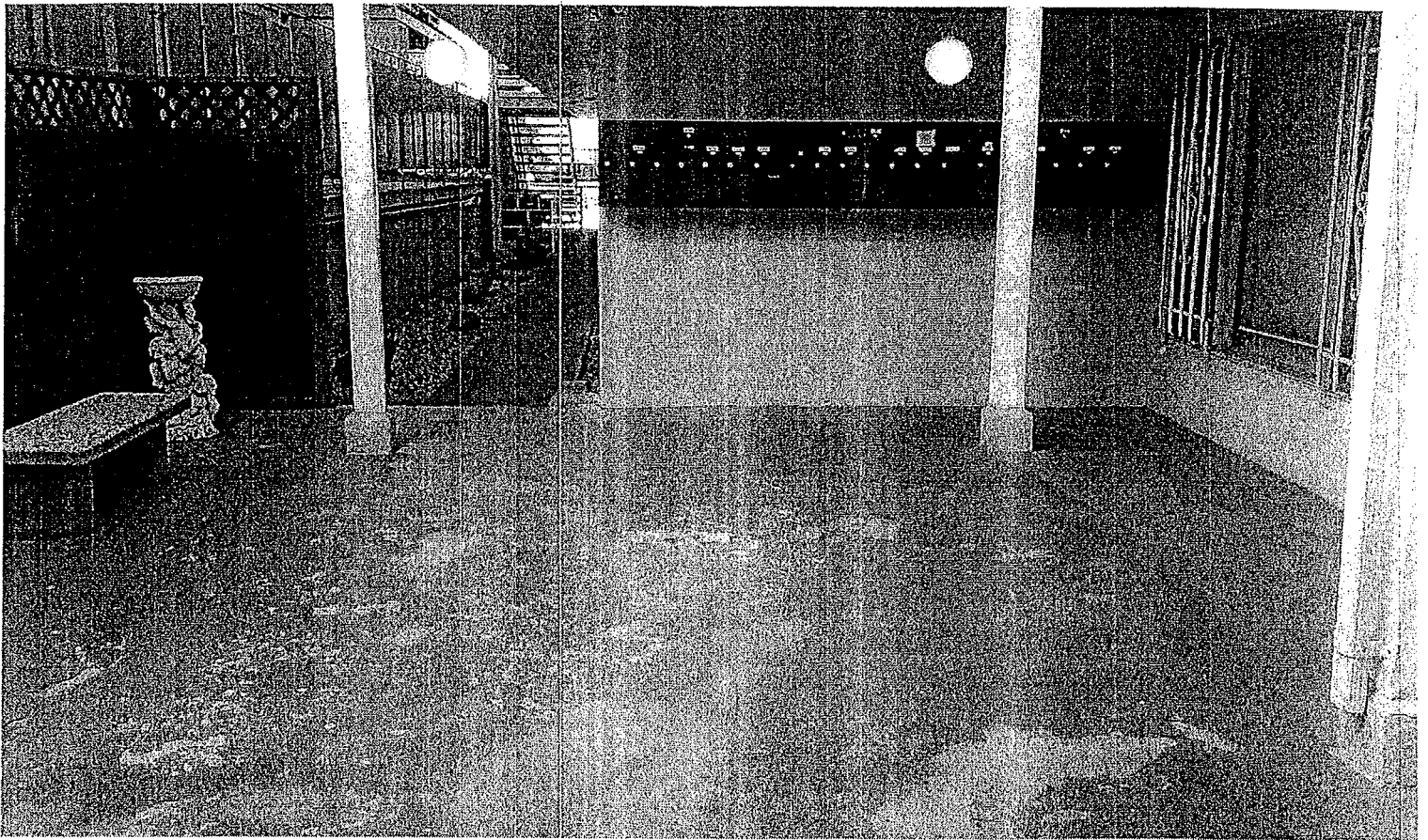
Click any of the results below to view more details.

[Show on Map](#)

Showing 1-10 of 11 | [Download results](#)

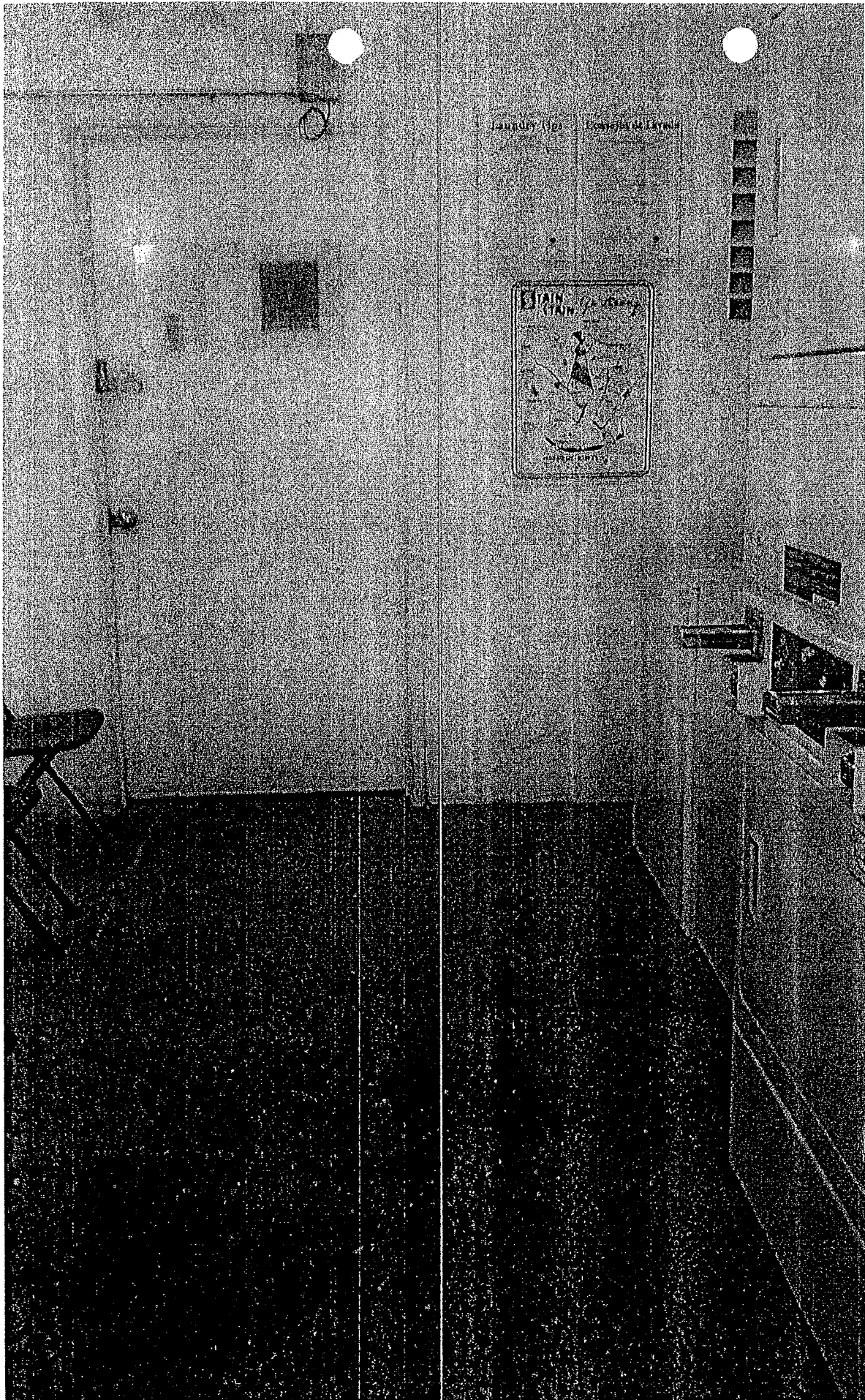
<input type="checkbox"/>	Filed Date	Record Number	Record Type	Address	Description	Project Name	Status
<input type="checkbox"/>	04/02/2015	1501127	Blight Complaint	380 EUCLID AVE, Oakland CA 94610	FURNITURE, TRASH AND DEBRIS		Courtesy Letter Sent

<input type="checkbox"/>	10/13/2014	1403688	Housing Habitability Complaint	380 EUCLID AVE, 8, Oakland CA 94610	Address is 380 Euclid: Hot water heater installed without permits.		Violation Verified
<input type="checkbox"/>	08/12/2014	1403059	Housing Habitability Complaint	380 EUCLID AVE, Oakland CA 94610	CONSTRUCTION TO UNITS WITHIN COMPLEX W/OUT PERMITS, ELECTRICAL WIRING, PLUMBING		Violation Verified
<input type="checkbox"/>	02/10/2014	1400552	Housing Habitability Complaint	380 EUCLID AVE, Oakland CA 94610	No smoke detectors in common areas, broken light fixtures, leaf/overgrowth debris (loose leaves), drainage pipe in courtyard blocked by concrete and other drainage pipe blocked by debris creating floods, courtyard not properly graded.		Abated - Self Certified
<input type="checkbox"/>	11/03/2011	1107079	Enforcement/Private Property/Facility Complaint/Housing	380 EUCLID AVE, 6, OAKLAND CA	IN REAR AREA STEP IS A TRIPPING HAZARD- TENANTS FALLING WHEN TAKINGOUT TRASH, DRY-ROT AT COLUMNS THROUGHOUT PREMISES	Enforcement Record	Open
<input type="checkbox"/>	05/12/2011	1103599	Enforcement/Private Property/Facility Complaint/Housing	380 EUCLID AVE, OAKLAND CA	BUILDING WITH ELEVATOR THAT HAS NOT WORKED IN THREE YEARS. DISABLEDTENANTS IN BUILDING	Enforcement Record	Abated
<input type="checkbox"/>	05/04/2011	1103302	Enforcement/Private Property/Facility Complaint/Housing	380 EUCLID AVE, OAKLAND CA	ELEVATOR DOES NOT WORK	Enforcement Record	Abated
<input type="checkbox"/>	07/20/2009	0904574	Enforcement/Private Property/Facility Complaint/Blight	380 EUCLID AVE, 9, OAKLAND CA	STOVE IS NOT WORKING PROPERLY	Enforcement Record	Abated
<input type="checkbox"/>	02/23/2009	0900763	Enforcement/Private Property/Facility Complaint/Housing	380 EUCLID AVE, OAKLAND CA	THE ONLY ELEVATOR IS BROKEN DOWN IN THE APARTMENT BUILDING FOR 4 WEEKS. (TO ACCESS THE BUILDING, NEED TO DIAL "BEN" TO SPEALK TO THE BUILDIN	Enforcement Record	Non-Actionable
<input type="checkbox"/>	10/08/2007	0707699	Enforcement/Private Property/Facility Complaint/Blight	380 EUCLID AVE, 15, OAKLAND CA	INSECT INFESTATION IN THIS UNIT, ALSO LOOSE FURNITURE BLOCKING WALKWAYTO APARTMENTS	Enforcement Record	Violation Verified

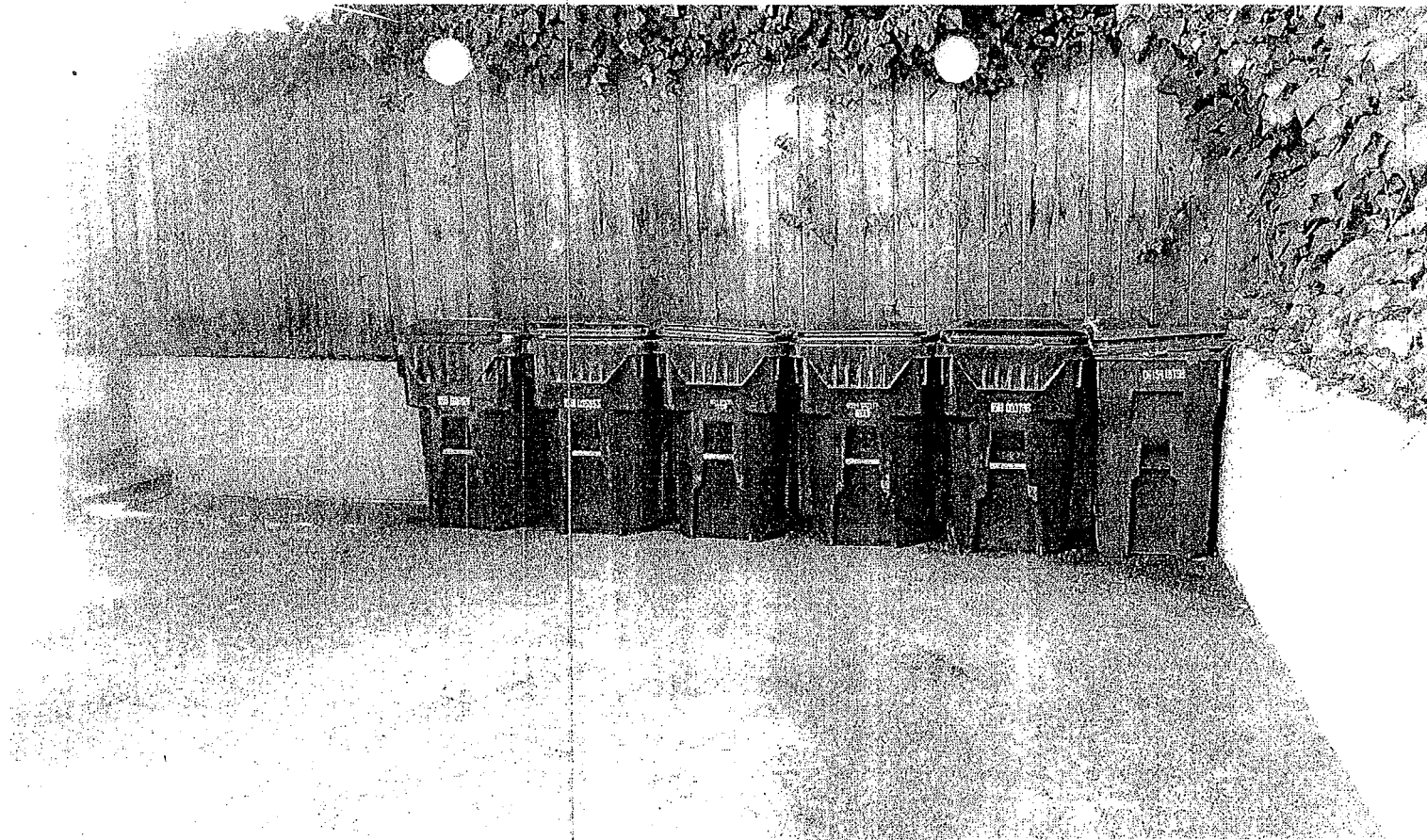


000027

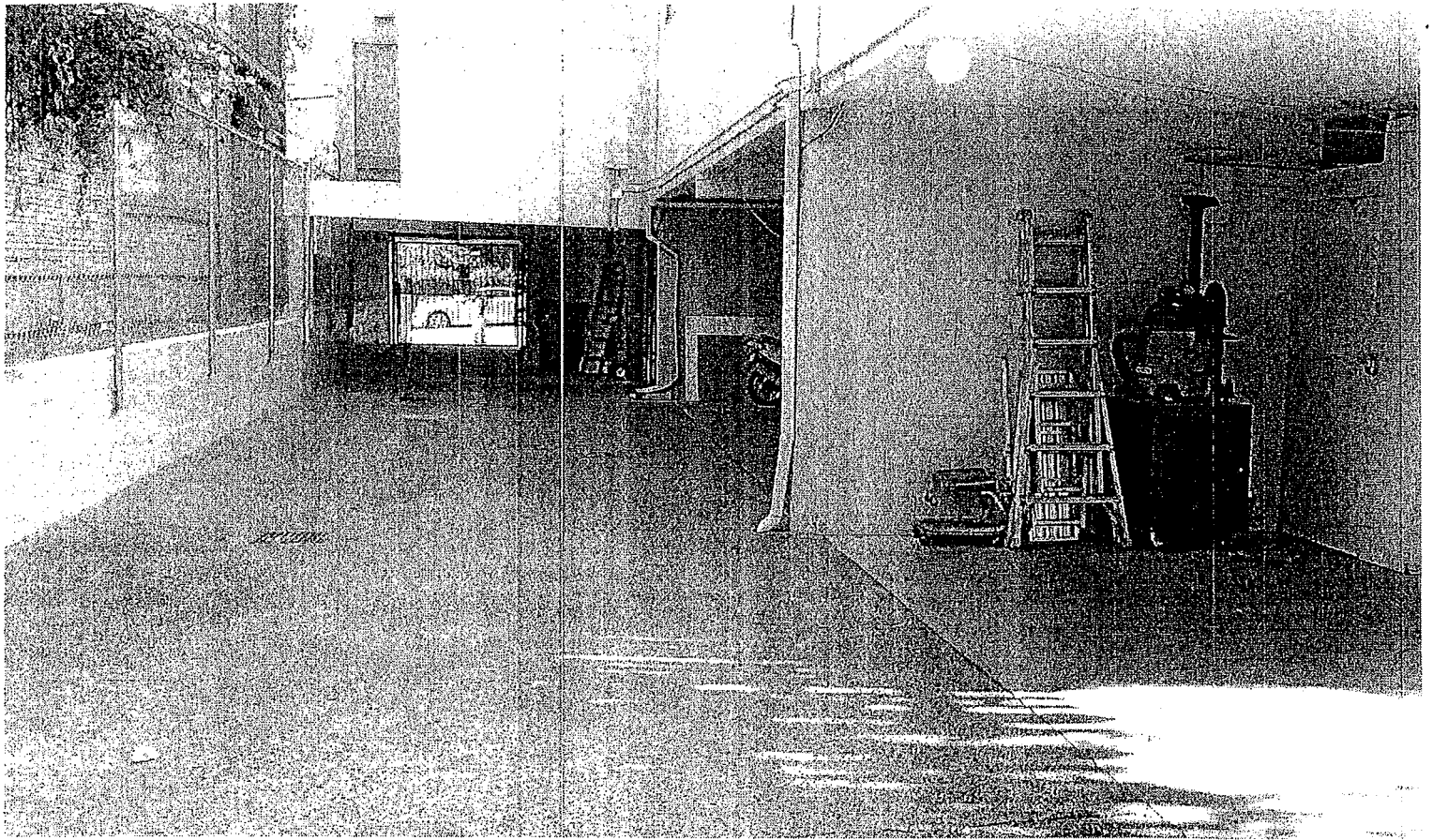
12



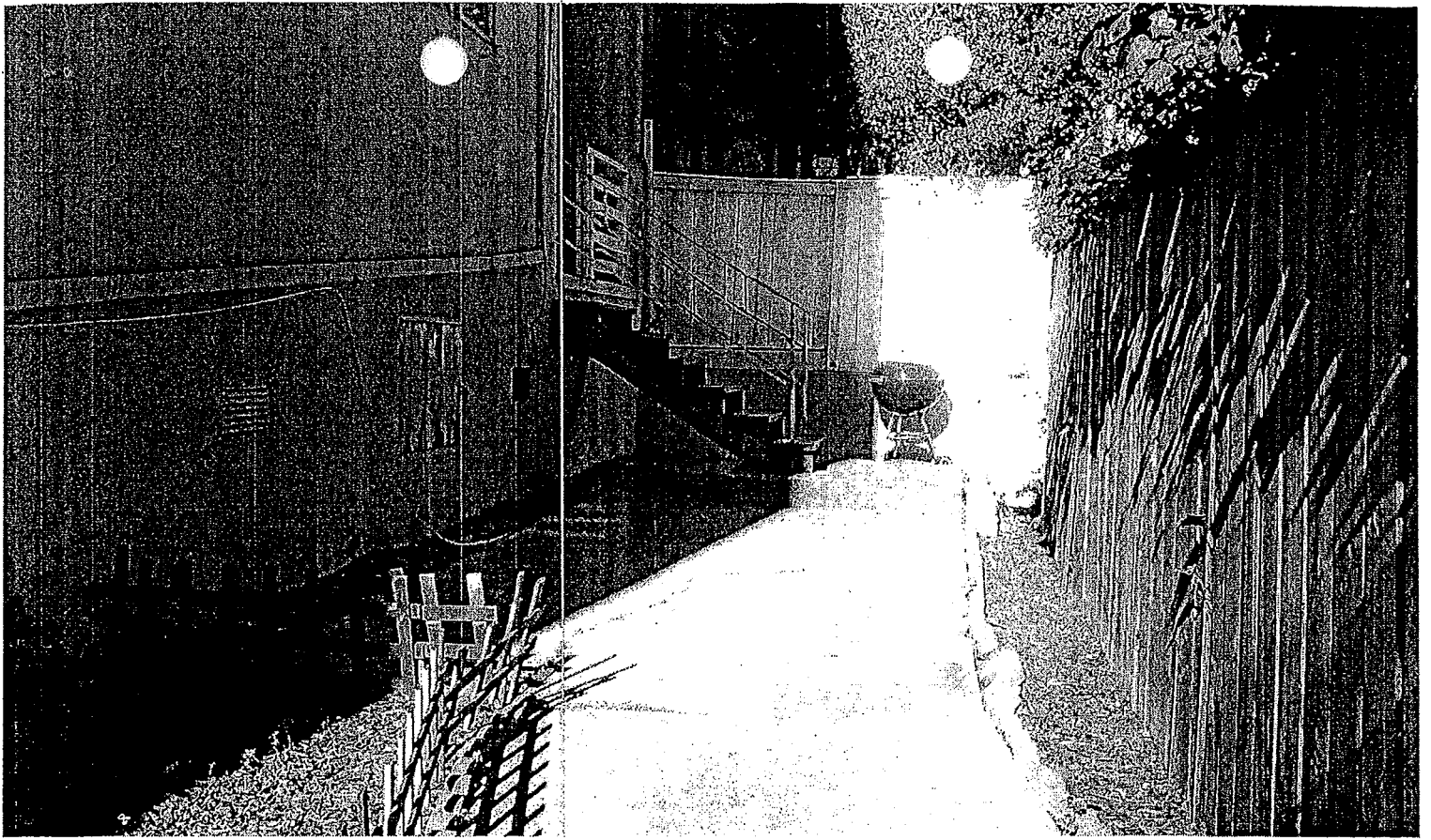
0000283



000029 14



030030 15



000031 16

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

2016 MAR -2 AM 9:14

Euclid Apartments LLC
c/o SFRENT/Pacific Investment Properties
1201 Fulton Street
San Francisco, CA 94117

Case No.: T15-0261

RESPONSE TO APPEAL

Appellant's Name

vs.

Kathryn Kojimoto
380 Euclid Avenue Apt 9
Oakland, CA 94610

Respondent's Name

1. Euclid Apt LLC¹ claimed was denied a sufficient opportunity to present their claim or respond to the petitioner's claim.

A. Euclid Apt LLC is making a serious allegation that the Oakland Rent Adjustment Program (RAP) office violated OMC 8.22.179 by deliberately and willfully not providing proper notification of the RAP Petition and Hearing of Monday September 21, 2015 with proof of service. Euclid Apt LLC is also stating that the US Postal Service deliberately and willfully did not send out or deliver this notification of the RAP hearing (See Exhibit I).

B. Tenant hand delivered to Euclid Apt LLC office, protest letters (with rent payment) regarding the propose rent increase of June 1, 2015 listed the reasons why and informed

¹ Euclid Apts, LLC according to the Alameda County Assessors' office and the California Secretary State Business Entities Division for 380 Euclid Avenue Oakland listed owners are Faramarz Nateghian, PO Box 20856 Piedmont CA and SF RENT/Pacific Investment Properties, 1201 Fulton Street San Francisco, CA 94117, CEO Sarosh Kumana; Fritz Jacobs, Vice President. (See Reference 1 regarding Ownership/Property Management relationship)

1 Euclid Apt LLC of Tenants' Petition to the RAP. ² The canceled checks and email
2 response letter from Fritz Jacobs (Vice President of Euclid Apt LLC) are
3 acknowledgement and proof that they were received by Euclid Apt LLC. Therefore,
4 Euclid Apt LLC was informed by Tenant regarding petition and was provided ample
5 opportunity to present their counter claim. (See Exhibit I)

6
7 2. Elevator: A. No Decrease in Service: Upon Euclid Apt LLC taking ownership in May 2014,
8 Tenant received the Pacific Investment Properties Handbook ³. The Handbook, states that
9 elevator works, it's just fragile and needs to be treated as such". (See Exhibit 2). Tenant
10 contacted on 3/11/2014, Juan Calderon, District Manager of the CAL/OSHA Elevator Unit,
11 Bay Area District Office, who stated the elevator at 380 Euclid Avenue Oakland was reported
12 broken in 2009 and landlord was encouraged to repair by the Oakland Code Enforcement
13 Agency, however owner claimed financial hardship (See Reference 5). Elevator was
14 officially decommissioned in 2012 to prevent a safety hazard. Euclid Apt LLC discriminated to
15 tenants with disability from 2009 to present (See References 2-5) access to their dwelling
16 units. From 2006-2013: A tenant with Parkinson Disease' lived on 3rd floor and was denied
17 accommodation of a working elevator, he is currently an inpatient resident at Piedmont
18 Gardens SNF. From 1995 to present: older tenant who fell on rear step of said property and
19 was ordered by City of Oakland Alameda Court restitution by co-owner Faramarz Nateghian
20 and currently suffers from pulmonary illness has been denied access to elevator; A tenant in
21 2014 who was physically challenged was forced to move due to no accommodations of an
22 elevator to 3rd floor dwelling unit.
23
24
25

26 ² See Exhibit I (copies of protest letters and rent payment made in the
27 propose rent increase due to threats by Euclid Apts LLC and email response by
Euclid Apts LLC).

28 ³ Pacific Investment Properties is a partner of SFRENT, which is co-
owner of Euclid Apts LLC (See Reference 1)

1 3. Elevator Is Not Required in 3 Story Building: According to Joey Gallardo, disability rights
2 advocate with Disability Rights California, ADA Section 1007.2.1 is Accessible Means of
3 Egress," *in buildings where a required accessible floor is 4 or more stories above or below a*
4 *level of exit discharge, at least one required accessible means of egress shall be an elevator"*
5 (See References 2-3)

6 4. State of Limitations: Tenant did meet the requirements and deadlines as stipulated in OMC
7 Chapter 8.2. F – Decrease Housing Services and OMC Chapter 8.2. A – Tenant Petitions.
8 (See Exhibit 4)

9 5. Unclean Hands:⁴ According to Accessibility Supplemental Plan Review No. 5 of the ADA
10 (revised in 2011); The State of California delegates to the County of Oakland, the authority to
11 ensure compliance with Title 24, Part 2 of the California Code of Regulations, where the
12 ADA and HUD requirements exceed those contained in Title 24, it is the owners
13 responsibility and consultants to ensure compliance with most of current ADA and HUD
14 regulations." Further, 11B-206.6: Elevators shall be permitted in multi-story residential
15 dwelling units. Certain types of privately funded multi story buildings were formerly exempt
16 from accessible requirements above and below the first floor under this code, but as of April
17 1, 1994, are no longer exempt due to more restrictive provisions previously approved and
18 built without elevators, areas above and below the ground floor are subject to the 20%
19 disproportionately provisions described even if the value of the project exceeds the valuation
20 threshold. " (See References 2-5)

21 6. The Doctrine of Estoppel was received in 3/4/2014 by Tenant. With the legal consultation of
22 the East Bay Community Law Center (See Exhibit 3) certain items were edited or redacted
23

24
25
26 ⁴ According to Joey Gallardo, of Disability Rights California, tenants
27 who lived in building prior to 2009 to 2012 when elevator was officially
28 decommission have decrease services. The Fair Housing of 1991 does not apply
to this building as it was built in 1960s. Please see References 2-4 on ADA
citation.

1 from certificate so tenant could not be held liable. The OMC 8.22.300, tenant filed Petition
2 to Oakland Rent Adjustment Program was submitted on time and it was approved as such.

3 7. Euclid Apt LLC claimed in its Appeal that Tenant filed for a Petition to the RAP too late.

4 Notice of rent increase to be effective June 1, 2015 was received one month prior with RAP
5 notice. (Rent increase from \$867.08 to \$885.55; please note due to threat by landlord to use 3
6 Day Notice to Evict, Tenant under duress has paid the increase amount from June 1, 2015 to
7 present). Tenant filed in May 2015 to the RAP and it was approved for a hearing. (See
8 Exhibit 4)

9
10 8. Housing Habitability: Euclid Apt LLC (owners, property management, vendors and Lindsay
11 Worrell, Resident Manager) have failed to exercise due diligence in completing repairs or
12 making repairs in a timely manner (i.e. Tenants' stove top and oven took 18 days to be
13 repaired in 2014) and to follow appropriate industry repair containment or remediation
14 protocols designed to minimize exposure to noise, dust, lead, paint, mold, asbestos, or other
15 building materials with potentially harmful health impacts (OMC 9.22.610 Tenant Protection
16 Ordinance of October 2014). From 2009 to present, Euclid Apt LLC (owners, property
17 management, vendors and Resident Manager) neglected, ignored, or delayed in making
18 repairs and maintenance that comply with State, Local building and health codes (California
19 Civil Code 1942) from deteriorated or defective foundation, flooring supports, providing
20 clean, sanitary building grounds free from debris, filth rubbish, garbage and other pests. (i.e.
21 5 years to repair light fixtures that had spider cobwebs hanging; clean laundry room and
22 equipment; 18 months to comply with California Residential Code R315 2013 regarding
23 carbon monoxide alarms; conducted unethical business management projects that were not
24 permitted and major disturbance to tenants due to excessive noise into the late hours for
25 several months in 2014; lot drainage that resulted in mini flood in 2014;) (See Exhibit 6).
26
27
28

1 9. Euclid Apt LLC continues to harass tenant regarding protested rent amount: From the time of
2 receiving proposed rent increase to be effective June 1, 2015 to present, Property
3 Management has harassed and threaten tenant to pay propose rent increase amount of
4 \$883.55. or face a 3 Day Notice to Evict. This threat is in violation of Oakland Municipal
5 Code, Chapter 8.22.300; Just Cause for Eviction (Measure EE); Tenant Protection Ordinance
6 Oakland Municipal Code 8.22.610; Oakland Municipal Code, Chapter 8.22.D – Operative
7 Date of Rent Adjustment When Petition is Filed, Item 3: (See Exhibit 5)

8
9 “When a party appeals the decision of a hearing officer, the tenant must continue to pay the
10 amount of the rent adjustment due DURING THE PERIOD PRIOR to the issuance of the
11 decision and the remaining amount of the noticed rent increase is NOT operative until the
12 board has issued its written decision”

13 Respondent agrees with the decision of Ms. Barbara Kong Brown, Esq, Senior Officer, Oakland
14 RAP made in November 2015 and it should stand approved for a decrease in services and the upkeep of
15 common areas of apartment complex; that partial restitution should be awarded and balance of what
16 tenant has paid in rent from June 1, 2015 to present be awarded to her as well and without further threats
17 and intimidation of owners and property management of Euclid Apts LLC.

18
19 I declare under the penalty of perjury, under the laws of the State of California, that the foregoing
20 is true and correct. I have personal knowledge of the matters stated herein and if asked to testify hereto I
21 could competently do so.

22 This declaration was executed on March 1, 2016 in Oakland, California.

23
24
25
26
27 
28 Kathryn Kojimoto

REFERENCES
Response to Appeal Case T15-0261

- 1
2
3
4
5
6
7
8
9
10
11
12
13
1. **Relationship of Owners and Property Management:**Euclid Apts, LLC according to the California Secretary of State Business Entities office, Entity Number: 201406105314; Date Filed: March 3, 2014; Agent for Service: Sarosh Kumana, CEO of SFRENT/Pacific Investment Properties, 1201 Fulton Street, SF CA 94117. Partial list of owners: Faramarz Nateghian, Fritz Jacobs, Peter Edelmuth and Pinecrest Apt LLC, entity filed: 1991535210007; date filed: 12/18/1995; Agent of Service: Sarosh Kumana, CEO of SF RENT/Pacific Investment Properties, 1201 Fulton Street SF. (Note: Pinecrest Apts LLC is located in Nemora Illinois, a multi family apartment complex). The Alameda Assessor's office informed tenant of this information also in August 2014 when property management were renovating a vacant apartment without proper permit and licensed contractor. Rent payments and letters of concern regarding Euclid Apts LLC are hand delivered to: SFRENT, 1201 Fulton Street, SF CA 94117

14
15

ADA references provided by Joey Gallardo, disability rights advocate, with Disability Rights California

- 16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
2. **ADA Section 1007.2.1: Accessible Means of Egress** required – in buildings where a required accessible floor is 4 or more stories above or below a level of exit discharge, at least one required accessible means of egress shall be an elevator”.
 3. **2011 Accessibility Supplemental Plan Review No. 5 ADA:** The State of California delegates to the City of Oakland, the authority to ensure compliance with Title 24, Part 2 of the California Code of Regulations; where the ADA and HUD requirements exceed those contained in Title 24, Part 2, it is the owners responsibility and consultants to ensure compliance with the current ADA and HUD regulations, as the City is not delegated the authority to plan review or inspect projects for ADA and HUD compliance.
 4. **2013 California Building Code:** 11B-233.3 – Residential dwelling units provided by entities not subject to HUD Sec 504 regulations; 11B-233.3.11 – Residential dwelling units with mobility features in public housing facilities with residential dwelling units; 11B-208.3.2: residential facilities containing residential dwelling units required to provide mobility features and adaptable features complying with Chapter 11A Division IV; 11B-2016.6: elevators shall be permitted in multi-story residential dwelling units

32

Financial Hardship Claims:

- 33
34
35
36
37
38
39
40
41
42
43
44
5. **Euclid Apt LLC cannot claim financial hardship in regards to repairing the elevator:** Sarosh Kumana is a real estate entrepreneur and investor; owns over 100 units and partial owner in many buildings in the SF Bay Area (including Oakland) and other places in the country; he runs a very financial profiting government foreclosure brokerage and mortgage brokerage in the SF Bay Area (especially in Silicon Valley). He was main financial backer in SF to promote condo conversions with tenant evictions and displacement as well as erode rent control by severing their leases.
 - A. SF Gate: SF Chronicle June 5, 2001: “Sarosh Kumana’s controversial plan to solve SF housing crisis.
 - B. SF Gate: SF Chronicle June 28, 2008: Weiner Supports for Plan C Could Shape Democratic Race “ (main financial backer of Prop R, promotes condo conversions, abolish rent control)

REFERENCES
Response to Appeal Case T15-0261

- 45 C. SF Gate SF Chronicle 2015: During last year's election in SF – Mr. Kumana supported big
46 business and growth in the Mission District (where he and co –owner Faramarz Nateghian
47 own condos and other properties) and other candidates who supported big corporate business
48 instead of low income tenants (Randy Shaw, Director, Housing America/Tenderloin Housing
49 Clinic, San Francisco CA.)
- 50 D. Faramarz Nateghian owns other properties in SF Bay Area also has the financial means to
51 provide to repairing the elevator. He owns: 287 Monte Vista Avenue Piedmont (20 apt
52 units); 545 Guerrero St SF (13 condos); 2431 College Avenue Berkeley (13 apt units); 687
53 Foxtail Drive Sunnyvale (4 apts);289 Church Street, SF (condos); plus the 22 unit apt
54 complex in question (380 Euclid Avenue Oakland)
- 55
- 56 6. Oakland Municipal Code, Chapter 8.2 – D: Operative Date of Rent Adjustment when Petition
57 Filed: “Item 3. When a party appeals the decision of a hearing officer, the tenant must continue to
58 pay the amount of the rent adjustment due during the period prior to the issuance of the decision
59 and the remaining amount of the noticed rent increase is not operative until the board has issued
60 its written decision”.
- 61
- 62 7. Common Area Maintenance: California Civil Code 1942: Habitable Housing – landlords must
63 repair conditions seriously affect the rental units habitability. They must repair substantial defects
64 that seriously comply with State, Local building and health codes (including Fire Prevention – i.e.
65 alarms); Provide effective waterproofing and weather protection of roof and exterior walls,
66 provide clean, sanitary building grounds, appurtenance, free from debris, filth, rubbish, garbage,
67 vermin and other pests; floors, stairways, railings in good repair. Section 6.64.030 – repair light
68 fixtures and prevent accumulation of litter, rubbish and debris. Section 17920.3 – Substandard
69 building – B1: deteriorated or inadequate foundation; B2: defective or deteriorated flooring
70 and/or floor supports; B4: members of walls, partitions, or other vertical supports that split, lean,
71 list or buckle due to defective material, deterioration, lack of weather protection for exterior walls
72 including lack of paint or other approved protective coverage.
- 73 8. Euclid Apts LLC (owners, vendors, property management and resident manager) allowed tenants
74 to move into a renovated apartment before final approval by the Oakland Code Enforcement
75 Agency. Tenants moved in December 2014 were reported to the Oakland Police Department on a
76 regular basis regarding several disturbances and domestic violence disputes. Tenants were
77 allowed to continue to live in apartment complex until December 2015 when they were moved
78 out. By allowing this kind of behavior to continue without any reprisals from owners, property
79 management and Resident manager, especially the numerous interventions by the OPD, possibly
80 endangered the lives of tenants especially children who reside in this complex.
- 81 9. Code Violations and Common Area Maintenance: For renovation of apartment 4 at 380 Euclid
82 Avenue, Oakland CA, work commenced by Lindsay Worrell (Resident Manager) who claimed he
83 was a licensed contractor – according to the California Contractor website (www2.cslb.ca.gov):
84 Lindsay Worrell, license #868396 for Cannon Painting; status expired and not able to contract at
85 this time; contractor bond with American Contractors Indemnity Company cancelled 10/18/2007
86 and is exempt from workers compensation as of 11/7/2005. Resident Manager also installed water
87 heater without obtaining proper permit and had to re-install base on site visit of Oakland Code
88 Enforcement. This same individual claims to provide common area maintenance. For the past
89 couple year, common area maintenance has been done by either a older man (see Exhibit 5) or the
90 “nephew” of Lindsay Worrel (Resident Manager) and sometimes Mr Worrell . The older man
91 verbally informed other tenants, that he is a tenant has been told and instructed to do such
92 common area maintenance by Lindsay Worrell. If this is the case, he should be compensated for
93 such services rendered instead of the resident manager. Resident Manager has been reported to
94 EBMUD and Public Works Agency for excessive water abuse and illegal dumping on site.

000038



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

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: T15-0261, Kojimoto v. Nateghian
PROPERTY ADDRESS: 380 Euclid Avenue, No. 9, Oakland, CA
DATE OF HEARING: September 21, 2015
DATE OF DECISION: November 24, 2015
APPEARANCES: Kathryn Kojimoto Tenant
No appearance by owner

SUMMARY OF DECISION

The tenant petition is GRANTED IN PART.

INTRODUCTION

The tenant filed a petition on May 18, 2015, which contests a rent increase from \$867.08 to \$883.55 on the grounds that she did not receive the Notice of the Rent Adjustment Program at least six months prior to the effective date of the contested rent increase and she also claims a loss of services that was previously provided by the owner.

The owner did not file a response to the tenant petition and did not appear at the Hearing. The tenant petition and Notice of Hearing were sent to the owner, Faramarz Nateghian at P.O. Box 20856, Piedmont, CA, 94620 and also to S.F. Rent Net, 1202 Fulton Street, San Francisco, CA 94117, on May 21, 2015, with a proof of service and these documents have not been returned to the Rent Adjustment Program. The Hearing was properly noticed and proceeded in the owner's absence

000039

THE ISSUES

1. Has the tenant ever been provided with the Notice of the Rent Adjustment Program?
2. Is there a code violation?
3. Have the tenant's housing services been decreased and, if so, by what percentage of the total housing services that are provided by the owner?

EVIDENCE

Notice of Existence of the Rent Adjustment Program and Rent Increase Notice

The tenant testified that she moved into her unit at an initial monthly rent of \$825 in 2009 and first received the notice of the existence of the Rent Adjustment Program on October 1, 2013. She also received the RAP notice on February 5, 2015, and on April 23, 2015. She provided a copy of a signed RAP notice for February 5, 2015, and April 29, 2015.¹ She is currently paying \$883.55 monthly since June 1, 2015.

Code Violations/Decreased Housing Services

The tenant testified regarding her claim of the following decreased housing services/code violations:

Drainage Issue-The courtyard was not properly graded and the drainage is blocked because the gutter is split and it leaks into the elevator when it rains.

Pillars/foundation-There was dry rot on the pillars and the second floor landing leans toward the courtyard and the wood is not properly treated but she did not complain to the owner about this condition and she does not know if the condition has been repaired.

Wood railing-The wood railing was repaired in December 2014 but it has not been properly treated.

Water heater installed without permits-The water heater was installed in November 2014 without permits and a Notice of Violation was issued. It was repaired in December 2014.

No light bulbs and exterior light fixtures-It took more than five years to have this work completed.

¹ Ex. Nos. 2 and 4

Weeds and trees-It took five months to have weeds scaled back and trees need to be scaled back.

Wifi-The wifi installed by private independent contractor has to meet certain voltage requirements.

Elevator-The elevator was decommissioned in October 2012 and there is no access to it.

Illegal dumping by the resident manager-The resident manager has been illegally dumping debris and furniture on several occasions in 2014. Also, in April 2015 there has been illegal dumping of mattresses, bedframes, furniture, etc.

Cleanliness of courtyard, stairs, stairwell walls, ceiling, of debris, vermin, urine, garbage-The tenant did not provide any testimony regarding this complaint.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

RAP Notice and Rent Increases

Notice and Filing Requirements: The Rent Adjustment Ordinance requires an owner to serve notice of the existence and scope of the Rent Adjustment Program (RAP Notice) at the start of a tenancy² and together with any notice of rent increase.³

The owner provided the tenant with the RAP notice in October 2013, February 5, 2015 and April 29, 2015. Therefore, the rent increase from \$867.08 to \$883.55 is valid. The tenant has paid this increase since June 2015 so there is no rent underpayment.

Code Violation/Decreased Housing Services

The tenant alleged various code violations. However, she did not provide any evidence of a citation by a city inspector.

Under the Oakland Rent Ordinance, a decrease in housing services is considered to be an increase in rent and may be corrected by a rent adjustment.⁴ 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 is required to be provided in a contract between the parties. The tenant has the burden of proving decreased housing services by a preponderance of the evidence. The tenant also has

² O.M.C. Section 8.22.060(A)

³ O.M.C. Section 8.22.070(H)(1)(A)

the burden of proving notice to the owner about a complaint and the owner must be afforded a reasonable opportunity to respond to the complaint.

Water Heater

Regarding the complaints about the water heater, it was repaired in December 2014 and the tenant did not allege any problem with the water heater other than that it was installed without a permit. This does not itself affect the habitability of the tenant's unit and this claim is denied.

Light bulbs, exterior light fixtures and wood railing

Regarding the light bulbs, exterior light fixtures and the wood railing they have been repaired. Although the tenant testified that the railing has not been properly treated it does not present a safety issue because the owner repaired the railing and it simply needs a water resistant finish. Compensation is denied for this item.

Drainage and pillars/foundation

Regarding the complaints about the drainage and the pillars/foundation there is no objective evidence that these issues seriously affect the habitability of the tenant's unit and compensation for these items is denied.

Illegal dumping

The complaints regarding the illegal dumping occurred intermittently and have been resolved. The weeds have been abated. The testimony regarding the trees does not present serious condition regarding habitability. Compensation for this item is denied.

Wifi

Regarding the wifi, there is no evidence that the tenant does not have access to wifi. Compensation for this item is denied.

Common Area Maintenance

Regarding common area maintenance, it is the owner's responsibility to keep this area clean and free of debris, vermin and urine. The tenant's testimony is undisputed because the owner did not appear at the hearing. Compensation for this item is granted.

Elevator

Regarding the elevator, the tenant is entitled to a working elevator, which was operable when she rented her unit. Compensation for this item is granted.

Section 8.22.090 (2) O.M.C. provides that a tenant petition must be filed within 60 days after the date of service of a rent increase notice or the date the tenant first receives the RAP notice, whichever is later.⁸ This includes a complaint for decreased housing services, which is defined as a rent increase.⁹ The tenant received the RAP notice initially in October 2013. The condition with the elevator arose in October 2012. The tenant did not file the tenant petition for decreased housing services until May 18,

2015. Therefore restitution is limited to 60 days prior to the filing of the tenant petition and compensation is granted for these items from March 18, 2015.

The preferred method of evaluating decreased housing services is consideration of all services provided by an owner and then determining the percentage by which total services provided by the owner have decreased because of the lost housing services. Based on the totality of the circumstances and considering the total bundle of housing services, the value of the decreased housing services is stated in the following table.

VALUE OF LOST SERVICES

Service Lost	From	To	Rent	% Rent Decrease	Decrease /month	No. Months	Overpaid
Elevator	3/15	11/15	\$883.55	5	\$44.18	9	\$397.60
Common area Maintenance	3/15	11/15	\$883.55	2	\$17.67	9	\$159.04

						TOTAL LOST SERVICES	\$556.64
From	To	Monthly Rent paid	Max Monthly Rent	Difference per month	No. Months	Sub-total	
						MONTHLY RENT	\$883.55
						TOTAL TO BE REPAYED TO TENANT	\$ 556.64
						TOTAL AS PERCENT OF MONTHLY RENT	63%
						AMORTIZED OVER 9 MO. BY REG. IS	\$61.85

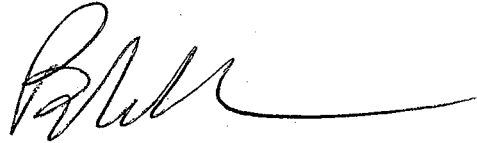
ORDER

1. Petition T15-0261 is granted in part. The rent increase effective June 1, 2015, is valid. The tenant's base rent is \$883.55 monthly.
2. The tenant has overpaid rent for past decreased housing services from March 18, 2015, totaling \$556.64. The tenant is entitled to a monthly rent adjustment of \$58.85 for current decreased housing services.
3. The rent over payment is amortized as follows:

Base Rent	\$883.55
-rent overpayments for past dhs=\$556.64/9=\$61.85	- \$61.85
-current decreased housing service-garbage can=	- \$61.85
Current rent payment commencing December 1, 2015, and ending August 31, 2016	\$759.85

4. The owner may increase the tenant's rent by \$44.18 when he provides a working elevator, upon proper notice in accordance with the Rent Ordinance and Section 827 of the California Civil Code.
5. The owner may increase the tenant's rent by \$17.67 when he keeps the common area clean and free of debris, vermin, and urine, upon proper notice in accordance with the Rent Ordinance and Section 827 of the California Civil Code.
6. The owner may also impose rent increases to which she is otherwise entitled under the Rent Adjustment Ordinance beginning six months after first serving the tenant with a copy of the Rent Adjustment Program Notice to Tenants and in accordance with the Rent Ordinance and California Civil Code Section 827.
7. Right to Appeal: **This decision is the final decision of the Rent Adjustment Program Staff.** Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) 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: November 24, 2015



Barbara Kong-Brown, Esq.
Senior Hearing Officer
Rent Adjustment Program

4. The owner may increase the tenant's rent by \$44.18 when he provides a working elevator, upon proper notice in accordance with the Rent Ordinance and Section 827 of the California Civil Code.
5. The owner may increase the tenant's rent by \$17.67 when he keeps the common area clean and free of debris, vermin, and urine, upon proper notice in accordance with the Rent Ordinance and Section 827 of the California Civil Code.
6. The owner may also impose rent increases to which she is otherwise entitled under the Rent Adjustment Ordinance beginning six months after first serving the tenant with a copy of the Rent Adjustment Program Notice to Tenants and in accordance with the Rent Ordinance and California Civil Code Section 827.
7. Right to Appeal: **This decision is the final decision of the Rent Adjustment Program Staff.** Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) 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: November 24, 2015



Barbara Kong-Brown, Esq.
Senior Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE

Case Number T15-0261

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 Administrative 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:

Tenant

Kathryn Kojimoto
380 Euclid Ave. #9
Oakland, CA 94610

Owner

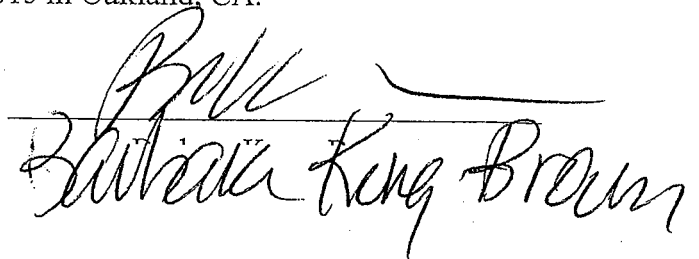
Faramarz Nateghian
P.O. Box 20856
Piedmont, CA 94620

Owner Representative

S.F. Rent Net, LLC
1201 Fulton St.
San Francisco, CA 94117

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on November 25, 2015 in Oakland, CA.


Barbara King Brown

000046

T15-0241 MS/BKB

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 MAY 18 AM 8:58
--	--

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

Your Name Kathryn Kojimoto	Rental Address (with zip code) 380 Euclid Avenue Apt 9 Oakland CA 94610	Telephone 510.836.8951
Your Representative's Name	Mailing Address (with zip code)	Telephone
Property Owner(s) name(s) SFRENT (Mr. Jacobs, David Legosimo) Faramarz Nateghian	Mailing Address (with zip code) 1201 Fulton Street SF CA 94111 P.O. Box 20856 Redmont CA 94620	Telephone (415) 861.7648 (408) 768.8570

Number of units on the property: 22

Type of unit you rent (circle one)	House	Condominium	<input checked="" type="radio"/> Apartment or Room
Are you current on your rent? (circle one)	<input checked="" type="radio"/> Yes	<input type="radio"/> 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 greater than the annual CPI increase allowed, on the grounds that:

- (a) The increase(es) exceed(s) the CPI Adjustment and is (are) unjustified;
- (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 illegally after the unit was vacated (Costa-Hawkins violation). **Not all such increases are illegal. See OMC 8.22.080.**

I (We) contest one or more rent increases, regardless of amount, on the grounds that:

- (d) No written notice of Rent Program was given to me together with the notice of increase 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 I am contesting.
- (f1) The housing services I am being provided have decreased. (Complete Section below)
- (f2) At present, there exists a health, safety, fire, or building code violation in the unit for which the owner has been cited in an inspection report. Please attach a copy of any citation or report.
- (g) The contested increase is the second rent increase in a 12-month period.

* Note: at present, there exists a building code violations for 380 Euclid Avenue Oakland by Oakland Code Enforcement which the owners have been cited for.

000047

II. RENTAL HISTORY You must complete this section.

Date you moved into the Unit: 9; May 2009. Initial Rent: \$ 825.00 /mo.
 When did your landlord first provide you with a written NOTICE TO TENANTS of the existence of the Rent Adjustment Program? Date: 10/1/2013. If never provided, enter "Never."

- Is your rent subsidized or controlled by any government agency, including HUD (Section 8)? Yes No
- If you are challenging a rent paid to a former owner, what is his or her name and address?

List all rent increases received. 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?	Landlord's name.
		From	To			
8/13/2013	10/1/2013	\$ 825	\$ 867.08	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Foumarz Natkhanian
4/29/2015	6/1/2015	\$ 867.08	\$ 883.55	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SFRENT + Faramarz Natkhanian
		\$	\$	<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)

List case number(s) of all Petitions you have ever filed for this rental unit: TI4-0337 (8/1/2014)
709-0131 (10/2009)

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 landlord? Yes No
- Have you lost services originally provided by the landlord? Yes No
- Are you claiming any serious problem 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 or service(s) and problem(s) and explain how you calculate the dollar value of the service(s) lost or loss of use of the unit. Be sure to include at least, the following: 1) List the lost housing service or the serious problems; 2) State the date the loss began or the date you began paying for the service; 3) how you calculate the value of lost service. 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)

000048

IV. VERIFICATION Each petitioner must sign this section:

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

Kathryn Kajimoto
Tenant's Signature

May 18, 2015
Date

Tenant's Signature

Date

IV. MEDIATION AVAILABLE. You have the option of mediating your complaints before going to hearing. Mediation is an entirely voluntary process to assist you in reaching an agreement with your landlord. In mediation, the parties discuss the situation with someone not involved in the dispute, discuss the relative strengths and weaknesses of the parties' case, and consider the needs of the parties involved.

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 agree to mediation before a Rent Adjustment Program Hearing Officer, a mediation session will take place before the hearing begins. If you and the landlord 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.

You may bring a friend, representative or attorney to the mediation session. Mediation will be scheduled only if both parties agree and after your petition has been filed and your landlord's response has been filed with the Rent Adjustment Program. **The Rent Adjustment Program may not schedule a mediation session if your landlord 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

V. 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

Your landlord will be 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. However, 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 review.

000049

April 30, 2015

Oakland Rent Adjustment Program Complaint

Protesting rent increase by landlord owners and property management of Euclid Apt LLC (SFRENT Sarosh Kumana, Fritz Jacobs et al and individual co-owner Faramarz Nateghian) of "allowable increase" of 1.9% (\$16.47) effective June 1, 2015 to 380 Euclid Avenue Apt 9 Oakland from \$867.08 to \$883.55.

"The Oakland Rent Adjustment Program Tenant Petition states, a tenant can contest rent increases regardless of amount on the grounds that : A City of Oakland notice of the existence of the Rent Program was not given to me at least **six (6) months before** the effective date of the rent increase I am contesting. "

Note: I received on 2/15/2015 (as did all the tenants) that repairs will be done – I did not request any repairs to my individual unit and this was in response to overdue requests to maintenance requests. In addition, I did receive a notice of the RAP with a notice for tenants share (\$15.00) for its annual fee, which I did paid.

Note: I received on 4/29/2015 a notice in the mail of the RAP along with a Notice of Rent Increase effective June 1, 2015.

Keith Mason informed and advised me that since owners/property managers did not provide the RAP notice and Notice of Rent Increase 6 months before the effective date of the rent increase, it is in violation of the Rent Adjustment Ordinance. He further informed me that the RAP states very clearly, "every rent increase given in violation of this section of the ordinance is invalid".

Housing consultants upon reviewing with me the RAP/Ordinance and other related housing procedures, etc, advised, " a tenant has the right to request in writing a summary of owner's justification for the rent increase within 30 days (which I did) of being served with a rent increase notice" (the landlord/property mgr have 15 days to respond, which you have – which is included in this petition).

According to Oakland's Rent Adjustment Program, "if your (tenant) petition meets the minimum requirements then your landlord(s) must justify the increase to the Rent Adjustment Program".

SFRENT staff verbally stated when I asked for summary of justification of rent increase stated it was for utilities, extra taxes, maintenance and repairs .No summary of justification was provided, despite requests.

The landlord owners and property management of Euclid Apt LLC, need to justify this rent increase by presenting copies of: utilities, taxes, maintenance and repair costs over the last year. The invoices **must not be** cost incurred due to unethical business management that resulted in several violations reported and cited to: Oakland Code Enforcement Agency; Oakland Permit Board; Oakland Public Works Agency; Oakland Sanitation and Garbage; East Bay Municipal Utility Board. Further, invoice copies **must not be** cost incurred due to unethical business transactions and relationship with: Five Star General; The Specialist Home & Apartment Improvement; Meraz Home Repairs; Jorge Lopez, wifi installers and New Century Appliance.

The last repairs on my individual unit took place in May 2014 – it took **18 days** that I had to wait for the job to be completed! – (to repair a stove top and oven which was not working!) The bill from

000050

New Century Appliance should not be used as justification they did not complete the job until a SFRENT independent electrician came out. Property management, landlord owners, and their employess (resident manager and the vendors they work with) have abused water and caused extra garbage delivery services due to illegal dumping violations reported to the Oakland Public Works Agency. The sewer line that was installed in May 2014, should not be considered either as this lot drainage was noted and cited by 2/10/2014 case #1400052 Oakland Code Enforcement Agency, Inspector Anthony Harbaugh. (The storm in December 2014 exposed lot drainage still existed as garage, front entrance of gutter flooded).

Maintenance and repair costs or business management decisions for the past year that resulted in formal complaints and code violations to Oakland Code Enforcement:

2/10/2014: Complaint Case #140052: violation of – courtyard not properly graded; lot drainage issues in courtyard and garage; roof gutter is split, leaks and is rusty and needs to be replaced; lot drainage in courtyard and garage blocked

Complaint #1403059: (8/13/2014): apt renovation of Apt 4 without proper permits and licensed contractor; NOV issued, doubled permit fees and fines issued; in 12/2014 tenants new tenants were allowed to move into unit before final approved inspection by Oakland Code Enforcement

Complaint #1403688 (10/13/2014): water heater installed without proper permits. NOV issued

Complaint #1403984: (9/2014) courtyard and garage not properly graded; sewer lot drainage blocked; pool when rains; roof gutter is split and leaks into elevator shaft and apt landings

Complaint #1403949 9/2014): pillars and foundations showing signs of dry rot and decay; 2nd floor landing leans towards courtyard; wood not properly treated against elements (water, rot, decay, carpenter ants; termites, etc)

Complaint 12/12/2014) wifi installed by private independent contractor has to meet certain voltage requirements

Complaint 10/2014: wood railing needs to be properly treated, inspection report, 12/2014.

Other serious violations reported: (this may have resulted in extra utilities cost incurred by property owners and management as a result of unethical conduct and code violations with Oakland Code Enforcement).

Elevator decommissioned in 10/25/2012; no access to dwelling units for disabled tenants, violation of Title 24

3/6/2014: complaint to Oakland Fire Prevention and Support Bureau, violation of CHS S 3262 dwelling unit apartments and closet were water heater is – were not properly installed with carbon monoxide alarms after several attempts to have landlord installed. Law effective January 1, 2013; were installed on 3/11/2014 in each apt unit but no carbon monoxide alarm where water heater is.

2/23/2014: report to Public Works Agency Call Center – SR 504700 – illegal dumping of debris and furniture by resident mgr

3/14/2014: report to Public Works Agency Call Center SR 507886, illegal dumping of debris and furniture by resident mgr

000051

3/16/2014: report to Public Works Agency Call Center – SR568420 – illegal dumping debris and furniture by resident mgr

5/29/2014: Call to EBMUD; 5 hrs of water usage abuse to wash down cement flooring of garage and laundryroom

7/9/2014: report to Public Works Agency Call Center (SR527954) illegal dumping of debris and appliances by resident mgr

7/11/2014: report to Public Works Agency Call Center (SF527954) illegal dumping of debris, appliances by resident mgr

8/8/2014: report to EBMUD – excessive abuse of water for non-essential purposes – resident mgr washing truck and ice coolers

8/15/2014: report to Public Works Agency Call Center – illegal dumping of barbecue grill, window blinds and wood planks by resident mgr

2/15/2015: Call to EBMUD – leaking water valve – valve broken, leaking water into courtyard for 3 days non stop

2/18/2015: Call to EBMUD – independent contractors from The Specialist Home & Apartment Improvement and Meraz Home Repairs, watering down courtyard and front sidewalk – water abuse for non essential purposes

4/1/2015: Call to Public Works Agency – illegal dumping of mattresses, bedframes, furniture, etc In addition, landlord owners and property management of Euclid Apt LLC, have neglected or delayed or ignored requests for maintenance or providing timely response to maintenance requests. They have also conducted in unethical and questionable business management behavior that has impacted the health, safety, and well being of the people who reside at 380 Euclid Avenue Oakland.

The following maintenance requests were submitted in May 2014 to SFRENT, followed up with letters from June 1, 2014 to present that were ignored or not responded to:

1. Request #13570 (5/6/2014) no light bulbs and exterior light fixtures (**this took 5 years, 2 ½ months to get completed**) CHS violation Art 10. S 15.08.340
2. Request on 5/6/2014: clean laundryroom, unsanitary conditions (result – 5 hrs of abuse of water – really other ecological wise methods could have been utilized instead)
3. Request #13571: consult gardener to scale back weeds and trees in front of bldg. – resulted in resident mgr using chainsaw to make a mess and then cover it up in 20/2014, **5 months to complete** – trees still need to be scale back properly so they do not interfere with utility lines – still pending
4. Request #13565: clean courtyard, stairs, stairwell walls, ceilings, of debris, vermin, urine, garbage, etc – **still pending**
5. Request #13566: consult expert regarding courtyard and garage grade; it pools when it rains; roof gutter rusty and is split causing leak into elevator shaft and landings; lot drainage blocked – **still pending (now code violation complaint)**
6. Request #13567: consult expert regarding split in pillars, foundation, landings lean, wood show signs of decay, dry rot, deterioration from neglect, lack of weather protection, etc) – **still pending; wood railings installed need to be properly treated; final approval by Oakland Code Enforcement pending**

000052

7. Request #13572: consult expert regarding front sidewalk and curb grade unevenness in front of 380 Euclid Avenue (possible safety hazards) – **still pending**

In summary, the landlord owners and property management have not met their responsibility as detailed in the rental agreement and estoppel certificate and have violated the California Civil Code 1941 and other California Health & Safety 17910 Article 15.08 and other violations already noted in this petition. The landlord owners and property management actions that have resulted in violations or due to their own reckless behavior by their employees and vendors and any financial burden. Finally, the landlord owners/property management have violated the Oakland Rent Adjustment Program, RAP ordinance, and other Oakland Tenants rights by imposing this rent increase.

Kathryn Kojimoto

000053

RE: Re Case. 1403059

Schimm, Randy
10/31/14

To: Kathy Kojimoto

Kathy,

I went on my scheduled inspection on October 29, 2014 to address the complaint #1403688 regarding the water heater installed without permits. I have sent a Notice of Violation to the property owner and they have 30 days to comply. I further looked at the railings and it appears they did not remove the originals but simply added wood parts to make it safer for the residents. Since they did not alter the original railings or weaken them in any way, they will be required to finish them in a water resistant finish as any wood trim would require.

For any future potential violations, please contact the code enforcement number to file a formal complaint as I cannot go onsite for an inspection unless a complaint is formally filed.

I appreciate your working with me on our inspection process and procedures. To make it easier on you, I have included a link for you to file a complaint online.

<https://aca.accela.com/oakland/>

Thanks again for attention to these matters.

Sincerely,
Randy

Randy Schimm

City of Oakland
Specialty Combination Inspector
Bureau of Building Services
(510) 238-3846

000054

RE: Re Case. 1403059

Schimm, Randy
11/05/14

To: Kathy Kojimoto, Smith, Sandra M, Wilson, Isaac, Labayog, Edward

Good afternoon Kathy,

I did not see the railing in the photo you sent. I wish I had this information prior to my inspection as it would have helped. When I inspected the water heater, I was brought around the front of the building and am assuming the railing you are referring to is in the very back. Perhaps that's why I was directed towards the front of the property and around to the utility room.

As I advised you, I took photos of the areas you were concerned about and discussed it with our Sr. inspector at the permit counter and we both concluded that the additional wood to the railings only made it safer and should not require a permit. **We did discuss that they need to be finished with a protective paint coating however.**

In regards to the original filed complaint #1403688, which was the water heater installed without permits, I did issue a notice of violation to the property owner. Thank you for filing the complaint.

I would like to request that you continue to use the process as it does work, however, please file a formal complaint with Code Enforcement as we can then schedule these cases and inspections accordingly. Further, I would also request that you first address the property manager or owner of your concerns prior to contacting Code Enforcement as is indicated on our Tenant Complaint form. This gives them the opportunity to rectify any issues you may have first.

Thank you again for your cooperation.

Sincerely,

Randy

000055

CHRONOLOGICAL CASE REPORT

Case No: T15-0368
Case Name: Bivens v. Ali
Property Address: 1516 27th Ave., #33, Oakland, CA
Parties: Kevisha Bivens (Tenant)
Adel Ali (Agent of Owner)

LANDLORD APPEAL

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	July 23, 2015
No Landlord Response filed	
Hearing held	November 19, 2015
Unit Inspected	January 12, 2016
Hearing Decisions issued	January 20, 2016
Landlord Appeal filed	February 4, 2016

City of Oakland Residential Rent Adjustment Program 250 Frank Ogawa Plaza, Suite 5313 Oakland, California 94612 (510) 238-3721		2017/11/15 11:51 APPEAL	
Appellant's Name PEPPER TREE APARTMENTS		Landlord <input checked="" type="checkbox"/>	Tenant <input type="checkbox"/>
Property Address (include Unit Number) 1516 27TH AVE., # 33 OAKLAND, CA 94601			
Appellant's Mailing Address (For receipt of notices) PEPPER TREE APARTMENTS 515 INDEPENDENT ROAD OAKLAND, CALIF. 94621		Case Number T15-0368 BIVENS V ALI	Date of Decision appealed 2/1/16
Name of Representative (if any)		Representative's Mailing Address (For notices) PEPPER TREE APTS. 515 INDEPENDENT ROAD OAKLAND, CALIF. 94621	

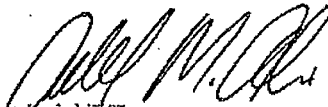
appeal the decision issued in the case and on the date written above on the following grounds:
 (Check the applicable ground(s). Additional explanation is required (see below). Please attach additional pages to this form.)

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.

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 3. 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 2/4, 2006, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

Name	ALEX AVILES, mantanice mgr. Crystal Moore, Prop. mgr
Address	515 Independent Road, Oakland
City, State Zip	Oakland, Calif. 94621
Name	KEVISHA BIVENS (TENANT) OOES 1-10
Address	1516 - 27TH AVE., #33 OAKLAND.
City, State Zip	Oakland, California 94601

 SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	2/2/16 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.

Pepper Tree Aprtments
515 Independent Road
Oakland, Calif. 94621

RE: CASE NUMBER T15-0368 RC/BC Bivens V. Ali
RESIDENTIAL RENT ADJUSTMENT PROGRAM / APPEAL 2/1/16
DATE OF DECISION: 1/20/16

City Of Oakland
Residential Rent Adjustment Program
250 Frank Ogawa Plaza, Suite 5313
Oakland, California 94612
510-238-3721

I appeal the decision in the case and on the date written above on the following grounds:

I was given incorrect information on the phone when I received a return call to my message from A Kevin or Keith Mason. I explained to Mr. Mason that Pepper Tree would retract temporarily the rent increase until we could do our own due diligence. He explained to me that the case would be dismissed if I was to set aside or retract the rent increase and I would not have to appear. I assumed that to be a fact; we did not have to appear and we could go over the lease with the tenant. Paul, the previous manager, was doing that and Mrs. Bivens came to the office and collected a copy of her lease which clearly shows her signature several times on the lease with the correct rent amount listed.

We were under the impression she understood she did not have any right to dispute a lease that was signed 5/20/2014.

Furthermore the basis of this appeal is that I was denied a sufficient opportunity to present my claim and respond to the petitioners claim because of the incorrect information I received from the rent board Kevin or a Keith Mason who was very polite. Ultimately I was told a hearing would not be held, otherwise I would have presented evidence which proves this petition has no merit.

I have a signed lease dated back in mid-May 2014 clearly stating the rent amount of 1350.00. Ms. Bivens had 60 days from that day she signed the lease, disclosures, addendums, and the RAP notice (which is part of every lease at Pepper Tree as are all the addendums and disclosures as well) to contest. Also included in all of our leases are a move-in / move-out check list. Ms. Bivens signed the lease and further acknowledged that everything in her unit was working fine as 5/20/14.

As an owner and manager of a large building, we have a process for doing things. If a tenant has a maintenance issue there are 2 ways to convey their issue: either by email and in writing.

Per our records for Ms. Bivens there are no noted maintenance requests or , however we do have a notice that a 3 day notice was sent to her on 5/15/15.

Please note in Ms. Bivens petition she clearly states in section VII that she learned of the RAP form through a printed copy provided to her by the owner. To affirm her statement we have 2 such RAP forms signed and dated for both of her respective leases with Pepper Tree.

Pepper Tree Apartments
Adel Ali
515 Independent Road
Oakland, Ca 94621

2/1/2016

Rent Adjustment Program
PO BOX 70243
Oakland, CA 94612-0243

RE: T15-0368 RC/BC

Pepper Tree is a large building and we've always had processes in place implemented early in 2003 when we acquired the building. Everybody is treated the same. Our process for collecting complaints or maintenance issues is either thru email or in writing.

In 2016 we will be adding a date stamping feature for all written requests as part of our process.

RAP Notice is a form that is always attached as part of the process and must be signed as part of the lease package. Kevisha Bivens the tenant affirmed this in her Tenant petition section VII date stamped 2015 July 23rd at 3:26 PM. We also have two different leases that Kevisha Bivens signed and attached to each respective lease is a signed RAP notice.

With this point in fact the rent board must retract their decision.

In the order of the alleged decreased housing service listed lighting fixtures being first. The Notice of violation listed the light fixture as a maintenance issue not a habitability issue with section 8. Further this unit in that state passed the initial and all annual inspections with lighting fixture in that existing condition (Pre-correction). This is not a decrease in housing services rap notice was provided. Ms. Bivens approved the state of condition in her signed lease, however we went ahead and corrected in late December of 2015, based on our own inspection which Alex Aviles conducted.

The heater was listed as old by the tenant not an habitability issue and the notice of violation listed the thermostat needed replacing, again not an habitability issue.

On the notice of violation the inspector has listed "Missing" smoke detector because the wall plate side of the detectors is still anchored to the wall. The detector itself had been removed by the tenant. All of our units have working smoke and CO detectors. Further Ms. Bivens signed off on or her move in inspection.

No Key to Mail Box: Again we have a process for giving out keys and they are not free. Again the rap notice was provided and this item **MUST** be kicked out. Upon move in she was issued a key. For tenants who lose a key or locks are changed new keys are issued and lost keys can be reissued for a \$3.00 (cost of key copy) payment.

000060

Stairs: The City of Oakland Building inspector was at the complex on 12/14/15 and he did not cite any violations surrounding the stairs. However a Rent Board hearing officer alleges finding NUMEROUS conditions that violate the City Building Code. Based on licensing, we do not feel a hearing officer can override a building inspector. Unless Cohen is more qualified than the Building Inspector of the City Of Oakland this has to be thrown out.

Bed Bugs, Again Ms. Bivens did not give any notice written nor by email to our office. The date stamped copies of what she provided do not even identify who the person is or where they live. The fact that we were never noticed nor did we rent the unit with bed bugs present, we ask that this allegation be thrown out or that the tenant provides receipts dated back from the vendor who removed the bedbugs.

Laundry Room Keys: Again here we have a process for given out keys. We have a very large building and it is imperative that we maintain a process to treat everyone equally. Here again none of her alleged notice of complaint(s) provide an address or unit number not even a name.

Again this case cannot stand on its own merit.

I have reached out to the EBHRA about this case. They were very disappointed to see that the tenant admitted under her own accord in the **Petition** that she received a RAP Notice from the landlord or thru the owner's policy and procedure. Furthermore trying to supersede, or override, a qualified Oakland Building inspector by claiming we are violating some building code surrounding the stairs seems beyond scope and over-reaching.

I'm now seeking an attorney to find if I have been damaged by the Rent Board. It takes a lot of my time to address frivolous maintenance issues that the Rent Board asserts are habitability issues. It is the Rent Boards obligation to be fair, not inspire unworthy claims, and it is a waste of time and not a noble thing to do in community where there are tenants that are in desperate need of help.

Sincerely,



Adel Ali



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

CITY OF OAKLAND

Department of Housing and Community Development
Rent Adjustment Program

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

DECLARATION RE: SITE INSPECTION

CASE NUMBER: T15-0368, Bivens v. Ali
PROPERTY ADDRESS: 1516 27th Ave, #33, Oakland, CA
DATE OF INSPECTION: January 12, 2016
PERSONS PRESENT: Kevisha Bivens, tenant

I, Barbara M. Cohen, declare as follows:

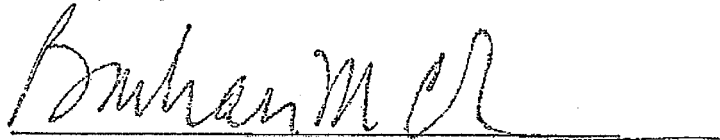
1. I am a Hearing Officer with the City of Oakland's Rent Adjustment Program.
2. On January 12, 2016, I performed an inspection at 1516 27th Avenue, Apartment 33, in Oakland, CA, in the case Bivens v. Ali, T15-0368..
3. I was asked to inspect the building regarding the tenant's claims of decreased housing services.
4. The tenant informed me that the kitchen light ceiling fixture had recently replaced. Photograph #1 shows the location of the prior broken light fixture (which is capped) and the new light fixture.
5. The tenant turned on the thermostat and the heater turned on. The tenant said that the heater had recently been repaired (Photograph #4).
6. The threshold to the front door had a gap of approximately 1/2 inch from inside the apartment. On the front side of the door there is weather stripping present. (See Photos 2, 3 and 5.)
7. The door to the laundry room was not locked.
8. The tenant's mailbox could be easily opened without a key.
9. There is a carbon monoxide detector present in the tenant's apartment. She said she was recently given the detector and she installed it herself. (Photo 6)
10. There are front and back stairs to the tenant's unit, which is on the third floor. There are multiple broken treads on these stairs. (See Photos 7-9).

000062

11. The back stairway, from the 3rd to the 2nd floor, going from the top down has the following distances between the stairs: 4.5", 6", 6.25", 6.25", 6", 6", 5", 6", 6", 6", 6.25" and 6". Going from the 2nd floor to the 1st floor, going down, the gaps between the stairs are 3.25", 5", 5.5", 5.5", 5.5", 6.75", 5.25", 4.25", 6", 6", 6" 6.25" and 6".
12. On the front stairway the gaps between the stairs range between 5.25" and 6".
13. On the front stairway, between the second and third floor, the first stair is somewhat loose. Newly applied adhesive is visible in Photo #9.

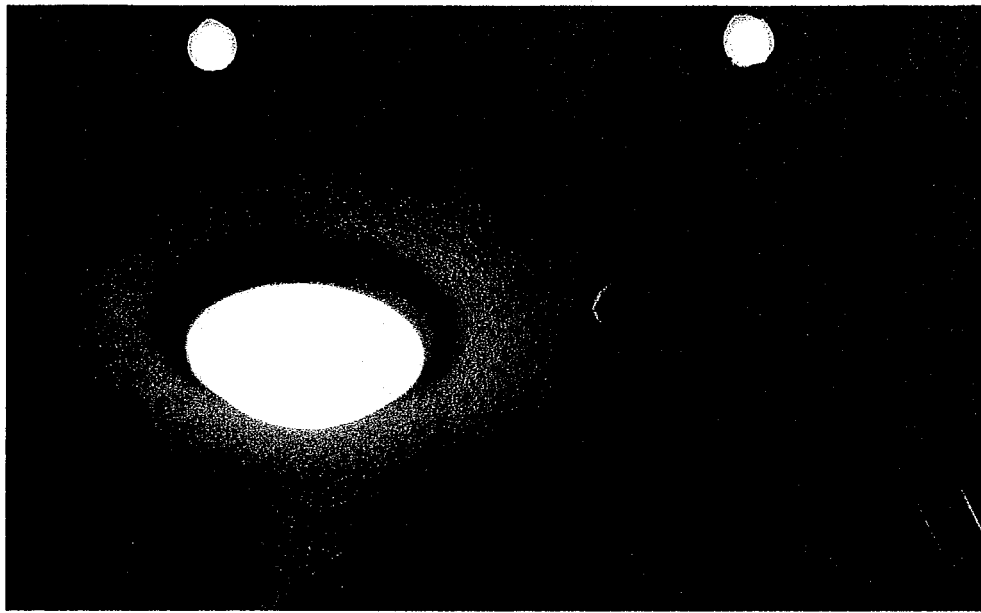
I declare under penalty of perjury that the foregoing is true and correct.

January 13, 2016



Barbara M. Cohen
Hearing Officer
Rent Adjustment Program

000063



Bivens v. Ali T15-0368, Photo 1

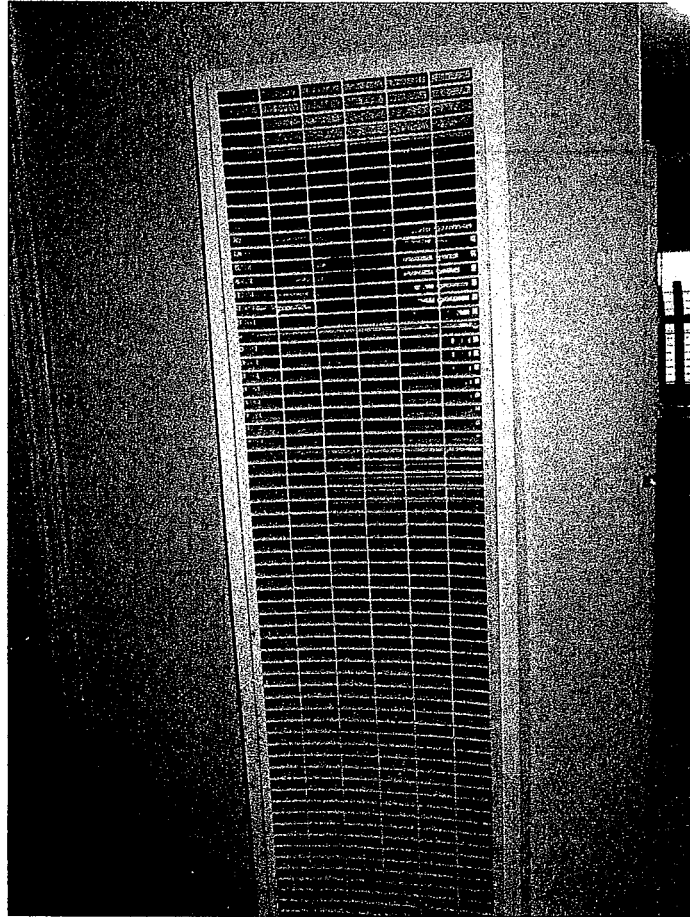


Bivens v. Ali T15-0368, Photo 2



Bivens v. Ali T15-0368, Photo 3

000064



Bivens v. Ali T15-0368, Photo 4

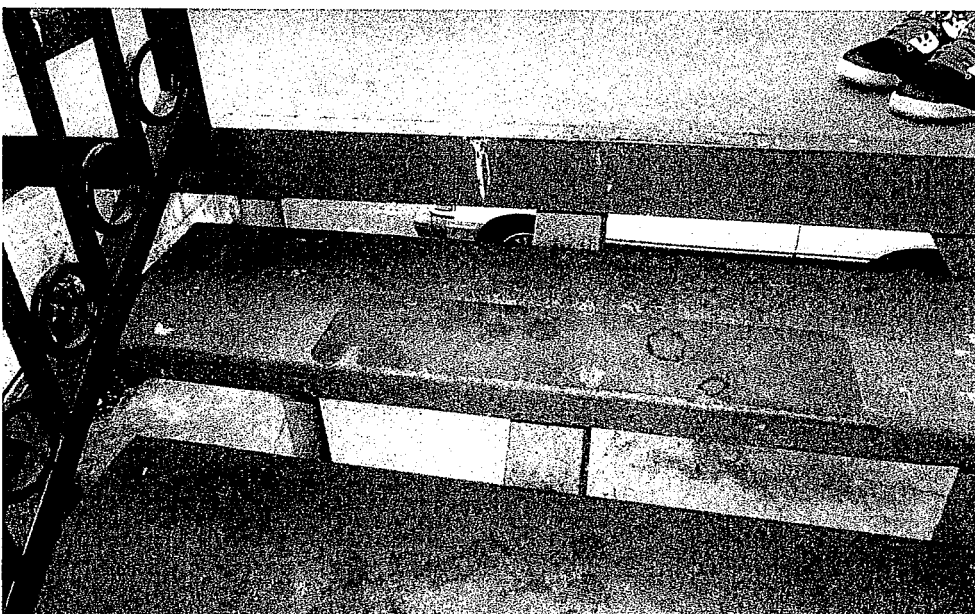
000065



Blvens v. Ali T15-0368, Photo 5

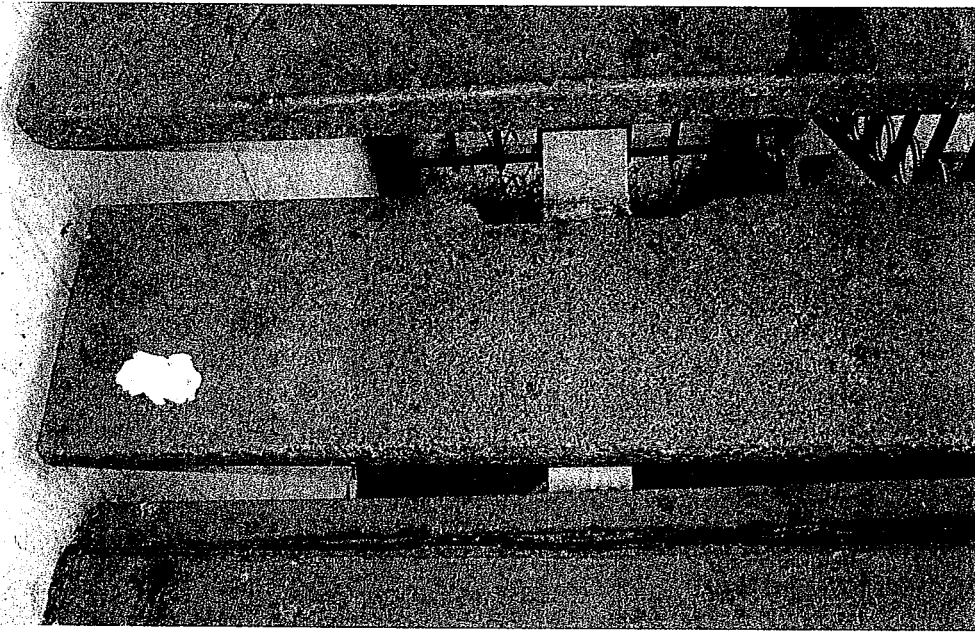


Blvens v. Ali T15-0368, Photo 6

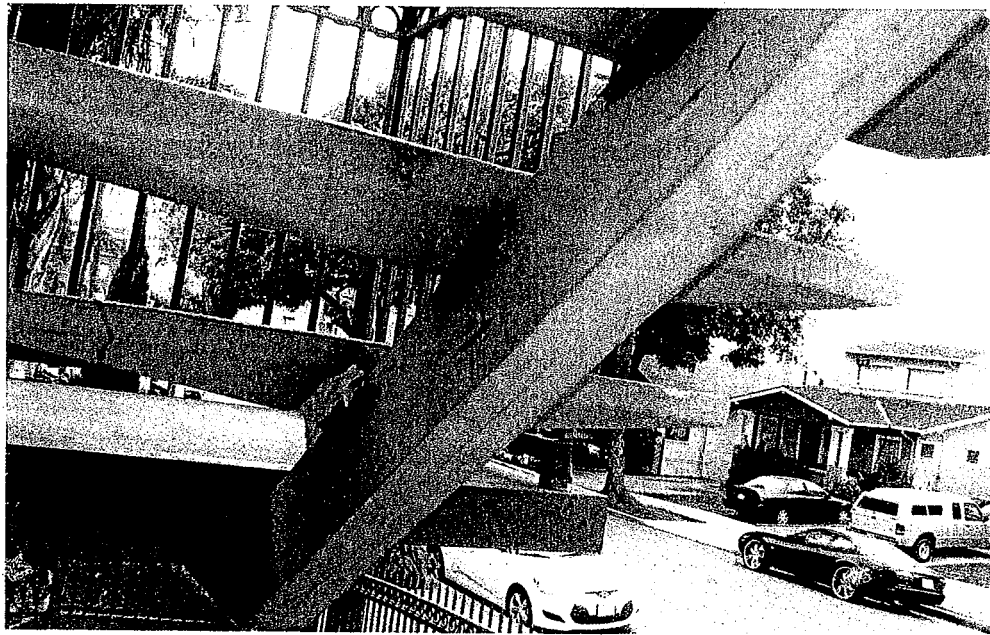


Blvens v. Ali T15-0368, Photo 7

000066



Blvens v. Ali T15-0368, Photo 8



Blvens v. Ali T15-0368, Photo 9

PROOF OF SERVICE

Case Number T15-0368

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:

Tenant

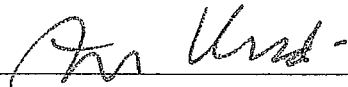
Kevisha Bivens
1516 27th Ave #33
Oakland, CA 94601

Owner

Adel Ali
515 Independent Rd
Oakland, CA 94621

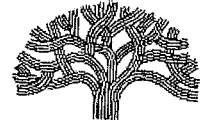
I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on January 20, 2016 in Oakland, CA.



Stephen Kasdin

000068



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

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: T15-0368, Bivens v. Ali
PROPERTY ADDRESS: 1516 – 27th Ave., #33, Oakland, CA
DATE OF HEARING: November 19, 2015
DATE OF INSPECTION: January 12, 2016
DATE OF DECISION: January 20, 2016
APPEARANCES: Kevisha Bivens (Tenant)
(No Appearance by Owner)

SUMMARY OF DECISION

The tenant's petition is partly granted.

CONTENTIONS OF THE PARTIES

The tenant filed a petition which alleges that a proposed rent increase from \$1,200 to \$1,350 per month, effective January 1, 2015, exceeds the CPI Adjustment and is unjustified or is greater than 10%; that the owner did not give her a summary of the justification for the proposed rent increase despite her written request; that she has never received the form Notice to Tenants (RAP Notice); that at present there exists a health, safety, fire or building code violation in her unit; and that her housing services have been decreased, as follows:

- Broken light fixtures
- Old blinds
- Old heater
- Oven did not work
- Door threshold is loose

000069

- No carbon monoxide detector
- Broken kitchen drawers and cabinets
- No key to mail box
- Stairs unsafe
- Roaches
- Bed bugs
- No key or access to laundry room
- Workers smoke on the non-smoking property
- Human feces in parking stalls

The owner did not file a response to the petition, nor did any owner representative appear at either the Hearing or the inspection.

THE ISSUES

- (1) When, if ever, did the tenant receive the RAP Notice?
- (2) Is there any justification for rent increase?
- (3) Have the tenant's housing services been decreased and, if so, by what percentage of the total housing services that are provided by the owner?

EVIDENCE

RAP Notice: At the Hearing, the tenant testified that she has never received the RAP Notice. This testimony is consistent with the statement in the tenant's sworn petition.

Rent History: The tenant testified that she moved into her unit on November 1, 2013. She submitted a document bearing the letterhead "Peppertree Apartments, Inc." that reflects rent payments by the tenant from January through October 2015.¹ At the Hearing, the tenant testified that the payments shown on this document are accurate, and that she paid rent of \$1,200 in November 2015. The payments on this document – which includes late fees – total \$13,900.

Decreased Housing Services: At the Hearing, the tenant testified that, when she was considering renting the unit, the rental agent told her that it was an "unfinished apartment," but that all necessary repairs would be completed within a reasonable period of time. The tenant submitted a copy of a Notice of Violation issued by the City Planning and Building Department, following an inspection on November 12, 2015.²

On January 12, 2016, the tenant's unit and the exterior of the building in which she lives were inspected by Barbara M. Cohen, a Hearing Officer with the Rent Adjustment Program. Following her inspection, Ms. Cohen prepared a Declaration, a copy of which is attached as Attachment "A."

¹ Exhibit No. 1, which was admitted into evidence.

² Exhibit No. 2, which was admitted into evidence.

Light fixtures: At the Hearing, the tenant testified that when she moved into the unit, the ceiling light fixture in the kitchen was hanging down. It has never been repaired. The Notice of Violation states, in part: "Kitchen light fixture impide (sic) to open upper cabinet door. Relocate the light fixture with electrical permit." Ms. Cohen states in her Declaration that the tenant told her that the light fixture had recently been replaced.

Blinds: The tenant testified that the blinds were old and dirty when she moved in. They have not been replaced.

Heater: The tenant testified that that there is one heater in the unit, which is located in the living room. Soon after she moved in, she told the owner's representative that the heater would go on and off on its own, without reaching the desired temperature. The owner's representative said that a new thermostat was needed, but one has never been installed. The Notice of Violation states, in part: "Thermostat does not work properly. Repair or replace in approved manner." Ms. Cohen writes that the heater was working, and the tenant told her that it had recently been repaired.

Oven: The tenant testified that the oven portion of the gas range in her unit did not work for one month, after which it was repaired.

Threshold: The tenant testified that the threshold strip under the front door has been loose since she moved in, despite her request that it be repaired. Ms. Cohen states that she observed weather stripping on the outside of the door, which covered a gap of approximately ½ inch.

Carbon Monoxide Detector: The tenant testified that the owner first installed a carbon monoxide detector in August 2015.

Kitchen Drawers and Cabinets: The tenant testified that portions of kitchen cabinets and drawers were broken when she moved in. They have not been repaired, despite the promise to do so by the owner's agent.

No Key to Mail Box: The tenant testified that she has never been given a key for the mailbox for her unit, despite having requested one at the start of her tenancy and several times since then. She opens and closes the mailbox by hand. Ms. Cohen's Declaration states that "the tenant's mailbox could be easily opened without a key."

Stairs: There is no elevator in the subject building, which has concrete stairs in the back and front. The tenant testified that both sets of stairs are in poor condition, with uneven spacing between the treads, some of which are damaged. She has reported these problems to the building management several times, but they have not been repaired.

In her Declaration, Ms. Cohen makes 3 observations concerning the two sets of stairs, which consist of concrete treads on a metal framework. First, she noted "multiple broken treads." Secondly, when she measured the height between treads on both the front and back stairways, she found numerous inconsistent spaces, ranging from 4.5 inches to 6.25 inches. Finally, Ms.

Cohen observed that “on the front stairway, between the second and third floor, the first stair is somewhat loose.”

Roaches: The tenant testified that there was a problem with roaches in her unit, but she was able to exterminate them on her own quite easily.

Bedbugs: The tenant testified that she first noticed bedbugs in her unit in June 2014, and she immediately notified the resident manager of the building. Nothing was done in response to her complaint. The tenant then discarded all of her furniture, mattress, and some of her clothing. She then sprayed and used a chemical bomb, and there were no bedbugs by the end of August 2014.

Laundry Room: The tenant testified that, when she moved in, there was a room in the basement of the building with coin-operated washers and dryers. She always used these machines to do her laundry. In February 2015, the owner had a lock put on the door to the laundry room. She asked for a key, but has never been given one. Since that time, she has taken her laundry to a laundromat. Ms. Cohen writes that, at the time of her inspection, the laundry room was not locked.

Workers Smoke: The tenant testified that maintenance workers in the building often smoke cigarettes. However, this does not bother her.

Human Feces: The tenant testified that on one occasion there were human feces in the parking garage of the building.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

RAP Notice / Tenant’s Challenge to Rent Increase: The Rent Adjustment Ordinance requires an owner to serve the RAP Notice at the start of a tenancy³ and together with any notice of rent increase.⁴ An owner may cure the failure to give notice at the start of the tenancy. However, a notice of rent increase is not valid if the effective date of increase is less than six months after a tenant first receives the required RAP notice.⁵

A tenant petition must be filed within 60 days of the date of service of a rent increase notice or the date the tenant first receives the RAP Notice, whichever is later.⁶

The tenant stated in her petition, and credibly testified at the Hearing, that she has never received the RAP Notice. It is found that the tenant has never received the RAP Notice. Therefore, the contested rent increase is invalid and, before consideration of the tenant’s claims of decreased housing services, the tenant’s rent is \$1,200 per month.

³ O.M.C. Section 8.22.060(A)

⁴ O.M.C. Section 8.22.070(H)(1)(A)

⁵ O.M.C. Section 8.22.060(C)

⁶ O.M.C. Section 8.22.090 (A)(2)

Decreased Housing Services: Under the Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent⁷ and may be corrected by a rent adjustment.⁸ However, in order to justify a decrease in rent, a decrease in housing services must be either the elimination or reduction of a service that existed at the start of the tenancy or a violation of the housing or building code which seriously affects the habitability of the tenant's unit.

There is also a time limit for claiming decreased housing services. A tenant petition must be filed within 60 days after the date of service of a rent increase notice or change in the terms of a tenancy or the date the tenant first receives the RAP Notice, whichever is later.⁹ Where the RAP notice has never been given, as is the case here, a tenant can be granted restitution for rent overpayments due to decreased housing services for a maximum of 3 years.¹⁰ Therefore, claims of decreased services from November 1, 2013, when the tenant moved into the unit, through the date of Ms. Cohen's inspection, will be considered.

Light fixtures: The Notice of Violation cites an illegal light fixture as being a Code violation. Although the condition was the same at the start of the tenancy, this was a potentially dangerous situation, which reduced the tenant's housing services by 1% from November 1, 2013 until it was repaired on or about December 31, 2015. The tenant therefore overpaid rent during this time, as set forth on the Table below.

Blinds: The situation has not changed since the start of the tenancy, and this condition does not affect the habitability of the unit. Although the tenant may be able to assert a claim for breach of contract in court, this is not a decreased housing service; the claim is denied.

Heater: Heat is a basic housing service, and this condition – listed on the Notice of Violation – reduced the tenant's housing services by 10% from November 1, 2013 until December 31, 2015. Because of this situation, as set forth on the Table below, the tenant overpaid rent.

Oven: Although the loss of an oven for one month was certainly inconvenient, it was repaired within a reasonable period of time, and the claim is denied.

Threshold: This condition was not cited by the Inspector and, for this reason, the claim is denied.

Carbon Monoxide Detector: These detectors are legally required, and the owner was on constructive notice that there was no CO2 detector at the start of the tenancy in January 2013. These are potentially life-saving devices, and the lack of a CO2 detector reduced the package of housing services by 2% from November 1, 2013 through August 2015. The tenant therefore overpaid rent during this time, as set forth on the Table below.

⁷ O.M.C. Section 8.22.070(F)

⁸ O.M.C. Section 8.22.110(E)

⁹ O.M.C. Section 8.22.090(A)(2)

¹⁰ Appeal Decision in Case No. T06-0051, Barajas/Avalos v. Chu

Kitchen Drawers and Cabinets: This was not a reduction in services, nor is it a habitability violation. The claim is denied.

No Key to Mail Box: Section 632.11 of the U. S. Postal Operation Manual states: “Appropriate mail receptacles must be provided for the receipt of mail.” A mailbox that does not lock may seriously affect one’s privacy and the ability to receive bills and important mail. A non-locking mailbox is clearly not “appropriate,” and this condition has reduced the package of housing services by 5% since November 1, 2013. Because of the current decrease in housing services, the rent is reduced by 5%, being \$60 per month. This rent decrease will remain in effect until the tenant has the use of a locking mail box that cannot be opened without a key. Further, as set forth the on the Table below, the tenant has overpaid rent.

Stairs: The numerous conditions noted by Ms. Cohen are an obvious safety hazard and violate the City Building Maintenance Code.¹¹ The owner was on constructive – if not actual – notice of this condition on or before the date on which the tenant moved into the unit. This condition has reduced the package of housing services by 5% since November 2013. Because of the current decrease in housing services, the rent is reduced by 5%, being \$60 per month. This rent decrease will remain in effect until both exterior stairways are repaired after the owner has obtained an appropriate building permit. Further, as set forth the on the Table below, the tenant has overpaid rent.

Roaches: The tenant successfully treated this problem, and the claim is therefore denied.

Bedbugs: Bedbugs are extremely annoying, as well as being a health hazard, and the owner should have immediately acted to exterminate these insects in June 2014. Again, the tenant was able to eradicate these pests. However, unlike the roach problem, this situation lasted for 3 months, and only after the tenant discarded many personal items. Unlike a court, this agency does not have the authority to award damages for this loss. However, the presence of bedbugs reduced the package of housing services by 10% from June through August 2014. The tenant therefore overpaid rent during this time, as set forth on the Table below.

Laundry Room: Laundry facilities on the premises are a great convenience. The loss of access to laundry machines reduced the package of housing services by 2% from February 1 through December 31, 2015. The tenant therefore overpaid rent during this time, as set for the on the Table below.

Workers Smoke: Since this does not affect the tenant, her housing services have not decreased. The claim is denied.

Human Feces: This was a one-time occurrence, and the claim is denied.

Conclusion: The full rent for the 11 months in 2015 through the date of the Hearing was \$13,200. The tenant has paid more than this amount. It is unknown whether the additional amounts are for prior rent underpayments, late fees, or a combination of the two. In any case, for

¹¹ O.M.C. Section 15.08.340(C)

the purpose of this Decision, it is found that the tenant has paid \$1,200 per month since the start of her tenancy.

Because of the current decrease in housing services (the mailbox and the stairs), the rent is reduced by a total of 10%, being \$120 per month, to \$1,080 per month. Further, the tenant has overpaid rent since November 1, 2013. As set forth on the following Table, the tenant has overpaid rent in the amount of \$7,824. The overpayment is ordered repaid over a period of 12 months.¹² The rent is temporarily reduced by \$652 per month, to \$428 per month, beginning with the rent payment in February 2016 and ending with the rent payment in January 2017.

VALUE OF LOST SERVICES

Service Lost	From	To	Rent	% Rent Decrease	Decrease /month	No. Months	Overpaid
Light Fixture	1-Nov-13	31-Dec-15	\$1,200	1%	\$ 12.00	26	\$ 312.00
Heater	1-Nov-13	31-Dec-15	\$1,200	10%	\$ 120.00	26	\$ 3,120.00
CO2 Detector	1-Nov-13	31-Aug-15	\$1,200	2%	\$ 24.00	22	\$ 528.00
Mail Box	1-Nov-13	12-Jan-16	\$1,200	5%	\$ 60.00	27	\$ 1,620.00
Stairs	1-Nov-13	12-Jan-16	\$1,200	5%	\$ 60.00	27	\$ 1,620.00
Bedbugs	1-Jun-14	31-Aug-14	\$1,200	10%	\$ 120.00	3	\$ 360.00
Laundry Room	1-Feb-15	31-Dec-15	\$1,200	2%	\$ 24.00	11	\$ 264.00
TOTAL LOST SERVICES							\$ 7,824.00

RESTITUTION

MONTHLY RENT	\$1,200
TOTAL TO BE REPAYED TO TENANT	\$ 7,824.00
TOTAL AS PERCENT OF MONTHLY RENT	652%
AMORTIZED OVER 12 MO. BY REG. IS	\$ 652.00

ORDER

1. Petition T15-0368 is partly granted.
2. The Base Rent is \$1,200 per month.
3. Because of an ongoing decrease in housing services, the current rent, before reduction due to rent overpayments, is \$1,080 per month.
4. Because of past decreased housing services, the tenant has overpaid rent in the amount of \$7,824. This overpayment is adjusted by a rent reduction for 12 months.
5. The rent is temporarily reduced by \$652 per month, to \$428 per month, beginning with the rent payment in February 2016 and ending with the rent payment in January 2017.
6. In February 2017, the rent will increase to \$1,080 per month.

¹² Regulations, Section 8.22.110(F)

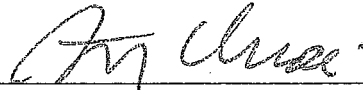
000075

7. When the tenant has the use of a locking mailbox that cannot be opened without a key, the owner may increase the rent by \$60 per month, after giving proper notice in accordance with Civil Code Section 827.

8. When both exterior stairways are repaired after the owner has obtained an appropriate building permit, the owner may increase the rent by \$60 per month, after giving proper notice in accordance with Civil Code Section 827.

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

Dated: January 20, 2016



Stephen Kasdin
Hearing Officer
Rent Adjustment Program

T15-0368 RC/BC

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 JUL 23 PM 3:26
--	--

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 Keisha Bivens	Rental Address (with zip code) 1516 27th AVE Oakland Ca 94601	Telephone (510) 302-9996
Your Representative's Name	Mailing Address (with zip code)	Telephone
Property Owner(s) name(s) Adel Ali	Mailing Address (with zip code) 515 Independent Road 94621 Oakland Ca	Telephone 510) 632-1586

Number of units on the property: 42

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:**

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

000077

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

Date you moved into the Unit: 11-1-2013 Initial Rent: \$ 1,200 /month

When did the owner first provide you with a written NOTICE TO TENANTS of the existence of the Rent Adjustment Program (RAP NOTICE)? Date: never. If never provided, enter "Never."

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

List all rent increases that you want to challenge. Begin with the most recent and work backwards. If you need additional space, please attach another sheet. You must check "Yes" next to each increase that you are challenging.

Date Notice Served (mo/day/year)	Date Increase Effective (mo/day/year)	Amount Rent Increased		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
N/A	01/01/2015	\$ 1,200	\$ 1,350	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<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

000078

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.

Kerissa King
Tenant's Signature

7-23-2015
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

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): _____

2015 JUL 23 PM 3:26

Broken light fixtures
old blinds
old heater
oven didn't work
Tracks in walls and door mounts/linings
no carbon monoxide detector
broken kitchen drawers
broken kitchen cabinets
no key to mail box
stairs are off
Roach problems
bed bugs
no key to laundry room no access
workers smoke on a non-smoking property.
human phosis where in parking stalls.

Landlord Assumed I was on a assistance program,
constant papers of "three day pay or quit" notices ^{that doesn't go to me...}
Landlord owes me backpay for rent over payment
loss days and money from work taking off...
And people didn't complete services at those times and
dates. constant changing, or dates they were suppose to
spray, constant changing of management.

my payments are on five each
month... Three day notices are incorrect
on different papers saying different
amounts owed... These are
false papers.

Keisha Bivens
Keisha Bivens
7-23-2015

000080

Date: July 10, 2015

To: Kevisha Bivens
And all others in possession of the premises located at:

1516 27th Ave, Apt# 33
Oakland, CA 94601

WITNESS TO
COMMUNITY
ARBITRATION PROGRAM

2015 JUL 23 PM 3:26

THREE-DAY NOTICE TO PAY OR QUIT

WITHIN THREE DAYS after the service of this Notice, you are required to pay delinquent rent in the amount **\$2,185.00** The unpaid sums due are described as follows:

DATE	DESCRIPTION	CHARGE AMOUNT	AMOUNT PAID	AMOUNT OWED
6/5/14	Balance still due on Security Deposit	380.00		380.00
4/6/15	April Late Fee	135.00		135.00
5/6/15	May Late Fee	135.00		135.00
6/1/15	June Rent	1,350.00	1,300.00	50.00
7/1/15	July Rent	1,350.00		1,350.00
7/6/15	July Late Fee	135.00		135.00
TOTAL DUE				2,185.00

Demand for possession is hereby made. You are hereby given notice to vacate the dwelling on or before midnight of the 3rd day of this notice. Your failure to move out then will result in appropriate legal action.

PLEASE TAKE FURTHER NOTICE that unless you pay the rent in full OR vacate the premises WITHIN THREE (3) DAYS as required by this notice, that the undersigned does hereby elect to declare a forfeiture of the subject lease and/or rental agreement and will institute legal proceedings for the unlawful detainer against you to recover possession of the premises plus court costs, attorney fees and penalty fees of \$600.00 as provided by California Law.

Signed:

Peppertree Apartment Manager

Peppertree Apartments
515 Independent Road
Oakland, CA 94621
(510) 632-1586

Pursuant to Section 1785.26 of the California Civil Code, as required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligation.

Persuant to Oakland Municipal Code Chapter 8.22.360.B.2 codifying the "Just Cause" for Eviction Ordinance, the landlord asserts in good faith that "the ground of non-payment of rent is the landlord's dominant motive for recovering possession and the landlord acts in good faith in seeking to recover possession." [A]diver regarding the notice of terminating tenancy is available from the Rent Board." The Rent Board is located at 250 Frank J. Ogawa Plaza, Suite 5313, Oakland, CA 94612, telephone (510) 238-3015.

Dated this 10th Day of July 2015.

Owner(s): Adel Ali By: Sandra Herrera – Agent

000081

